

TOWN OF BASALT, COLORADO
TOWN COUNCIL MEETING - TUESDAY, JULY 8, 2025
MEETING AND PUBLIC COMMENT ACCESS INSTRUCTIONS

Basalt Town Council is meeting in person. The Council will conduct a hybrid meeting where the public may attend to make their comments in person or they may join the meeting and make their comments via Zoom.

You can watch a live stream of the meeting here:

on YouTube: <https://www.youtube.com/channel/UCaBozGBsT0GuBNRf4rUI0cA>,

or on Grassroots TV at: <https://townofbasalt.ompnetwork.org/>

Zoom Webinar: Tuesday, July 8, 2025 04:30 PM Mountain Time (US and Canada)

Topic: Basalt Council - 07/08/2025

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**BASALT TOWN COUNCIL
NOTICE AND AGENDA
101 Midland Avenue, Basalt, Colorado 81621
Town Council Chambers
Tuesday, July 8, 2025**

Basalt is an inclusive, sustainable, mountain community that boasts both historic charm and progressive vision. It is an engaging place to live, work and play while offering an abundance of creative, professional, educational and recreational outlets.

REGULAR COUNCIL MEETING

4:45 PM 1. CALL TO ORDER AND ROLL CALL

4:47 EXECUTIVE SESSION MOTION: Mayor, I move that the Town Council enter Executive Session for the purpose of discussing Personnel Matters in accordance with C.R.S. 24-6-402(4)(f) and for the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators pursuant to C.R.S. 24-6-402(e), more specifically for review of Town Manager applicants.

5:45 PM Council Break

6:00 PM RETURN TO ORDER AND ROLL CALL

6:02 2. CONSENT AGENDA

2A. Minutes: June 24, 2025

[Suggested Motion:](#) Mayor, I move that the Town Council approve the Consent Agenda items as presented.

6:05 3. CALL TO THE PUBLIC

- Please limit comments to three (3) minutes, and address your comments directly to the Mayor.
- Identify yourself by name and address when making comments.
- Comments should be courteous, civil and constructive.
- Town Council will make no decision nor take action, except to direct the Town Manager.

6:10 4. MAYOR AND COUNCIL REPORTS/COMMENTS

6:15 5. INTERIM MANAGER'S REPORT

6. PRESENTATIONS

6:20 6A. Long Term Funding for Affordable Housing (Michelle Thibeault, James Lindt)

6:50 6B. Anchor Ice Water Flow Donation Presentation (Catherine Christoff, Heather Tattersall Lewin, Ryan Jarvis)

7. COUNCIL ACTIONS

7:00 7A. Resolution No. 28, Series of 2025: Resolution of the Town Council of Basalt, Colorado Approving a Contract for Design-Build of the Stott's Mill Affordable Housing Development on Lots 20 and 21 (Michelle Thibeault, Catherine Christoff)

Suggested Motion: Mayor, I move that the Town Council adopt Resolution No.28, Series of 2025

7:15 7B. Resolution No. 29, Series of 2025: Resolution of the Town Council of Basalt, Colorado, Approving a Professional Services Agreement with GMSHay for Design Guidelines for the Midland Avenue Business District (Michelle Thibeault, Carlton Henry)

Suggested Motion: Mayor, I move that the Town Council adopt Resolution No. 29, Series of 2025

7:30 7C. First Reading Ordinance No. 09, Series of 2025: An Ordinance of the Town Council of the Town of Basalt, Colorado, Amending the 2025 Budget and Providing for a Supplemental Appropriation Related to Revenues and Expenditures (Doug Pattison)

Suggested Motion: Mayor, I move that the Town Council approve Ordinance No. 09, Series of 2025 on first reading, and set the public hearing and second reading for July 22, 2025.

7:50 8. INFORMATION AND CORRESPONDENCE

8A. Accounts Payable

8B. Advanced Agendas

8C. Correspondence to the Town

9. ADJOURNMENT



**BASALT TOWN COUNCIL
MEETING MINUTES – TUESDAY, JUNE 24, 2025**

Basalt is an inclusive, sustainable, mountain community that boasts both historic charm and progressive vision. It is an engaging place to live, work and play while offering an abundance of creative, professional, educational and recreational outlets.

1. CALL TO ORDER AND ROLL CALL

The Regular Meeting of the Basalt Town Council was called to order by Mayor David Knight on Tuesday, June 24, 2025 at 6:05 PM. Also present were Council members Rick Stevens, Ryan Slack, Angela Anderson and Dieter Schindler. Council member Hannah Berman attended remotely via Zoom and Council member Angele Dupre-Butchart was absent.

2. CONSENT AGENDA AND MOTION: **2A. Minutes: June 10, 2025;** **2B. Resolution 27, Series of 2025:** Resolution of the Town Council of Basalt, Colorado, Approving a Professional Services Agreement with West Mountain Regional Housing Coalition to Coordinate Research, Planning, and Communication between the Town of Basalt and Other Local Jurisdictions for the Preservation of Two Mobile Home Parks as Affordable Housing (Michelle Thibeault); **2C. Aspen Valley Marathon Special Event Activity Permit** (Carlton Henry)

Council removed item 2B for further discussion at the request of Rick Stevens.

M/S COUNCILORS SLACK AND ANDERSON TO APPROVE CONSENT AGENDA ITEMS 2A AND 2C AS PRESENTED. THE MOTION CARRIED 5-0. (Unable to see/hear Berman's vote.)

2B. Resolution 27, Series of 2025: Resolution of the Town Council of Basalt, Colorado, Approving a Professional Services Agreement with West Mountain Regional Housing Coalition to Coordinate Research, Planning, and Communication between the Town of Basalt and Other Local Jurisdictions for the Preservation of Two Mobile Home Parks as Affordable Housing

Rick Stevens asked for clarification of the DOLA arrangement for the Town to manage the grant funds and the additional monies from the Town. Town Attorney Jeff Conklin and Planning Director Michelle Thibeault explained the \$75,000 (\$60,000 from DOLA and \$15,000 from Town of Basalt) was to help pay for April Long to manage the various municipal, private and lender relationships, and compile the grant contributions toward making an offer for the purchase of the mobile home parks for affordable housing. The management of the deed restriction is up for discussion.

M/S COUNCILOR STEVENS AND SLACK THAT THE TOWN COUNCIL ADOPT RESOLUTION NO. 27, SERIES OF 2025. THE MOTION CARRIED 5-0**3. CALL TO THE PUBLIC**

Reid Haughey, 104 Midland, presented Council with a petition signed by the residents or owners of 100 Midland Avenue and 104 Midland Avenue requesting that the "...lights installed along Midland Spur be replaced with fixtures that match the fixtures installed on Midland Avenue to eliminate glare into the residences at 100 and 104 Midland Spur, and that the fixture directly on Midland Avenue to eliminate glare into the residences at 100 and 104 Midland Spur, and that the fixture directly in front of the 100 building (Twin Rivers) be replaced with a pedestrian level light to illuminate the Fire Lane." Reid said they want to see the streetlights changed out for lights that are similar to those on Midland Avenue; he added it was unanimous that both buildings were in favor of changing out the lights.

Interim Town Manager Doug Pattison said a way to proceed would be to determine if the HOA would be willing to participate in the cost of the light(s) replacement. One light in front of CC's Café, or five lights as suggested, could be switched out; five lights would cost in excess of \$75,000. Doug suggested staff could submit a resolution to Council to determine if they would want to spend that amount from the general fund to replace those lights. Even if we Council decides to replace those lights, it likely wouldn't happen until the 4th quarter of this year. Doug said next step would be for him to communicate with the HOA to see if they would be willing to participate in the costs.

4. MAYOR AND COUNCIL REPORTS/COMMENTS

Ryan Slack offered a shout-out to the Basalt Pool. He said it was such an amazing asset with a lot of great jobs for high-schoolers. The manager, Matt (Bates), does an awesome job. He held a Friday night open pool and the place was packed. It is such a cool community effort and so much fun. Ryan thought the whole thing was just so awesome and felt lucky to have the pool. The improvements Council authorized was all money well spent. Rick Stevens proclaimed 'ditto'.

David Knight thanked Matt Bates for that night pool event noting it was a lot of fun. He heard there were other events coming up and wanted to be sure those dates got out to the public. David also thanked staff for the successful kick off of the Sunday Market a couple weeks ago.

David Knight reported on a recent RFTA meeting where the Transfer of Mid Valley Trails to Basalt concept was discussed. RFTA was supportive of Basalt taking on the role to oversee the MidValley Trails program. David sought clarification on the scope and roles and responsibilities to better determine what makes the most sense for the Town and Basalt staff. David said he learned that the program would be focused on transit connections, not just trails and wanted to understand that more. Planning Director Michelle Thibeault and Angela Henderson of RFTA were working through a draft IGA for Basalt and Eagle County to identify the projects in a more detailed manner including how the staffing would work. Staff hoped to have the IGA before Council on July 22.

David Knight said the RFTA Covenant Enforcement Commission had met. They are a sub-committee of RFTA that meets to review infractions on the Rio-Grande Trail right-of-way. Ryan

Slack, with Dieter as alternate, has attended this gathering in the past and was willing to attend again in September, with Dieter agreeing to continue his service as alternate. An e-bike tour of the corridor is, unfortunately, scheduled during the manager interviews, but they would be willing to set up another tour if the Council was interested.

David Knight said he and Interim Manager Doug Pattison met last week with Congressman Jeff Hurd to establish a relationship and discuss a few topics of concern including Shoshone water rights and wildfire mitigation. The Department of Homeland Security (DHS) list of Sanctuary Cities was discussed and is something that can be further explored. Jeff Conklin added that it appeared the Attorney General's Office was picking up the mantle for all the Colorado counties and towns on that list. Jeff Hurd did support the amendment against selling public lands. Other topics they touched on were potential rescission of energy credits and tax exempt financing of municipal bonds.

5. INTERIM MANAGER'S REPORT

5A. Request Funds for Basalt Connect Expansion from EOTC and Eagle County

Interim Town Manager Doug Pattison discussed this item with Council. Letters drafted by the Green Team to Eagle and Pitkin counties requesting funds to expand the Basalt Connect services up-valley and down-valley were reviewed. Staff sought Council approval to send these letters to the Pitkin County Elected Officials Transportation Committee (EOTC) and the Eagle County Climate Action Manager. Council questions and discussion followed. Council was in favor of sending the letters, however they wanted them signed by the Mayor as they felt that would carry more weight.

M/S COUNCILORS SLACK AND SCHINDLER THAT THE TOWN COUNCIL APPROVE SENDING THE LETTERS REQUESTING FUNDS TO EXPAND BASALT CONNECT SERVICE TO PITKIN COUNTY EOTC AND TO THE EAGLE COUNTY CLIMATE ACTION MANAGER WITH THE AMENDMENT THAT THE MAYOR BE THE SIGNATORY ON THE LETTERS. THE MOTION CARRIED 6-0.

Doug Pattison reviewed the recent parking enforcement changes noting that 74 tickets had been issued. People can protest or appeal their tickets at www.ParkBasalt.com.

The Town Manager search closed last Friday with 66 applicants. KRW is ranking the applicants and July 8 will be an executive session for Council to submit their semi-finalist recommendations.

David Knight and Doug Pattison spent time speaking with Bill Ray, owner/consultant of WR Communications, to engage him for community outreach and support services toward a potential 2025 ballot question to increase the lodging tax on short term rentals and hotels; those funds would be earmarked for affordable housing.

Doug Pattison noted that the first Stott's Mill duplex unit was nearing completion. A CO (Certificate of Occupancy) is anticipated the first week of July. A contract with RA Nelson for construction of the second duplex is moving forward as well.

Ryan Jarvis, the Town's Water Rights Attorney, contacted Doug today asking the Town to join with the Colorado River Water Conservation District in responding to opposition from the front range on the proposal to buy historic water rights on the Colorado River from Xcel Energy. Council gave their nod of approval for Ryan Jarvis to move forward in adding Basalt to the party status of the CRWCD proposal.

Tomorrow is Bike to Work day with events running from 8:00 AM to 5:30 pm in Willits and at the Riverpark in downtown Basalt.

Eagle County is promoting a Guide for the Future of Aging in Eagle County. A presentation will take place at the Basalt Library on August 7 from 4:30 to 6:30 PM.

The Town did make the second deposit on the Midland condos yesterday. The Town is now 25% in on the deposit for the purchase of six units. The total purchase price was \$2,380,000 of mainly Category 1 homes.

6. PRESENTATIONS

6A. Art Base Update (Annie Henninger)

Annie Henninger, Executive Director, and Catherine Johnson, Bookkeeper, were present to update the Council on the Art Base. The Art Base provides "Art education and Creative Expression for all ages and abilities through education and exhibitions". Annie touched on the approximately 10,000 community members they reached in 2024 including over 600 local youth through classes and workshops, community events, opening receptions, exhibitions and mentorship programs. Art Base is one of only two art organizations in the mid valley and the only one dedicated to visual arts, they offer free after school programs during the academic year and they are the only one within walking distance to our public schools.

The PowerPoint presentation discussed local partnerships including the Town of Basalt, English in Action, Eagle County Senior Services, public schools, Focus Kids, the Basalt Library and Cook Inclusive. They also have three free mentorship programs for teens in partnership with the local high school. They have bilingual staff members and practice language justice. Annie highlighted the Home/UnHogar program that opens annually the night of the Basalt Tree Lighting, the Artist in Residency. The capital campaign to secure their home building, the annual gala plans and their 30th anniversary celebration being planned for 2026 were also noted.

Angela Anderson thanked the Art Base for making art so accessible to kids and everyone in the valley. Rick Stevens noted his son had come up through the Art Base and has had several exhibitions in Japan and the Hamptons; he has sold his art all over the place.

6B. Midland Streetscape Update (Catherine Christoff, Joe Farstad)

Catherine Christoff and Joe Farstad via Zoom, were present to update Council on the Midland Streetscape. Joe began by noting the punch list work and planting replacement was in progress. The streetlights were installed, but staff had observed a lot of manufacturing defects in the poles. A letter of rejection was issued detailing the issues they identified after some of the poles were planted. The company is going to replace them, but logistics of the replacement

was still underway. The installation was stopped once the deficiencies were noted; that is why the install stopped just past the Iron Horse building. Council questions, thoughts and suggestions followed.

The loading zone has been painted down the center of Midland which has helped to stop people from parking there. Some of the plants appear to be struggling. Catherine said as the plants matured, they would fill in and look better. Also, there would be future info-graphics that would explain the plants and growing medium designed to filter the storm waters through the rain gardens.

In the coming weeks, the Town will be accepting an art piece for installation in front of the Art Base.

6C. Basalt Sanitation District: Fryingpan River Sewer Crossing Replacement (Justin Forman, Ian Quillan, Maggie McHugh).

Public Works Director Justin Forman introduced Ian Quillan, District Manager for the Basalt Sanitation District, and Maggie McHugh, Design Engineer with Roaring Fork Engineering who were present to discuss the sewer line replacement from the intersection of Two Rivers Road and Midland Avenue, upvalley toward the Frying Pan River. The \$1.375 million project would include 643 linear feet of sewer replacement and replacement of the 1970 installation of the river crossing. The project is anticipated to start late September, early October. The section through the backyard of the condos, 150 feet, will be cured-in-place, or slip-lined, rather than dug up. The river crossing will follow in January or February when the river flows are lowest. The design is to cut the river in half using coffer dams working one side and then the other of the river. The river work is anticipated to take three weeks. This is a legacy line, the last section of sewer in Basalt that will hopefully last another 60 to 75 years.

Maggie McHugh noted that they had done a comprehensive year-long study to pinpoint the infiltration of their lines; the biggest culprit was at the Frying Pan river crossing. Once repaired, it will increase capacity at the sewer plant since it won't be treating infiltrating ground water.

Council questions and comments followed encouraging staff to work with the school and their drop-offs along Cottonwood Drive as school starts again in September. They would also be coordinating with the Roaring Fork Conservancy about anchor ice and water flows during the winter, and with RWAPA (Ruedi Water and Power Authority) regarding flows from Ruedi, Kathy Chandler Henry being the new point of contact.

7. COUNCIL ACTIONS:

7A. Continued Public Hearing and Second Reading Ordinance No. 08, Series of 2025: An Ordinance of the Town of Basalt, Colorado, Approving Amendments to Town Code Section 16-4, *Definitions*, Section 16-22, *Schedules of Uses and Requirements*, and the Addition of Section 16-192, *Natural Medicine*, for the Purpose of Regulating the Sale, Manufacturing, and Use of Natural Medicine in Basalt, Colorado (James Lindt, Jeff Conklin)

Assistant Planning Director James Lindt offered background on the proposed Ordinance. Proposition 122 allowing supervised use of psychedelic mushrooms (natural medicine) approved by the Colorado voters. The legislation allows that local governments can regulate

the time, manner and place of operations, but cannot prohibit the supervised use of natural medicine. Originally, the Ordinance was written to require natural medicines in medical centers. At the last Council meeting, Council directed staff to amend the draft ordinance to allow for natural medicine healing centers as special review uses in the C2 Zone district, which is the Midland downtown area, and in the C3 Zone District as special review uses irrespective of whether locations are medical centers or not.

The Ordinance has been amended. The Ordinance allows manufacturing and testing of natural medicine as a special review in the Industrial Zone District. The Ordinance also contains a 1,000 foot buffer from schools.

Mayor David Knight opened the public hearing at 7:25 PM. There were no public comments and the hearing was closed.

This Ordinance grandfathers in any providers that hold a license before the ordinance was approved. Any new applications in C2, or C3 outside of a medical center would be a special review.

M/S COUNCILORS SLACK AND SCHINDLER THAT THE TOWN COUNCIL ADOPT ORDINANCE NO. 08, SERIES OF 2025 ON SECOND READING. A ROLL CALL VOTE WAS HELD. THE MOTION CARRIED 5-1 WITH COUNCIL MEMBER ANDERSON OPPOSED.

8. INFORMATION AND CORRESPONDENCE: **8A.** Accounts Payable; **8B.** Advanced Agendas; **8C.** April 2025 Sales Tax Report; **8D.** Correspondence to the Town

9. ADJOURNMENT

The meeting adjourned at 7:27 PM.

The minutes of the June 24, 2025 meeting were read and approved this 8th day of July, 2025.

BASALT TOWN COUNCIL:

ATTEST:

By: _____
David Knight, Mayor

Pamela Schilling, Town Clerk

**TOWN OF BASALT
Presentation**

Item Number: 6A

Date: July 3, 2025

From: Michelle Bonfils Thibeault, AICP Planning Director

SUBJECT: Long-term funding source options to support affordable housing programs and development.

DETAILS: Existing deed-restricted housing in Basalt is largely the result of mitigation from new development, with a few exceptions such as the Habitat for Humanity development of Basalt Vista. Whereas mitigation continues to provide some new deed-restricted units, there is an exponential need for deed-restricted housing.

In 2024, the Town commissioned an updated Housing Needs Assessment which includes strategies for increasing deed-restricted housing. These strategies include updating aspects of the land use code (i.e. adoption of additional income categories 0, 4, and 5; mitigation requirements for new development; permitting ADUs; etc.) and new programs such as Deed-Restriction Incentive Program (adopted by not funded), land acquisition, and development of housing.

New programs require funding to implement. In 2025, Town Council adopted a Short-Term Rental (STR) regulatory fee directing revenue to affordable housing. Revenue from this source will be modest and for example could support acquisition of one or possibly two deed-restriction incentives per year. Additional funding is required to position the Town to provide more deed-restricted housing opportunities to maintain the community.

As part of the Housing Implementation contract, Design Workshop/Economic Planning Systems has created an overview of various tax revenue opportunities for long-term funding to pursue affordable housing programs and development. The attached Memorandum demonstrates annual and 10-year revenue generation from sales tax, lodging tax, property tax, and the STR regulatory fee for Council to consider.

Related Town Statute and or Town Actions: 2020 Basalt Master Plan Goal 2.1: *Provide housing that serves residents across a range of demographics, incomes and collective needs.* 2025 Strategic Work Plan: *Continue to explore creative ways to provide affordable housing.*

Attachments: A.) EPS Memorandum



Draft Memorandum

To: Michelle Thibeault, Planning Director, Town of Basalt
James Lindt, Assistant Planning Director, Town of Basalt

From: Brian Duffany, Principal
Louis Rosner, Associate

Subject: Housing Funding Options
EPS #243163

Date: July 3, 2025

This memorandum provides revised revenue projections building on the work found in the Town's 2024 Housing Needs Assessment (HNA) prepared by EPS. The 2024 HNA recommended that the Town seek a dedicated funding source for affordable housing. Four possible dedicated funding sources were identified by the Town and EPS, listed below.

- Sales tax
- Lodging tax
- Property tax
- Regulatory fee on short-term rentals

In Spring 2025, the Town passed a regulatory fee on short-term rentals of \$2,532 per bedroom.

EPS prepared revenue projections for each funding source including, for comparison, the STR fee that was passed recently. Revenues are projected out for each funding source over 10 years, assuming 2.0% annual revenue escalation. For the STR revenues, no revenue escalation or increase in licenses is assumed. A summary of the 10-year projections is shown in **Table 1**. More information on how each projection was prepared follows.

Sales tax projects to generate the most revenue followed by property tax and lodging tax. Over a ten-year period, sales tax yields between \$8.7 million and \$34.9 million, property tax between \$3.4 and \$6.7 million, and lodging tax between \$384,000 and \$1,500,000. The STR fee is projected to raise \$3.1 million with fee payments beginning in 2026 (Table 1).

Table 1. Summary of Revenue Projections

Summary of Revenue Projections	2025	2026	10-yr. Total
Sales Tax			
0.25%	\$797,500	\$813,450	\$8,732,402
0.50%	\$1,595,000	\$1,626,900	\$17,464,805
1.00%	\$3,190,000	\$3,253,800	\$34,929,610
Lodging Tax			
0.25%	\$35,063	\$35,764	\$383,925
0.50%	\$70,125	\$71,528	\$767,849
1.00%	\$140,250	\$143,055	\$1,535,698
Property Tax			
1.000	\$322,988	\$322,988	\$3,361,688
1.500	\$484,482	\$484,482	\$5,042,532
2.000	\$645,976	\$645,976	\$6,723,376
STR Fee			
\$2,532	-	\$307,638	\$3,076,380

Source: Economic & Planning Systems

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Sales Tax

Sales tax is a commonly used tool to raise revenue for large projects and capital expenditures. Sales tax increases generally have broader voter support than property tax increases. Today, the total combined sales tax rate in Basalt is 8.20% in the Eagle County portion and 9.30% in the Pitkin County portion (**Table 2.**). The Town also collects additional taxes on individual cigarettes, cigarette packs, tobacco products, and marijuana sales.

Table 2. Sales Tax Rates by Jurisdiction

Description	Basalt		Carbondale	Aspen	Glenwood Springs
	Pitkin County	Eagle County			
Sales Tax					
General sales tax	2.00%	2.00%	3.50%	0.90%	4.20%
<u>Parks and open space</u>	<u>1.00%</u>	<u>1.00%</u>	-	<u>1.50%</u>	-
Town Collections	3.00%	3.00%	3.50%	2.40%	4.20%
County	2.60%	1.50%	1.00%	2.60%	1.00%
State	2.90%	2.90%	2.90%	2.90%	2.90%
<u>Transportation</u>	<u>0.80%</u>	<u>0.80%</u>	<u>1.00%</u>	<u>0.40%</u>	<u>1.00%</u>
Total	9.30%	8.20%	11.90%	8.30%	9.10%
Other Sales Tax					
Individual cigarette	20.00%	20.00%			
Cigarette pack	\$2.00/pack	\$2.00/pack	\$4.00/pack	\$3.70/pack	\$4.00/pack
Other tobacco/nicotine prod	40.00%	40.00%	40.00%	40.00%	40.00%
Marijuana Sales Tax	5.00%	5.00%			5.00%

Source: Economic & Planning Systems

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The combined sales tax rate in Basalt falls at the midpoint compared to other jurisdictions in the Roaring Fork Valley. The Eagle County portion of the town collects the lowest combined sales tax rate among the RFV jurisdictions. The Pitkin County portion of the town collects the second highest rate in the RFV, only lower than Carbondale (**Table 2**).

The first step in projecting the revenue from a dedicated sales tax for housing is to estimate the base of taxable sales on which the sale tax will be collected. Using budget data from 2020-2024, EPS estimated 2025 sales tax receipts totaling \$6,380,000 (**Table 3**). Taxable sales are the baseline for calculating the revenue for future sales tax increases and are calculated by dividing the 2025 projected sales tax by the 2.00% general sales tax rate. Taxable sales in 2025 are therefore estimated to be \$319,000,000.

Table 3. Sales Tax Projection Inputs

Description	Input Value
2025 Basalt general sales tax rate	2.00%
2025 projected sales tax revenue	\$6,380,000
Taxable sales	\$319,000,000
Escalation	2.00%
Additional sales tax	0.25%
Additional sales tax	0.50%
Additional sales tax	1.00%

Source: Town of Basalt, Eagle County, Pitkin County; Economic & Planning Systems

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A quarter cent sales tax increase would generate between \$797,500 and \$950,000 per year, a half cent increase between \$1,595,000 and \$1,900,000 per year, and a full cent increase between \$3,190,000 and \$3,800,000 per year. Over a 10-year period an increase in the sales tax rate could generate between \$8.7 million and \$34.9 million (Table 4).

Table 4. Sales Tax Revenue Potential

Projected Revenue				
Tax Increase	0.25%	0.50%	1.00%	
	\$797,500	\$1,595,000	\$3,190,000	
2026	\$813,450	\$1,626,900	\$3,253,800	
10-yr Total	\$8,732,402	\$17,464,805	\$34,929,610	

Source: Town of Basalt; Economic & Planning Systems

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Currently Basalt charges a combined sales tax rate competitive with other RFV jurisdictions (**Table 2**). Increasing the sales tax rate could shift that dynamic. **Table 5** shows the changes to Basalt's combined sales tax rates and how that compares to other RFV jurisdictions.

Table 5. Increased Sales Tax Rates

Jurisdiction	Combined Sales Tax Rate
Aspen	8.30%
Carbondale	11.90%
Glenwood Springs	9.10%
Basalt Pitkin County	9.30%
0.25%	9.55%
0.50%	9.80%
1.00%	10.30%
Basalt Eagle County	8.20%
0.25%	8.45%
0.50%	8.70%
1.00%	9.20%

Source: Economic & Planning Systems

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The impacts of each sales tax option on a household's annual spending are estimated in **Table 6**. A sales tax increase adds between two cents and ten cents to a \$10 purchase, between \$.25 cents and \$1.00 to a \$100 grocery bill, and between \$.50 cents and \$2.00 to a \$200 grocery bill.

Table 6. Sales Tax Impact on Consumer Purchases

Projected Impact			
Tax Increase	0.25%	0.50%	1.00%
\$10 purchase	\$0.025	\$0.050	\$0.100
\$100 grocery bill	\$0.250	\$0.500	\$1.000
\$200 grocery bill	\$0.500	\$1.000	\$2.000

Source: Town of Basalt; Economic & Planning Systems

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Lodging Tax

The lodging tax rate in Basalt is 4.00%, in the middle range compared to other jurisdictions in the RFV (**Table 7**). Lodging sales pay both the lodging and combined sales tax summing to a combined sales and lodging tax rate that more accurately reflects the taxes paid on lodging. Basalt's combined tax rate is relatively lower than other RFV jurisdictions regardless of the county. The Pitkin County portion of Basalt charges a higher sales tax rate than Glenwood Springs. However, the 5.00% lodging tax rate Glenwood levies renders the total tax rate on lodging higher than Basalt Pitkin County. Carbondale's lodging tax rate is half that of Basalt but their 11.90% combined sales tax rate, highest in the RFV, produces a total lodging tax rate higher than Basalt (**Table 7**).

Table 7. Lodging Tax Rates by Jurisdiction

Description	Basalt Pitkin County	Eagle County	Carbondale	Aspen	Glenwood Springs
Lodging Tax Rate	4.00%	4.00%	2.00%	2.00%	5.00%
Combined Sales Tax Rate	9.30%	8.20%	11.90%	8.30%	9.10%
Lodging Tax Rate	4.00%	4.00%	2.00%	2.00%	5.00%
Total Paid on Lodging	13.30%	12.20%	13.90%	10.30%	14.10%

Source: Economic & Planning Systems

Z:\Shared\Projects\DEN\243163-Basalt Housing Implementation\Models\243163 Funding Model Update - 6-20-2025.xlsx]T - Regional Tax Summary

The methodology for projecting revenue from lodging tax increases is the same as sales tax. Lodging tax receipts for 2025 are projected using the Compound Annual Growth Rate (CAGR) over the previous five years and a baseline for taxable sales is estimated using the current 4.00% tax rate (Table 8).

Table 8. Lodging Tax Projection Inputs

Description	Input Value
2025 Basalt lodging tax rate	4.00%
2025 projected lodging tax revenue	\$561,000
Taxable sales	\$14,025,000
Escalation	2.00%
Additional lodging tax	0.25%
Additional lodging tax	0.50%
Additional lodging tax	1.00%

Source: Town of Basalt, Eagle County, Pitkin County; Economic & Planning Systems

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A quarter percent tax increase could generate between \$35,000 and \$41,000 per year, a half percent between \$70,000 and \$83,000 per year, and a full percent increase between \$140,000 and \$167,000. Over a 10-year period between the lodging tax rate increase could yield between \$384,000 and \$1,500,000 depending on the tax rate (Table 9).

Table 9. Lodging Tax Revenue Potential

Projected Revenue			
Tax Increase	0.25%	0.50%	1.00%
2025	\$35,063	\$70,125	\$140,250
2026	\$35,764	\$71,528	\$143,055
10-yr Total	\$383,925	\$767,849	\$1,535,698

Source: Town of Basalt; Economic & Planning Systems

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Property Tax

A property tax is another option for a dedicated funding source. The 2024 assessed value for Basalt was \$316,654,960 based on combined Eagle County and Pitkin County valuation. Assessed value is projected over a ten-year period using a 2.00% escalation rate applied every odd year to account for changes in valuation. The escalation rate is applied every other year to match the statewide reappraisal schedule (**Table 10**).

An additional 1.000 mill levy would generate between \$323,000 and \$349,000. A 1.500 mill levy would generate between \$484,000 and \$524,908. A 2.000 mill levy would generate between \$646,000 and \$699,000. Raising property taxes could raise between \$3,300,000 and \$6,700,000 over ten years (**Table 10**).

Table 10. Property Tax Revenue Potential

Projected Revenue			
Additional Mill Levy	1.000	1.500	2.000
2025	\$322,988	\$484,482	\$645,976
2026	\$322,988	\$484,482	\$645,976
2027	\$329,448	\$494,172	\$658,896
10-yr Total	\$3,361,688	\$5,042,532	\$6,723,376

Source: Town of Basalt; Economic & Planning Systems

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The annual and monthly increase to a property tax bill on the median home price is shown below. According to the Aspen Board of Realtors the 2025 median home value for Basalt is \$2,680,000, applying the 13.30% assessment rate gives a median assessed value of \$356,440. A mill levy of 1.000 increases property taxes by \$30 per month and \$356 per year. Each additional 0.500 mill increase adds \$15 per month and \$178 per year (Table 11).

Table 11. Annual and Monthly Property Tax Increase

Property Tax Bill Increase			
Assesment Rate	13.30%	13.30%	13.30%
Additional Mill Levy	1.000	1.500	2.000
Median Home Value	\$2,680,000	\$2,680,000	\$2,680,000
Monthly Increase	\$30	\$45	\$59
Yearly Increase	\$356	\$535	\$713

Source: Town of Basalt, Aspen Board of Realtors; Economic & Planning Systems

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Short-Term Rental Fee

The Basalt town council implemented a short-term regulatory fee that will take effect June 1, 2025. The annual \$2,532 fee is a per bedroom fee and payments will begin in 2026. Currently Basalt has 45 STRs with an estimated 122 bedrooms. The bedrooms per STR estimation is based on the 2024 STR study prepared by EPS. The town has two additional licenses pending approval, however the per-bedroom revenue for the pending STRs are not included in the revenue estimates. Additionally, no revenue escalation is applied. (Table 12).

Table 12. STR Fee Projection Inputs

Description	Input Value
Licensed STRs	45
Avg. Bedrooms per STR	2.7
Total Bedrooms	122
Fee per Bedroom	\$2,532
2026 Fee Revenue	\$307,638

Source: Town of Basalt; Economic & Planning Systems

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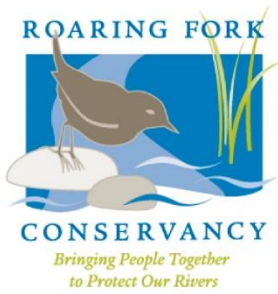
Assuming the STR bedroom fee remains unchanged, and the number of licenses stays constant, the STR fee is projected to generate \$307,638 per year and \$3.1 million over 10 years (Table 13).

Table 13. STR Fee Revenue Potential

Year	Projected Revenue
2026	\$307,638
2027	\$307,638
2028	\$307,638
2029	\$307,638
2030	\$307,638
2031	\$307,638
2032	\$307,638
2033	\$307,638
2034	\$307,638
<u>2035</u>	<u>\$307,638</u>
10-yr. Total	\$3,076,380

Source: Town of Basalt; Economic & Planning Systems

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Ruedi Winter Flow Agreement

For the last 5 years, Roaring Fork Conservancy (“RFC”) has worked with the Colorado River Water Conservation District (“River District”) and The Colorado Water Conservation Board (“CWCB”) to lease water from Ruedi Reservoir to supplement winter flows as a way of mitigating anchor ice for ecological benefit on the Fryingpan River.

Until 2023, CWCB fully funded the lease with water supplied by the River District, but CWCB board member’s concerns about the high lease costs and desire for local engagement led RFC to explore additional support. In 2023, several local entities contributed to the cost of the lease, including the Town of Basalt. However, realizing these were not sustainable donations, RFC is working to create a contract pool among Ruedi contract holders who are interested in donating or leasing water unused contract water for ecological benefit along with exploring additional funding opportunities.

RFC staff are working with Ramsey Kropf of Somach, Simmons, & Dunn to help facilitate these changes. In partnership with Town of Basalt staff, we have reviewed the town contract language and believe the Town has the opportunity to contribute currently unused contract water to benefit ecological winter flows on the Fryingpan River.

Contract Opportunities

The standard water contract, and both of Basalt’s water contracts for Ruedi Reservoir water contain the following language:

6a. Water delivered to the Contractor under this contract will be used through augmentation for municipal and domestic purposes. Place of use will occur within the Town of Basalt’s boundary, generally located withing Sections 7, 8, 17, and 18, T. 8 S., R. 86 W., sixth principal meridian..., within the Colorado River Basin in the State of Colorado.

The Bureau of Reclamation (BOR), who holds and administers Ruedi Water Contracts, has indicated it is likely to consider using Basalt’s contracted water with administrative approval. Colorado’s Department of Water Resources has indicated that it will administer this water as well, as it considers the water used to be within the language of Basalt’s existing water contracts. The CWCB has also indicated support.

With the Town’s support, RFC would like to create and facilitate a lease agreement between the Town and the CWCB that can be used in the winter of 2025-26 and for a period of years following that date to benefit Fryingpan winter flows and be used as a demonstration for others who have similar contract language and unused water.

RFC is hoping to partner with the Town and asks that the Town to donate excess contract water under a 5-year lease with CWCB, which lease would be renewable annually up to 300AF per year. This allows the Town to be flexible with their water on an annual basis and maintain what the Town needs annually to support its full municipal water supply and contribute to winter flows as desired and needed with any additional water from the contracts that it does not need to use. We appreciate the Town’s past support and we look forward to continued joint actions to protect our amazing riverscape.

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Photo: Paul Hilts

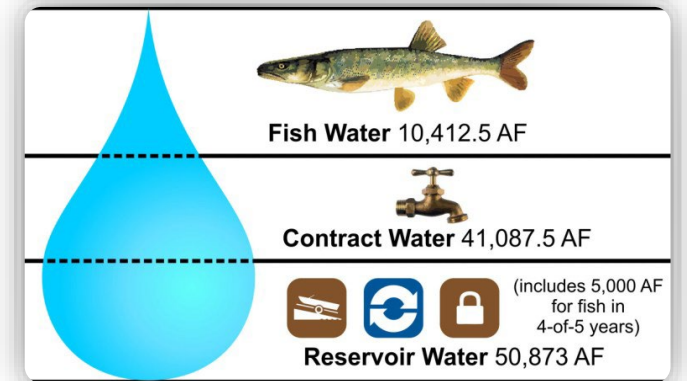
Roaring Fork Conservancy Ruedi Winter Flow Lease July 2025



RUEDI RESERVOIR BACKGROUND



- Ruedi Reservoir completed in 1968
 - West Slope Compensation for Fry-Ark Project
- Water is in 3 designated “pools”
 - [“Who owns the water in Ruedi Reservoir”](#) by Brent Garner-Smith. Aspen Journalism. 17 April 2016.
- “Contract Water” has a target area and beneficial use associated with it
 - Only the River District’s contract explicitly includes “winter environmental flows”
- “Fish Water” is designated for the 15-Mile Reach of the Colorado River near Grand Junction



What's happening on the 'Pan in the winter?



- Anchor Ice
- Surface Ice
- Environmental Flow Considerations



Winter Fryingpan Flow

- Can be managed at a minimum flow of 39cfs or inflow, whichever is less
- Concerns around riverine health following low flows
 - Anchor Ice Impacts
 - Aquatic Life/Macroinvertebrate Impacts
- Ecological goal to maintain 60-70cfs minimum

Anchor Ice and Aquatic Life Impacts

Summary Report: A Study of Macroinvertebrate Community Response to Winter Flows on the Fryingpan River - August 11, 2004 – Bill Miller

- *The available data suggest that anchor ice was at least partially responsible for the degraded condition of the macroinvertebrate community ... during the spring of 2003. To alleviate anchor ice related stress... an effort should be made to avoid low wintertime releases out of Ruedi Reservoir.*
- *The magnitude of discharge may be the most important factor that influences macroinvertebrates during the winter months.*
- *The formation and frequency of occurrence of anchor ice ... appears to be a contributing influence on macroinvertebrate community structure and function ... two or more concurrent winters with higher flows may be necessary to achieve an optimum balance in the macroinvertebrate community.*





Setting Winter Flow Targets

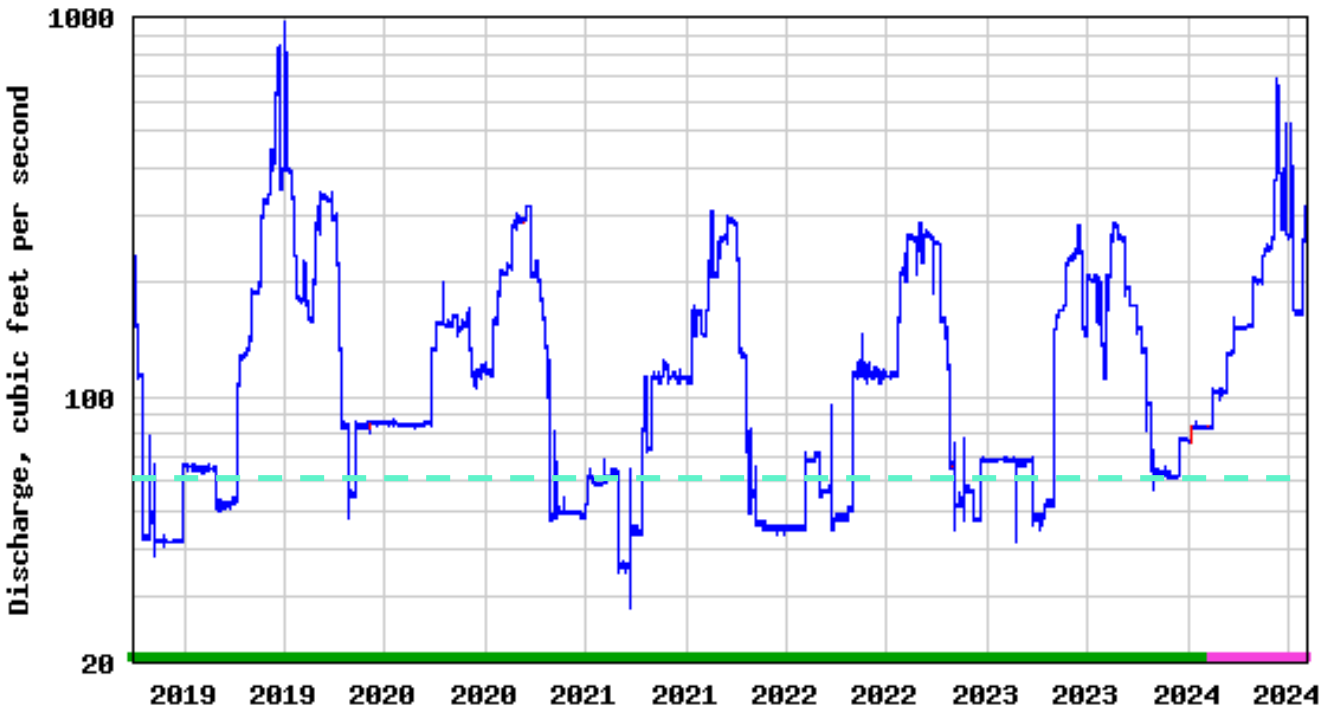
Summary Report: A Study of Macroinvertebrate Community Response to Winter Flows on the Fryingpan River - August 11, 2006 – Bill Miller

- *Flows greater than 70 cfs seem to result in less anchor ice in the upper half of the river than flows of approximately 40 cfs.*
- *Results of this study suggest that magnitude of discharge and air temperature work together to influence anchor ice formation.*
- *It appears that macroinvertebrate diversity and evenness recover in one to two years after severe anchor ice formation if winter flows remain greater than 70 cfs.*

Water YEAR	Acre Feet Leased
2018	0
2019	3500
2020	0
2021	3500
2022	1750
2023	3865
2024	0
2025	0



USGS 09080400 FRYINGPAN RIVER NEAR RUEDI, CO.





Anchor Ice Monitoring

- Surveys began winter 2020-21, now 5 consecutive years of data
 - 7 sites on the Lower Fryingpan River 2x week December through March
 - More than 200 surveys each winter
- Tracks relationship between ice presence/absence, flow, water temperature and air temperature

Past Winter Leases

Water YEAR	Acre Feet Leased	Cost	Start Date
2018	0	\$0	N/A
2019	3500	\$239,750	1-Jan
2020	0	\$0	N/A
2021	3500	\$239,750	1-Jan
2022	1750	\$119,875	1-Feb
2023	3865	\$263,120	15-Dec
2024	0	\$0	N/A
2025	0	\$0	N/A

- When conditions permits, BOR manages Ruedi winter releases with consideration for ecological flow targets (70-90cfs)
 - 2018, 2020, and 2024
- When necessary, water is leased to supplement minimum flows (39cfs or inflow)
 - 2019, 2021, 2022, and 2023
- Lease Costs
 - Rates set by River District board to be comparable to ag leases
 - First River District Environmental Lease
 - More expensive than other environmental contract water in Ruedi Reservoir

Town of Basalt and Winter Leasing

Raising water instead of dollars to meet ecological needs



Photo: Paul Hilts "Eagle on the Fryingpan River"

Demonstrate a water leasing partnership with the Town of Basalt

- Involves only contract water not being used
- Evaluated annually
 - No long-term obligation or risk to municipal needs
- Acts as a "pilot" for other potential partners with unused contract water
- In 2023, Basalt donated \$10,000 towards winter leasing

Could the town donate water it's not using to benefit the ecological health of the Fryingpan River rather than monetary contribution?



Heather Lewin
Science and Policy Director
heather@roaringfork.org
970-710-9023



WATER USE AGREEMENT

This Water Use Agreement (“Agreement”) is entered into by and between the Town of Basalt (referred to as “Basalt”), and the Colorado Water Conservation Board, an agency of the State of Colorado (“CWCB”), Individually, “Party”; together, “Parties.”

RECITALS

- A. The CWCB is an agency of the State of Colorado whose mission is to conserve, develop, protect, and manage Colorado’s water for present and future generations.
- B. Pursuant to C.R.S. § 37-92-102(3), the CWCB may acquire water by contractual agreement for the purpose of preserving or improving the natural environment to a reasonable degree (“ISF Lease Program”).
- C. Basalt is a Colorado home-rule municipality organized under Article XX of the Colorado Constitution and with the authority under its Home Rule Charter, that provides municipal and other water service within its jurisdictional boundaries in Eagle County and Pitkin County, Colorado.
- D. Basalt has entered two repayment contracts with the United States of America, Department of the Interior, through the Bureau of Reclamation (“USBR Contracts,” both attached hereto as Exhibit A). Contract No. 9-07-60-W0814 provides Basalt with 200 acre-feet of water per year stored in Ruedi Reservoir, and Contract No. 9-07-60-W0815 provides Basalt with 300 acre-feet of water per year stored in Ruedi Reservoir (collectively “Ruedi Water”). The USBR Contracts allow use of water for municipal and industrial use, and augmentation for municipal and domestic purposes.
- E. The CWCB holds an appropriated instream flow water right in the Fryingpan River decreed in Case No. W-1945 (“Fryingpan ISF Decree,” attached hereto as Exhibit B) to preserve the natural environment to a reasonable degree by protecting flow rates up to 39 cfs from November 1 to April 30 and 110 cfs from May 1 to October 31 on the reach of Fryingpan River extending from the confluence with Rocky Fork Creek to the confluence with the Roaring Fork River (“Fryingpan ISF Reach”). To the extent its Ruedi Water is not immediately needed by Basalt for any reason including its municipal, domestic, industrial and augmentation purposes, Basalt may elect to lease a portion of its excess Ruedi Water to the CWCB to prevent and mitigate the effects of anchor ice formation in the Frying Pan River near Basalt.
- F. The CWCB also holds appropriated instream flow water rights on the Colorado River decreed in Case Nos. 92CW286 and 94CW330 (“Colorado River ISF Decrees, attached hereto as Exhibit C) to preserve the natural environment to a reasonable degree by protecting flow rates up to a cumulative total of 881 cfs from July 1 to September 30 within the 15-Mile Reach extending from the tailrace of the Grand Valley pumping plant to the confluence with the Gunnison River (“Colorado River ISF Reach”).
- G. Wintertime formation of anchor ice in the Fryingpan River below Ruedi Reservoir has been documented to adversely impact aquatic habitat in the Fryingpan River. This habitat is within Basalt’s service area and supports Basalt’s municipal constituents in fishing and related businesses. Flows up to 70 cfs during the winter season have been recommended to help prevent and mitigate the effects of anchor ice formation.
- H. Basalt desires to lease/donate an excess portion of its Ruedi Water to the CWCB for use in both the Fryingpan ISF Reach and the Colorado River ISF Reach, when available and not needed by Basalt for any water use, including its municipal, domestic, industrial and augmentation use. Such lease of Basalt’s excess Ruedi Water is intended to allow CWCB to release the water for instream flow uses in the Fryingpan River as it flows through Basalt and

through its confluence with the Roaring Fork River on a short-term annual basis ("Annual ISF Lease"). The CWCB desires to accept Annual ISF Lease for use in the State's Fryingpan ISF Reach and Colorado River ISF Reach subject to the terms of this Agreement.

- I. Basalt's lease of water requires its Town Council's approval, and will continue to work with the CWCB, the local non-profit, the Roaring Fork Conservancy, and the Bureau of Reclamation to manage water releases of any available Ruedi Water.

NOW THEREFORE, in consideration of the mutual agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the CWCB and Basalt agree as follows:

AGREEMENT

1. **Incorporation.** The Parties hereby incorporate by this reference the recitals set forth above.
2. **Term.**
 - 2.1 **Effective Date.** This Agreement shall become effective on the date in which the Agreement is signed by the CWCB and Basalt.
 - 2.2 **Expiration Date.** Unless otherwise terminated pursuant to the terms set forth herein, this Agreement shall automatically expire five (5) years after the Effective Date.
 - 2.3 **Renewability.** The Parties may renew this Agreement to implement an additional five (5) Annual ISF Leases upon written agreement of the parties and subject to the CWCB's and Basalt's approval.
3. **Source and Use of Water**
 - 3.1 **Source.** The source of water to be used in an Annual ISF Lease shall be Ruedi Water stored and released from Ruedi Reservoir pursuant to Basalt's USBR Contracts ("Leased Water").
 - 3.2 **Use.** The Leased Water shall be used by the CWCB for instream flow purposes exclusively within the Fryingpan ISF Reach between January 1 and March 31. Any releases made prior to January 1 must be made with permission from Basalt and the Bureau of Reclamation and consistent with the terms of Basalt's USBR Contracts. Any Leased Water remaining after March 31 may be used to preserve and improve the natural environment to a reasonable degree within the 15-Mile Reach of the Colorado River. Use of Leased Water in the ISF Lease Program may be made following generation of hydropower at the facility located at the Ruedi Reservoir dam.
 - 3.3 **Rates of Flow for ISF Use.** Releases of Ruedi Water for use in the Fryingpan ISF Reach between January 1 and March 31 shall be used to preserve and improve the natural environment up to a rate of 70 cfs. After March 31, releases of Ruedi Water may be used to preserve and improve the natural environment within the 15-Mile Reach up to the target flow rates set by the U.S. Fish and Wildlife Service as part of the Upper Colorado Endangered Fish Recovery Program. Releases made to the 15-Mile Reach shall not cause the overall release from Ruedi Reservoir to exceed 300 cfs or cause the flow rate in the Fryingpan River below Ruedi Reservoir to exceed 350 cfs.
 - 3.4 **Volume.** The Leased Water available subject to this Agreement shall not exceed 300 acre-feet annually unless provided for by a written amendment to this Agreement. Furthermore, the amount of water leased in any given year may be less than 300 acre feet pursuant to the terms of paragraph 4.1

4. **Operation of Annual ISF Lease**

- 4.1 **Decision to implement ISF Lease.** No later than October 1 of each year, the CWCB, the Roaring Fork Conservancy and Basalt shall meet and determine whether Leased Water will be available and in what amount. Each year it shall be within Basalt's sole discretion as to the determination of whether Leased Water will be available that particular year and in what amount. No minimum amount of Leased Water is guaranteed in a given year. The decision to execute an Annual ISF Lease in a given year shall be made mutually between CWCB and Basalt. Basalt may approve an Annual ISF Lease at a regularly scheduled Town Council meeting. The CWCB may approve an Annual ISF Lease at a regularly scheduled Board Meeting.
- 4.2 **Delivery.** CWCB shall submit a release schedule to Basalt, the Roaring Fork Conservancy, and the Bureau of Reclamation prior to the operation of an Annual ISF lease. Basalt shall be responsible for arranging the delivery of Ruedi Water at the outlet works of Ruedi Reservoir into the Fryingpan River consistent with the CWCB release schedule, provided that the releases can be made within the operational limitations of Ruedi Reservoir as determined by the Bureau of Reclamation.
- 4.3 **Release Schedule.** Notwithstanding the term of any individual Annual ISF Lease entered pursuant to this Agreement, the CWCB's right to use the Leased Water shall be limited from the effective date of each Annual ISF Lease until December 31 of said year. The CWCB may not carry or book over Leased Water under any Annual ISF Lease that is not released in said year into another Annual ISF Lease year.
- 4.4 **Operations and Coordination.** Basalt and CWCB shall coordinate with the Roaring Fork Conservancy, Colorado Parks and Wildlife, the Bureau of Reclamation, and the U.S. Fish and Wildlife Service on the timing and rate of releases of Ruedi Water.
- 4.5 **Exclusivity.** The CWCB shall have the exclusive right to use the Leased Water for instream flow use to preserve and improve the natural environment to a reasonable degree, provided that the Leased Water will be used consistent with Basalt's USBR Contracts and in accordance with the Fryingpan-Arkansas Act and Operating Principles.
- 4.6 **Basalt's Reservation of Use.** Basalt reserves the right to use any of its USBR Contract Water for its own purposes that is not made available to or used by CWCB under this Agreement or any Annual ISF Lease.

5. **Approvals and Accounting**

- 5.1 **Bureau of Reclamation Approval.** Any Annual ISF Lease executed under this Agreement is subject to the Bureau of Reclamation's written approval. The parties shall coordinate to obtain any necessary approvals required to implement an Annual ISF Lease under this Agreement, including approval by the Bureau of Reclamation.
- 5.2 **Division Engineer Confirmation.** The CWCB must obtain approval from the Water Division 5 Engineer that the lease set forth in this Agreement is administrable. CWCB shall notify the Water Division 5 Engineer for water rights administration purposes when the Leased Water is being released pursuant to any Annual ISF Lease.
- 5.3 **Accounting.** The Parties agree to communicate, coordinate and cooperate, if needed, on any reasonably required accounting as set forth by the Colorado Division of Water Resources or Bureau of Reclamation.

6. **Price and Payment Procedure**

- 6.1 Basalt has agreed to donate its USBR Contract water as described herein by Annual ISF Lease to the CWCB.
- 6.2 Once Basalt and the CWCB mutually agree to implement an Annual ISF Lease in a given year, and the CWCB has approved the ISF Lease at a regularly scheduled Board meeting, and Basalt has approved the lease amount at a regularly scheduled Town Council meeting, the CWCB will issue appropriate documentation to accept the donation.

7. **Termination**

- 7.1 This Agreement may be terminated upon mutual agreement of the Parties or as described herein.
- 7.2 **Material Breach**. Either Party may terminate this Agreement for a material breach of the terms of this Agreement by the other Party; provided that the terminating Party has first given at least sixty (60) days prior written notice specifying in detail such alleged material breach and giving the other Party the right within such sixty (60) day period to cure and remedy such alleged material breach. Breach of any annual lease under this Agreement is not a breach of this Agreement. Basalt shall not be deemed to have materially breached this Agreement if pursuant to paragraph 4.1 it decides that less than 300 acre feet or no water will be made available for an Annual ISF Lease in any given year.
- 7.3 **Ability to Perform Impaired**. Either Party may terminate this Agreement if its legal ability to deliver Ruedi Water is materially impaired or is eliminated because of the termination or adverse modification of the USBR Contracts, permits, decrees, or other authorizations or legal or administrative findings that are necessary to deliver Ruedi Water; provided that the terminating Party has first given at least sixty (60) days prior written notice to the other Party specifying the issue and steps taken to resolve the issue.
- 7.4 **Notice of Breach**. Prior to commencing any action for enforcement of this Agreement, the Party seeking enforcement shall give the other Party no less than sixty (60) days prior written notice specifying in detail the basis for the enforcement action and the desired outcome that would resolve the perceived need for enforcement.

8. **Remedies**.

- 8.1 **Available Remedies**. Remedies under this Agreement are limited to remedies available under Colorado law.
- 8.2 **Costs and Fees**. In the event of a dispute under this Agreement, each Party shall bear its own costs and fees, including attorney's fees.

9. **Force Majeure**. In the event either Party is unable to perform its obligations under the terms of this Agreement because of acts of God; natural disasters; epidemics; actions or omissions by governmental authorities; unavailability of supplies or equipment critical to perform; major equipment or facility breakdown; changes in Colorado or federal law, including, without limitation, changes in any permit; or other causes reasonably beyond that Party's control, such Party shall not be liable to the other Party for any damages resulting from such failure to perform or otherwise from such causes.

10. **Notices**. Any notice required or permitted to be given by a Party under or in connection with this Agreement shall be in writing and shall be deemed duly given when personally delivered or sent by: (a) registered or certified mail, return receipt requested, postage prepaid, (b) expedited courier service, or (c) email with confirmation of receipt, to the following:

If to CWCB: Colorado Water Conservation Board
Attention: Chief, Stream and Lake Protection Section
1313 Sherman Street, Room 718
Denver, CO 80203
Email: dnr_cwcbisf@state.co.us

With a copy to: CWCB ISF Program
Attention: Rob Viehl
1313 Sherman St.,
Rm.718 Denver, CO 80203
Email: rob.viehl@state.co.us

If to Basalt: Town of Basalt
Attention: Town Manager
101 Midland Ave
Basalt, CO 81621

With a copy to: Ryan Jarvis
JVAM PLLC
305 Gold Rivers Court, Suite 200
Basalt, CO 81621
Email: ryan@jvamlaw.com

11. **Miscellaneous.**

- 11.1 **No Agency.** Nothing in this Agreement will be construed as creating any agency, partnership, joint venture or other form of joint enterprise between the Parties. Notwithstanding the foregoing, the CWCB or Basalt may elect to designate an agent to undertake specific responsibilities under this Agreement. Should the CWCB or Basalt elect to do so, it shall provide written notice to the other party of such designation including the identity of such agent; contact information for such agent, including a principal point of contact; and clearly defined description(s) of the responsibilities such agent shall undertake on behalf of the CWCB or Basalt.
- 11.2 **Heirs and Assigns.** This Agreement shall inure to and be binding on the heirs, executors, administrators, successors, and permitted assigns of the Parties.
- 11.3 **Choice of Law.** This Agreement shall be construed in accordance with the laws of the State of Colorado, as amended, without reference to conflicts of laws.
- 11.4 **No Waiver of Immunities.** No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 et seq.
- 11.5 **No Waiver.** No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other of the provisions of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default or breach hereunder be deemed a waiver of any subsequent default or breach hereunder.
- 11.6 **Assignment.** This Agreement may be assigned by either Party upon the prior written consent of the other Party.

- 11.7 Amendment. No amendment, modification, or novation of this Agreement or its provisions and implementation shall be effective unless subsequently documented in writing that is approved and executed by both Parties with the same formality as they have approved and executed the original Agreement.
- 11.8 Severability. If any provision of this Agreement is held illegal or unenforceable in a judicial proceeding, such provision shall be severed and shall be inoperative, and the remainder of this Agreement shall remain operative and binding on the Parties.
- 11.9 Merger. This Agreement constitutes the entire Agreement between the Parties and sets forth the rights, duties, and obligations of each to the other as of the Effective Date. Any prior Agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect.
- 11.10 No Third-Party Beneficiaries. This Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the Parties.
- 11.11 Headings. The headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.
- 11.12 Non-Discrimination. The Parties will fulfill their obligations under this Agreement without discriminating, harassing, or retaliating on the basis of race, color, national origin, ancestry, sex, age, pregnancy status, religion, creed, disability sexual orientation, genetic information, spousal or civil union status, veteran status, or any other status projected by applicable law.
- 11.13 Authority. Each Party represents that it has obtained all necessary approvals, consents, and authorizations to enter into this Agreement and to perform its duties under this Agreement; the person executing this Agreement on its behalf has the authority to do so; upon execution and delivery of this Agreement by the Parties, it is a valid and binding Agreement, enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law, or any other governing authority of that Party.

IN WITNESS WHEREOF, CWCB and Basalt hereby execute this Agreement on the dates set forth below.

COLORADO WATER CONSERVATION BOARD,
an agency of the State of Colorado:

Name:
Title:

Date:

TOWN OF BASALT

Date:

Name:

Title:

Date:

Attest:

DRAFT

LIST OF EXHIBITS

- A. USBR Contracts
- B. Fryingpan ISF Decree, Case No. W-1945
- C. Colorado River ISF Decrees, Case Nos. 92CW286 and 94CW330

DRAFT

COPY

CONTRACT NUMBER 9-07-60-W0814

UNITED STATES OF AMERICA
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

RUEDI RESERVOIR
FRYINGPAN-ARKANSAS PROJECT, COLORADO
Ruedi Reservoir Round II Water Sales

REPAYMENT CONTRACT BETWEEN THE UNITED STATES
AND THE TOWN OF BASALT, COLORADO

THIS CONTRACT, Made this 12 day of July, 1999 pursuant to the Act of June 17, 1902 (32 Stat. 388), and acts amendatory thereof and supplementary thereto, particularly Section 9(c)(1) of the Reclamation Project Act of 1939 (53 Stat. 1187), Title III of the Act of July 3, 1958 (72 Stat. 320), and the Act of August 16, 1962 (76 Stat. 389), as amended, collectively referred to as the Federal Reclamation Laws, is between the UNITED STATES of AMERICA, hereinafter referred to as the "United States," represented by the Contracting Officer executing this contract, and the TOWN OF BASALT, hereinafter referred to as the "Contractor."

WITNESSETH THAT

EXPLANATORY RECITALS:

a. WHEREAS, the United States has constructed Ruedi Reservoir and related facilities as a feature of the Fryingpan-Arkansas Project as authorized by the Act of August 16, 1962 (76 Stat. 389), as amended by the Act of October 27, 1974 (88 Stat. 1486), and the Act of November 3, 1978 (92 Stat. 2493), in substantial conformance with House Document No. 187, 83rd Congress, 1st Session, as modified by House Document No. 353, 86th Congress, 2nd Session, subject to the Operating Principles for the Fryingpan-Arkansas Project as set forth in House Document No. 130, 87th Congress, 1st Session.

b. WHEREAS, Ruedi Reservoir was authorized to provide storage capacity for replacement water for senior downstream diversion rights in western Colorado at times of Fryingpan-Arkansas Project diversions to the Arkansas River Basin in eastern Colorado, and to

furnish regulatory storage capacity and water to users in western Colorado for any purpose recognized by the laws of the United States.

c. WHEREAS, the capital costs for the construction of Ruedi Reservoir are allocated among the authorized purposes, including \$9,312,000 allocated to the regulatory purpose consisting of the initial construction cost plus interest during construction. Pursuant to Section 2 of the Act of August 16, 1962, as amended, this amount is reimbursable with interest in not more than 50 years from September 30, 1969, when Ruedi Reservoir was placed in service. Under the provisions of the Water Supply Act of 1958 (72 Stat. 297), interest charges on the \$9,312,000 did not accrue for the 10-year period ending September 30, 1979. The \$9,312,000 of costs allocated to the regulatory purpose are further allocated to Ruedi Reservoir Round I and Ruedi Reservoir Round II water sales and are \$1,419,402 and \$7,892,598 respectively. As of September 30, 1998, the uncontracted capital costs, including accrued interest, operation, maintenance and replacement costs for Ruedi Reservoir allocated to Ruedi Reservoir Round II water sales, hereinafter referred to as Round II were \$26,656,624.13.

d. WHEREAS, the Contractor desires to enter into a contract, pursuant to the Federal Reclamation Laws and the laws of the State of Colorado, for a quantity of water from the regulatory capacity of Ruedi Reservoir and to repay the reimbursable costs associated therewith as more specifically provided herein.

e. WHEREAS, the United States desires to provide the quantity of water requested by the Contractor pursuant to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

DEFINITIONS

1. Where used herein, unless specifically expressed otherwise or obviously inconsistent with the intent hereof, the term:

a. "United States" shall mean the United States of America, acting through the Secretary of the Interior hereinafter the "Secretary" or his duly authorized representative.

b. "Contracting Officer" shall mean the Secretary of the Interior or his duly authorized representative.

c. "Project" shall mean the Fryingpan-Arkansas Project, Colorado.

d. "Year" shall mean the period beginning January 1 and ending on the following December 31.

e. "Ruedi Reservoir" shall mean the dam, reservoir, and related facilities as presently constructed on the Fryingpan River above the Town of Basalt, Colorado, as a feature of the Fryingpan-Arkansas Project.

f. "Replacement capacity" shall mean that portion of the total capacity of Ruedi Reservoir required to permit Project diversions at times when such diversions could not otherwise have been made because of simultaneous demands of senior diversions in western Colorado that existed on April 30, 1959, and as further defined in Section 6.(a) of the Operating Principles, Fryingpan-Arkansas Project.

g. "Regulatory capacity" shall mean that portion of the total capacity of Ruedi Reservoir not needed for replacement purposes as further defined in Section 6.(b) of the Operating Principles, Fryingpan-Arkansas Project.

h. "Municipal and industrial uses" shall mean use of water by municipalities, industrial users, commercial recreation entities, and other water user entities not engaged in commercial agricultural production.

i. "Commercial agricultural uses" shall mean water used primarily for the commercial production of crops and livestock which are the principle sources of income for the user of such water.

j. "Capital costs" shall mean the capitalized investment for Ruedi Reservoir including construction costs, interest during construction, accrued interest, and accrued unpaid annual operation, maintenance, and replacement costs, and interest thereon and other appropriate costs allocable to the regulatory capacity.

k. "Operation and maintenance costs" shall mean those costs incurred to operate and maintain Ruedi Reservoir, including any administrative, overhead, or general expenses incurred by the United States, either directly or indirectly, in the operation and maintenance of Ruedi Reservoir and in the administration of this contract.

l. "Replacement costs" shall mean the costs incurred to remedy conditions brought about by the ordinary use of Ruedi Reservoir or to restore or replace components of the existing reservoir. For the purposes of this contract, replacement costs shall be those costs allocable to the regulatory capacity, but shall not include costs to increase the capacity of Ruedi Reservoir or to expand the purposes for which it was originally authorized and constructed.

m. "Marketable yield" shall mean the 46,500 acre-feet of water estimated to be available from the regulatory capacity of Ruedi Reservoir, including the 7,850 acre-feet previously sold under Round I, and the remaining 38,650 acre-feet designated for the Round II water sales.

TERM OF THE CONTRACT

2. This contract shall become effective on the date of execution and shall remain in effect until terminated in accordance with the provisions of Article 8 hereof; Provided, However, That at the end of the initial 25-years of the term of this contract (year 2024), all terms and conditions, including the quantity of water contracted for herein, are subject to renegotiation at the determination of the Contracting Officer, based on Federal laws and policies in effect at that time; Provided, Further, That the Contractor shall, subject to fulfillment of all obligations hereunder, have a first right for the purposes stated herein to the quantity of water contracted for herein from the marketable yield of Ruedi Reservoir.

CONTRACTED WATER SUPPLY

3. a. The Contractor hereby contracts for 200 acre-feet of water annually from the marketable yield of Ruedi Reservoir for municipal and industrial use subject to the terms and conditions of this contract.

b. The United States shall not enter into any contract that will result in the total amount of water marketed from the reservoir exceeding the marketable yield. Provided, That the United States reserves the right to make short-term (5 years or less) sales or leases of water from the regulatory capacity of Ruedi Reservoir for purposes recognized under the laws of the United States and the State of Colorado, as long as such sales or leases do not impinge upon the Contractor's entitlement to take delivery of water contracted for herein or adversely affect the determination of the marketable yield.

c. The Contractor shall have no right to carryover storage of undelivered water from year to year under this contract.

CONTRACTOR'S REPAYMENT OBLIGATION AND OTHER COSTS

4. a. For the water supply contracted for herein, the Contractor shall repay a proportionate share of the capital costs allocable to Round II. As of September 30, 1998, the unpaid uncontracted capital costs allocable to Round II were \$26,656,624.13. The Contractor's capital cost repayment obligation of \$139,820.00 represents the Contractor's proportionate ($200/[38,650 \text{ less previously marketed Round II water}]$) share of the unpaid capital costs allocable to Round II.

b. The Contractor's capital cost repayment obligation of \$139,820.00 shall be due and payable upon execution of this contract.

c. If, subsequent to the execution of this contract, additional capital costs are incurred for the regulatory capacity of Ruedi Reservoir, the Contractor shall pay a proportionate share of such additional costs allocable to Round II, as determined by the Contracting Officer, which share shall be in direct proportion to the contracted water supply specified in Article 3.a.above. Payment of such additional costs shall be upon such terms and conditions as determined by the parties hereto, based on Reclamation policies and laws in effect at the time. Prior to incurring such costs, the Contracting Officer shall notify the Contractor in writing of any necessary additional capital costs, including the basis for such costs and the Contractor's estimated proportionate share thereof.

d. The Contractor's capital cost obligation is a fixed obligation of the Contractor and is payable as provided for herein whether or not the quantity of water contracted for in Article 3.a. above is available for delivery to the Contractor.

e. In addition to the capital cost repayment obligation, the Contractor shall also pay a proportionate share of the actual annual reimbursable operation, maintenance, and replacement (OM&R) costs allocable to the marketable yield. The Contractor's share of the actual annual reimbursable OM&R costs shall be in direct proportion to the contracted water supply specified in Article 3.a. above to the 46,500 acre-foot marketable yield.

f. The annual OM&R charges shall be based on the Federal Fiscal Year (October 1 through the following September 30) accounting. Payment for the current fiscal year, as adjusted for actual OM&R charges for the previous fiscal year, shall become due and payable on or before January 1 of each year.

g. The annual OM&R charge will be due and payable upon execution of this contract and thereafter shall be due and payable on or before January 1 of each subsequent year of the term of this contract. The first Fiscal Year's charges, if less than a full Fiscal Year, shall be prorated on a monthly basis beginning with the first calendar month following execution of this contract. The annual OM&R charge will be based on estimates prepared by the Contracting Officer. In the event the estimated OM&R costs fall short of the actual OM&R costs, or whenever it is determined by the Contracting Officer that a deficit will occur after January 1 of the Fiscal Year, supplemental notices may be issued by the Contracting Officer requesting additional funds to cover such shortfall or deficiency. Funds not expended during the Fiscal Year will be carried over and applied as a credit against the Contractor's charges for the following Fiscal Year.

h. No water will be delivered at any time the Contractor is in default of any payment required pursuant to this contract. The Contractor shall make all payments required pursuant to this contract whether or not the quantity of water specified in Article 3.a. above is available for delivery and whether or not the Contractor is capable of using the water delivered or scheduled for delivery.

i. Payments shall be made to a certain bank by a medium specified by the Contracting Officer, by check to a certain lock box, or by wire transfer to the United States Treasury, or to such other locations and by such other methods as the Contracting Officer may specify and as are readily available to the Contractor for its use.

DELIVERY OF WATER

5. a. Before June 1 of each year, the Contractor shall submit to the Contracting Officer a written schedule of its anticipated monthly demand for the delivery of water for the following 12 months. The Contractor shall revise said schedule as necessary to reflect its expected demand schedule based on current hydrologic conditions. Notwithstanding the above, the Contractor shall be entitled to take delivery of water under this contract at any time upon 24 hours notice to the Contracting Officer or a designated representative. All notices requesting delivery of water or a change in the delivery schedule shall be in writing. Orders which cannot be transmitted in writing due to urgency or emergency situations may be telephoned to the Contracting Officer's designated representative, Provided, That such orders shall be confirmed in writing by the Contractor.

b. The Contracting Officer will notify the Contractor and the Division No. 5 Engineer, Colorado Division of Water Resources, of the date, time, and amount of all water released from Ruedi Reservoir and delivered pursuant to this contract.

c. The delivery of water pursuant to this contract will be made into the Fryingpan River at the outlet works of Ruedi Reservoir. All delivery of water shall be limited by the outlet capacity of Ruedi Reservoir. All water delivered to the Contractor from Ruedi Reservoir will be measured at the outlet works of Ruedi Reservoir by the Contracting Officer with equipment owned, operated, and maintained by the United States. The United States will not be responsible for control, carriage, use, handling, or distribution of water delivered to the Contractor beyond the delivery point, and the Contractor shall hold the United States harmless from and against all claims, demands, and causes of action on account of property damage, personal injury, or death resulting from the control, carriage, use, handling, or distribution of water delivered to the Contractor.

d. The Contractor will not be responsible for the storage of water in or operation and maintenance of Ruedi Reservoir and the United States shall protect, indemnify, and hold the Contractor harmless from and against all claims, demands, and causes of action of any nature whatsoever resulting from or in any manner connected with the storage of water in or the operation and maintenance of Ruedi Reservoir within the limits of the Federal Tort Claims Act (28 U.S.C. 2671-2680).

e. The United States reserves the right to release the water contracted for herein from an alternate reservoir or reservoirs, Provided, That such releases from an alternate reservoir or reservoirs shall neither diminish the water supply contracted for herein nor affect the Contractor's

ability to use the water for the purposes, at the location and at the time(s) as contemplated herein.

CONTRACTOR'S USE OF WATER

6. a. Water delivered to the Contractor under this contract will be used through augmentation for municipal and domestic purposes. Place of use will occur within the Town of Basalt's boundary, generally located within Sections 7, 8, 17 and 18, T. 8 S., R. 86 W., sixth principal meridian (see attached map), within the Colorado River Basin in the State of Colorado.

b. Lease, sale, donation, or other such disposal of any of the water contracted for herein shall require prior written approval of the Contracting Officer, Provided, That a municipal contractor may distribute the water contracted for herein to its customers and charge its customers such rates as permitted under Colorado law.

WATER SHORTAGE AND APPORTIONMENT

7. a. The Contracting Officer shall operate the Project in accordance with the Operating Principles for the Fryingpan-Arkansas Project as set forth in House Document No. 130, 87th Congress, 1st Session.

b. Water delivered pursuant to this contract is provided from the regulatory capacity of Ruedi Reservoir. Should shortages occur to the regulatory capacity, as determined by the Contracting Officer, based on schedules furnished pursuant to Article 5.a. above, such shortages will be apportioned among the Ruedi Reservoir contractors in the following manner: first, deliveries to all temporary and short-term contractors will be proportionately reduced up to 100 percent of their respective contracted amounts; second, deliveries to all Round II contractors will be proportionately reduced up to 100 percent of their respective contracted amounts; third, deliveries to all Round I municipal contractors will be proportionately reduced up to 30 percent of their respective contracted amounts; and finally, deliveries to all Round I contractors will be reduced up to 100 percent of their respective contracted amounts based on contract execution dates with the earliest date having highest priority; Provided, That the deliveries to all contracts with the same execution dates shall be proportionately reduced up to 100 percent of their respective remaining contracted amounts.

c. In administering shortage conditions, the Contracting Officer may require the Contractor to submit revised schedules pursuant to Article 5.a. above. The Contracting Officer reserves the right to limit the amount of water available for delivery under this contract to the amount specified in such revised schedules. Should any revised schedule require less than the total amount of water under contract by an individual contractor to meet the Contractor's expected demands, the Contracting Officer reserves the right to use all or any portion of the water not so scheduled by the Contractor for redistribution to other contractors to mitigate the effects

of the shortage. In no event shall any liability accrue against the United States or any of its officers, agents, or employees for any damage, either direct or indirect, arising out of such shortage.

d. No adjustment will be made in the payments required pursuant to this contract as a result of the Contracting Officer's inability to deliver water requested for delivery by the Contractor due to shortage conditions.

TERMINATION OF WATER DELIVERIES

8. Delivery of the water contracted for herein shall cease at the option of the United States upon failure of the Contractor to make payments as required by this contract or upon failure of the Contractor to abide by any lawful notice, order, or final administrative or judicial determination that the Contractor has violated a rule or regulation of the United States or the State of Colorado directly relating to and affecting the furnishing of water hereunder; Provided, That water deliveries hereunder shall not cease unless such failure or violation continues 60 days after the United States gives the Contractor written notice to remedy the failure or violation.

TERMINATION OF THE CONTRACT

9. a. This contract may be terminated and the delivery of water contracted for herein shall cease at the option of the United States upon failure of the Contractor to make payments as required by this contract or upon failure of the Contractor to abide by any lawful notice, order, or final administrative or judicial determination that the Contractor has violated a rule or regulation of the United States or the State of Colorado directly relating to and affecting the furnishing of water hereunder; Except, That this contract may not be terminated unless such failure or violation continues 60 days after the United States gives the Contractor written notice of such failure or violation.

b. The contractor may terminate this contract at the end of any year by providing written notice of such termination to the United States pursuant to Article 11 below not less than 90 days prior to the effective date of termination, Provided, That such termination must be necessitated by the Contractor's inability to meet the payments required hereunder due to the applicability of Amendment No. 1 (Tabor). Upon any such termination, the United States may make the water supply contracted for herein available to other contractors, or reallocate the contracted water supply to other purposes, and the contractor has no prior claim or right to enter into a contract for such water supply or any portion thereof in the future.

ENVIRONMENTAL COMPLIANCE

10. a. Compliance with the provisions of the National Environmental Policy Act (NEPA), as amended, and the Endangered Species Act (ESA), as amended, are a prerequisite to execution of this contract. The general environmental impacts associated with the Ruedi Reservoir Round II water marketing program under the preferred alternative with conservation measures are described in the Final Supplemental Environmental Statement (FSES) dated August 1, 1989. Additional compliance may also be required on a site-specific basis and shall be the responsibility of the United States using data and other information provided by the Contractor. The Contractor shall provide the necessary data and information and a site-specific mitigation plan, if required, to the Contracting Officer for approval. The data, information, and mitigation plan will cover those environmental impacts associated with the Contractor's diversions and on-site use of Ruedi Reservoir water. All costs associated with the preparation, approval, and implementation of NEPA and ESA compliance and mitigation plans, including costs incurred by the United States, shall be the responsibility of the Contractor.

b. The Contractor shall give notice to the United States concerning any changes in location of diversions, return flows, places or type of use, or diversion rates. The Contractor shall be responsible for any additional NEPA and ESA compliance or mitigation measures which may be required by the United States as the result of such changes and all associated costs, including costs incurred by the United States, shall be the responsibility of the Contractor.

c. The Contractor shall make advance payment for costs to be incurred by the United States which are the Contractor's responsibility under this Article 10.

NOTICES

11. Any notice, demand, or request authorized or required by this contract shall be deemed to have been given, on behalf of the Contractor, when mailed postage prepaid, or delivered to the Regional Director, Great Plains Region, Bureau of Reclamation, P.O. Box 36900, Billings, Montana 59107-6900, and on behalf of the United States, when mailed postage prepaid or delivered to the Contractor, Town of Basalt, c/o Town Administrator, 101 Midland Avenue, Basalt, Colorado 81621. The designation of the addressee or the address may be changed by notice given in the same manner as provided in this article for other notices.

ASSIGNMENT OF CONTRACT

12. a. No assignment or transfer of this contract or any rights or interests herein shall be valid until approved in writing by the Contracting Officer.

b. The United States reserves the right to enter into agreements with third party agents for the administration of this contract, Provided, That such agreements shall not adversely affect the rights of the Contractor to receive the water contracted for under this contract.


STANDARD CONTRACT ARTICLES

13. The standard contract articles applicable to this contract are listed below. The full text of these standard articles is attached as Exhibit A and is hereby made a part of this contract by this reference.

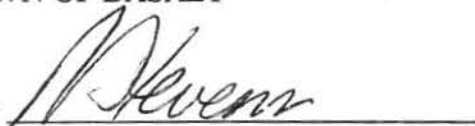
- A. Charges for Delinquent Payments
- B. General Obligation--Benefits Conditioned Upon Payment
- C. Contingent on Appropriation or Allotment of Funds
- D. Officials Not to Benefit
- E. Books, Records, and Reports
- F. Rules, Regulations, and Determinations
- G. Quality of Water
- H. Water and Air Pollution Control
- I. Water Conservation
- J. Equal Opportunity
- K. Compliance With Civil Rights Laws and Regulations
- L. Uncontrollable Forces
- M. Medium for Transferring Payments

IN WITNESS WHEREOF, the parties hereto have executed this contract supplement as of the day and year first above written.

THE UNITED STATES OF AMERICA

By 
Area Manager
Eastern Colorado Area Office

TOWN OF BASALT

By 
MAYOR
Title

ACKNOWLEDGEMENT

STATE OF COLORADO) ss.
COUNTY OF EAGLE

On June 8, 1999, ~~before me,~~ Richard P. Starns
 _____ appeared before me Pamela K. Schilling
 a person(s) whose name(s) (is)(are) subscribed to the within instrument

the person(s) whose name(s) (is)(are) subscribed to the within instrument
and known to me to have executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the
day and year in this acknowledgment first above written.



Notary Public

Pamela K. Schilling
101 Midland Ave.
Bassett CO 8162

My commission expires: 06-06-01



EXHIBIT A

STANDARD ARTICLES

A. CHARGES FOR DELINQUENT PAYMENTS

1. The Contractor shall be subject to interest, administrative and penalty charges on delinquent installments or payments. When a payment is not received by the due date, the Contractor shall pay an interest charge for each day the payment is delinquent beyond the due date. When a payment becomes 60 days delinquent, the Contractor shall pay an administrative charge to cover additional costs of billing and processing the delinquent payment. When a payment is delinquent 90 days or more, the Contractor shall pay an additional penalty charge of 6 percent per year for each day the payment is delinquent beyond the due date. Further, the Contractor shall pay any fees incurred for debt collection services associated with a delinquent payment.

2. The interest charge rate shall be the greater of the rate prescribed quarterly in the Federal Register by the Department of the Treasury for application to overdue payments, or the interest rate of 0.5 percent per month prescribed by section 6 of the Reclamation Project Act of 1939 (Public Law 76-260). The interest charge rate shall be determined as of the due date and remain fixed for the duration of the delinquent period.

3. When a partial payment on a delinquent account is received, the amount received shall be applied, first to the penalty, second to the administrative charges, third to the accrued interest, and finally to the overdue payment.

B. GENERAL OBLIGATION--BENEFITS CONDITIONED UPON PAYMENT

1. The obligation of the Contractor to pay the United States as provided in this contract is a general obligation of the Contractor notwithstanding the manner in which the obligation may be distributed among the Contractor's water users and notwithstanding the default of the individual water users in their obligations to the Contractor.

2. The payment of charges becoming due hereunder is a condition precedent to receiving benefits under this contract. No water will be made available to the Contractor from project facilities during any period in which the Contractor may be in arrears in the advance payment of any operation and maintenance charges due the United States or in arrears for more than 12 months in the payment of any construction charges due the United States. The Contractor shall not furnish water made available pursuant to this contract for lands or parties which are in arrears in the advance payment of operation and maintenance or toll charges or in arrears more than 12 months in the payment of construction charges as levied or established by the Contractor.

C. CONTINGENT ON APPROPRIATION OR ALLOTMENT OF FUNDS

The expenditure or advance of any money or the performance of any obligation of the United States under this contract shall be contingent upon appropriation or allotment of funds. Absence of appropriation or allotment of funds shall not relieve the Contractor from any obligations under this contract. No liability shall accrue to the United States in case funds are not appropriated or allotted.

D. OFFICIALS NOT TO BENEFIT

No Member of or Delegate to Congress, Resident Commissioner, or official of the Contractor shall benefit from this contract other than as a water user or landowner in same manner as other water users or landowners.

E. BOOKS, RECORDS, AND REPORTS

The Contractor shall establish and maintain accounts and other books and records pertaining to administration of the terms and conditions of this contract, including: the Contractor's financial transactions, water supply data, water-use data; and other matters that the Contracting Officer may require. Reports thereon shall be furnished to the Contracting Officer in such form and on such date or dates as the Contracting Officer may require. Subject to applicable Federal laws and regulations, each party to this contract shall have the right during office hours to examine and make copies of each other party's books and records relating to matters covered by the contract.

F. RULES, REGULATIONS, AND DETERMINATIONS

1. The parties agree that the delivery of water or the use of Federal facilities pursuant to this contract is subject to Reclamation law, as amended and supplemented, and the rules and regulations promulgated by the Secretary of the Interior under Reclamation law.
2. The Contracting Officer shall have the right to make determinations necessary to administer this contract that are consistent with the expressed and implied provisions of this contract, the laws of the United States and the State, and the rules and regulations promulgated by the Secretary of the Interior. Such determinations shall be made in consultation with the Contractor.

G. QUALITY OF WATER

The operation and maintenance of project facilities shall be performed in such manner as is practicable to maintain the quality of raw water made available through such facilities at the highest level reasonably attainable, as determined by the Contracting Officer. The United States does not warrant

the quality of water and is under no obligation to construct or furnish water treatment facilities to maintain or better the quality of water.

H. WATER AND AIR POLLUTION CONTROL

The Contractor, in carrying out this contract, shall comply with all applicable water and air pollution laws and regulations of the United States and the State, and shall obtain all required permits or licenses from the appropriate Federal, State, or local authorities.

I. WATER CONSERVATION

1. The Contractor shall develop and implement an effective water conservation program based on the Contractor's water conservation plan that has been reviewed by the Contracting Officer and determined to meet the conservation and efficiency criteria established under Federal law. The water conservation program shall contain definite water conservation objectives, appropriate economically feasible water conservation measures, and time schedules for meeting those objectives.

2. The Contractor shall submit to the Contracting Officer by December 31, of each calendar year a report on the status of the Contractor's implementation of its water conservation program.

3. At 5-year intervals, subsequent to the Contracting Officer's determination that the Contractor's water conservation program meets the conservation and efficiency criteria established under Federal law, the District shall submit to the Contracting Officer for review and evaluation updated water conservation programs. The Contracting Officer shall review and evaluate the updated water conservation program and determine if they meet the conservation and efficiency criteria established under Federal law.

J. EQUAL OPPORTUNITY

During the performance of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.

2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without discrimination because of race, color, religion, sex, or national origin.

3. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Contracting Officer, advising the said labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. The Contractor will furnish all information and reports required by said amended Executive Order and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the Contracting Officer and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the such rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part, and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in said amended Executive Order, and such other sanctions may be imposed and remedies invoked as provided in said Executive Order, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The Contractor will include the provisions of paragraphs 1. through 7. in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of said amended Executive Order, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

K. COMPLIANCE WITH CIVIL RIGHTS LAWS AND REGULATIONS

1. The Contractor shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), Section 504 of the Rehabilitation Act of 1975 (Public Law 93-112, as amended),

the Age Discrimination Act of 1975 (42 U.S.C. 6101, et seq.), and any other applicable civil rights laws, as well as with their respective implementing regulations and guidelines imposed by the United States Department of the Interior and/or the Bureau of Reclamation.

2. These statutes require that no person in the United States shall, on the grounds of race, color, national origin, handicap, or age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving financial assistance from the Bureau of Reclamation. By executing this contract, the Contractor agrees to immediately take any measures necessary to implement this obligation, including permitting officials of the United States to inspect premises, programs, and documents.

3. The Contractor makes this agreement in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property discounts, or other Federal financial assistance extended after the date hereof to the Contractor by the United States, including installment payments after such date on account of arrangements for Federal financial assistance which were approved before such date. The Contractor recognizes and agrees that such Federal assistance will be extended in reliance on the representations and agreements made in this article, and that the United States reserves the right to seek judicial enforcement thereof.

L. UNCONTROLLABLE FORCES

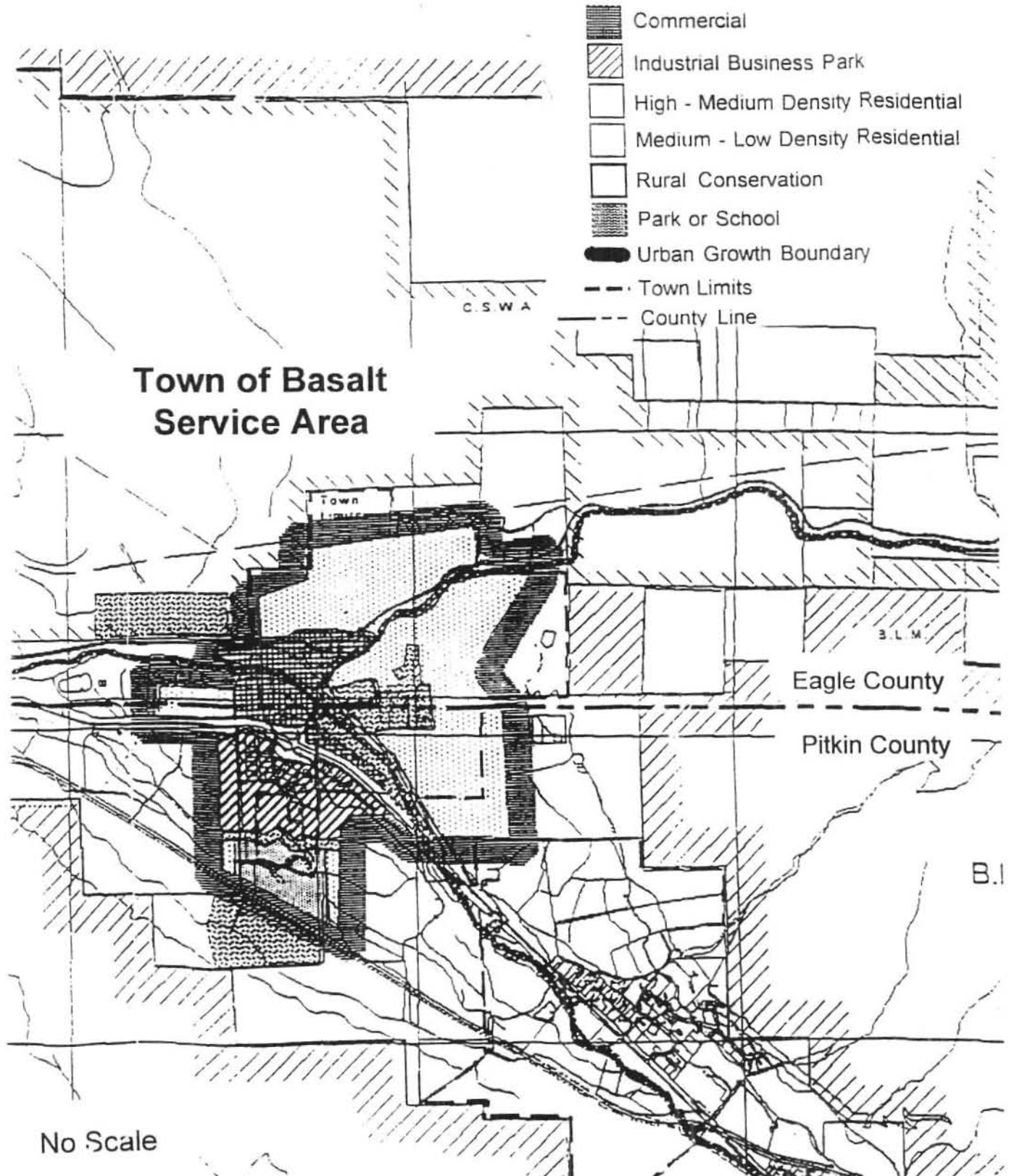
Neither party shall be considered to be in default in respect to any obligation hereunder, if prevented from fulfilling such obligation by reason of uncontrollable forces, the term "uncontrollable forces" being deemed, for the purpose of this contract, to mean any cause beyond the control of the party affected, including, but not limited to, drought, failure of facilities, flood, earthquake, storm, lightning, fire, epidemic, war, riot, civil disturbance, labor disturbance, sabotage, and restraint by court or public authority, which by exercise of due diligence and foresight, such party could not reasonably have been expected to avoid. Either party rendered unable to fulfill any obligation by reason of uncontrollable forces shall exercise due diligence to remove such inability with all reasonable dispatch.

M. MEDIUM FOR TRANSFERRING PAYMENTS

All payments from the Enterprise to the United States under this contract shall be made by the medium requested by the United States on or before the date payment is due. The required method of payment may include checks and/or wire transfers.

Town of Basalt Three Mile Plan

Land Use Map





United States Department of the Interior

BUREAU OF RECLAMATION
Great Plains Regional Office
P.O. Box 36900
Billings, MT 59107-6900

IN REPLY REFER TO:
GP-4100
WTR-4.03

OCT 24 2013

Mike Scanlon, Town Administrator
Town of Basalt
101 Midland Avenue
Basalt, CO 81621

Subject: Transmittal of an Executed Amendment to Contract Number 9-07-60-W0814
(Contract) with the Town of Basalt, Fryingpan-Arkansas Project, Colorado

Dear Mr. Scanlon:

Attached is the executed duplicate original amendment which allows the Contract to continue in perpetuity. The original amendment been maintained for our files.

If you have any questions, please call Tara Kinsey at 406-247-7650.

Sincerely,

L. Ann Petersen
For: Supervisory Repayment Specialist

Enclosure

bc: Assistant Solicitor, Water and Power, Washington D.C.
Attn: MS6415-MIB (w/copy)
Manager, Water and Environmental Resources Office
Attn: 84-550000 (w/copy)
GP-3300 (RSteinmetz) (w/original)
GP-4100 (TKinsey) (w/copy)
EC-1300 (MCollins, CRonca) (w/out copy)
EC-1310 (RRice, LHarger) (w/copy)

WBR:TKinsey:awhittington:9/26/2013:406-247-7650
T:\Business Resources\3000 Correspondence\GP-3100\TKinsey\Kinsey\Town of Basalt W0814
Executed Amendment.docx

COPY

UNITED STATES OF AMERICA
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

RUEDI RESERVOIR
FRYINGPAN-ARKANSAS PROJECT, COLORADO
Ruedi Reservoir Round II Water Sales

AMENDMENT NO. 1 OF THE CONTRACT BETWEEN THE UNITED STATES
AND THE TOWN OF BASALT

THIS CONTRACT AMENDMENT, Made this 21st day of Oct 2013, pursuant to the Act of June 17, 1902 (32 Stat. 388), and acts amendatory thereof and supplementary thereto, particularly Section 9(c)(1) of the Reclamation Project Act of 1939 (53 Stat. 1187), Title III of the Act of July 3, 1958 (72 Stat. 320), and the Act of August 16, 1962 (76 Stat. 389), as amended, collectively referred to as the Federal Reclamation Laws, is between the UNITED STATES OF AMERICA, hereinafter referred to as the "United States," represented by the Contracting Officer executing this Contract Amendment, and the TOWN OF BASALT, hereinafter referred to as the "Contractor." The United States and the Contractor are each sometimes referred to as "Party" and collectively as the "Parties."

WITNESSETH THAT

EXPLANATORY RECITALS:

- a. WHEREAS, the Parties entered into Contract Number 9-07-60-W0814 on July 12, 1999 hereinafter referred to as the Existing Contract; and
- b. WHEREAS, Article 2 of the Existing Contract has an expiration date; and
- c. WHEREAS, Article 4 of the Existing Contract assigns the Contractor a proportionate share of the capital costs of Ruedi Reservoir; and
- d. WHEREAS, the Parties desire to delete the term in the Existing Contract to allow the Existing Contract to continue in perpetuity as a repayment contract under the specific authority of Section 9(c)(1) of the Reclamation Project Act of 1939 (53 Stat. 1187).

NOW THEREFORE, in consideration of the mutual covenants herein contained, the Parties hereto agree as follows:

TERM OF CONTRACT


1. Article 2 of the Existing Contract is hereby superseded in its entirety and replaced with the following:

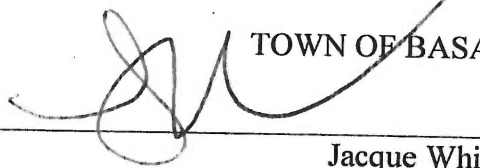
“2. This contract shall become effective on the date of execution and shall remain in effect unless terminated in accordance with the provisions of Article 9.”

2. Except as specifically altered herein, the Existing Contract remains in full force and effect.

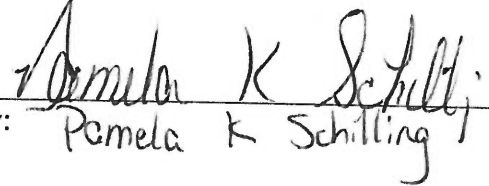
IN WITNESS WHEREOF, the parties hereto have executed this Contract Amendment as of the day and year first above written.

THE UNITED STATES OF AMERICA

By 
Michael J. Ryan
Regional Director
Great Plains Regional Office
Bureau of Reclamation

By  TOWN OF BASALT
Jacque Whitsitt
Mayor

ATTEST:


By: Pamela K Schilling
Town Clerk
Title:



COPY

CONTRACT NO. 9-07-60-W0815

UNITED STATES OF AMERICA
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

RUEDI RESERVOIR
FRYINGPAN-ARKANSAS PROJECT, COLORADO
Ruedi Reservoir Round II Water Sales

REPAYMENT CONTRACT BETWEEN THE UNITED STATES
AND THE TOWN OF BASALT, COLORADO

THIS CONTRACT, Made this 12 day of July, 1999 pursuant to the Act of June 17, 1902 (32 Stat. 388), and acts amendatory thereof and supplementary thereto, particularly Section 9(c)(1) of the Reclamation Project Act of 1939 (53 Stat. 1187), Title III of the Act of July 3, 1958 (72 Stat. 320), and the Act of August 16, 1962 (76 Stat. 389), as amended, collectively referred to as the Federal Reclamation Laws, is between the UNITED STATES OF AMERICA, hereinafter referred to as the "United States," represented by the Contracting Officer executing this contract, and the TOWN OF BASALT, COLORADO, hereinafter referred to as the "Contractor."

WITNESSETH THAT

EXPLANATORY RECITALS:

a. WHEREAS, the United States has constructed Ruedi Reservoir and related facilities as a feature of the Fryingpan-Arkansas Project as authorized by the Act of August 16, 1962 (76 Stat. 389), as amended by the Act of October 27, 1974 (88 Stat. 1486), and the Act of November 3, 1978 (92 Stat. 2493), in substantial conformance with House Document No. 187, 83rd Congress, 1st Session, as modified by House Document No. 353, 86th Congress, 2nd Session, subject to the Operating Principles for the Fryingpan-Arkansas Project as set forth in House Document No. 130, 87th Congress, 1st Session.

b. WHEREAS, Ruedi Reservoir was authorized to provide storage capacity for replacement water for senior downstream diversion rights in western Colorado at times of Fryingpan-Arkansas Project diversions to the Arkansas River Basin in eastern Colorado, and to furnish regulatory storage capacity and water to users in western Colorado for any purpose recognized by the laws of the United States.

c. WHEREAS, the capital costs for the construction of Ruedi Reservoir are allocated among the authorized purposes, including \$9,312,000 allocated to the regulatory purpose

consisting of the initial construction cost plus interest during construction. Pursuant to Section 2 of the Act of August 16, 1962, as amended, this amount is reimbursable with interest in not more than 50 years from September 30, 1969, when Ruedi Reservoir was placed in service. Under the provisions of the Water Supply Act of 1958 (72 Stat. 297), interest charges on the \$9,312,000 did not accrue for the 10-year period ending September 30, 1979. The \$9,312,000 of costs allocated to the regulatory purpose are further allocated to Ruedi Reservoir Round I and Ruedi Reservoir Round II water sales and are \$1,419,402 and \$7,892,598 respectively. As of September 30, 1998, the uncontracted capital costs, including accrued interest, operation, maintenance, and replacement costs for Ruedi Reservoir allocated to Ruedi Reservoir Round II water sales, hereinafter referred to as Round II were \$26,656,624.13.

d. WHEREAS, the Contractor desires to enter into a contract, pursuant to the Federal Reclamation Laws and the laws of the State of Colorado, for a quantity of water from the regulatory capacity of Ruedi Reservoir and to repay the reimbursable costs associated therewith as more specifically provided herein.

e. WHEREAS, the United States desires to provide the quantity of water requested by the Contractor pursuant to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

DEFINITIONS

1. Where used herein, unless specifically expressed otherwise or obviously inconsistent with the intent hereof, the term:

a. "United States" shall mean the United States of America, acting through the Secretary of the Interior hereinafter the "Secretary" or his duly authorized representative.

b. "Contracting Officer" shall mean the Secretary of the Interior or his duly authorized representative.

c. "Project" shall mean the Fryingpan-Arkansas Project, Colorado.

d. "Year" shall mean the period beginning January 1 and ending on the following December 31.

e. "Ruedi Reservoir" shall mean the dam, reservoir, and related facilities as presently constructed on the Fryingpan River above the Town of Basalt, Colorado, as a feature of the Fryingpan-Arkansas Project.

f. "Replacement capacity" shall mean that portion of the total capacity of Ruedi Reservoir required to permit Project diversions at times when such diversions could not otherwise have been made because of simultaneous demands of senior diversions in western Colorado that existed on April 30, 1959, and as further defined in Section 6(a) of the Operating Principles, Fryingpan-Arkansas Project.

g. "Regulatory capacity" shall mean that portion of the total capacity of Ruedi Reservoir not needed for replacement purposes as further defined in Section 6(b) of the Operating Principles, Fryingpan-Arkansas Project.

h. "Municipal and industrial uses" shall mean use of water by municipalities, industrial users, commercial recreation entities, and other water user entities not engaged in commercial agricultural production.

i. "Commercial agricultural uses" shall mean water used primarily for the commercial production of crops and livestock which are the principle sources of income for the user of such water.

j. "Capital costs" shall mean the capitalized investment for Ruedi Reservoir including construction costs, interest during construction, accrued interest, and accrued unpaid annual operation, maintenance, and replacement costs, and interest thereon, and other appropriate costs allocable to the regulatory capacity.

k. "Operation and maintenance costs" shall mean those costs incurred to operate and maintain Ruedi Reservoir, including any administrative, overhead, or general expenses incurred by the United States, either directly or indirectly, in the operation and maintenance of Ruedi Reservoir and in the administration of this contract.

l. "Replacement costs" shall mean the costs incurred to remedy conditions brought about by the ordinary use of Ruedi Reservoir or to restore or replace components of the existing reservoir. For the purposes of this contract, replacement costs shall be those costs allocable to the regulatory capacity, but shall not include costs to increase the capacity of Ruedi Reservoir or to expand the purposes for which it was originally authorized and constructed.

m. "Marketable yield" shall mean the 46,500 acre-feet of water estimated to be available from the regulatory capacity of Ruedi Reservoir, including the 7,850 acre-feet previously sold under Round I, and the remaining 38,650 acre-feet designated for the Round II water sales.

TERM OF THE CONTRACT

2. This contract shall become effective on the date of execution and shall remain in effect until terminated in accordance with the provisions of Article 8 hereof; Provided, However, That at the end of the initial 25-years of the term of this contract (year 2024), all terms and conditions, including the quantity of water contracted for herein, are subject to renegotiation at the determination of the Contracting Officer, based on Federal laws and policies in effect at that time; Provided, Further, That the Contractor shall, subject to fulfillment of all obligations hereunder, have a first right for the purposes stated herein to the quantity of water contracted for herein from the marketable yield of Ruedi Reservoir.

CONTRACTED WATER SUPPLY

3. a. The Contractor hereby contracts for 300 acre-feet of water annually from the marketable yield of Ruedi Reservoir for municipal and industrial use subject to the terms and conditions of this contract.

b. The United States shall not enter into any contract that will result in the total amount of water marketed from the reservoir exceeding the marketable yield, Provided, That the United States reserves the right to make short-term (5 years or less) sales or leases of water from the regulatory capacity of Ruedi Reservoir for purposes recognized under the laws of the United States and the State of Colorado, as long as such sales or leases do not impinge upon the Contractor's entitlement to take delivery of water contracted for herein or adversely affect the determination of the marketable yield.

c. The Contractor shall have no right to carryover storage of undelivered water from year to year under this contract.

CONTRACTOR'S REPAYMENT OBLIGATION AND OTHER COSTS

4. a. For the water supply contracted for herein, the Contractor shall repay a proportionate share of the capital costs allocable to Round II. As of September 30, 1998, the unpaid uncontracted capital costs allocable to Round II were \$26,656,624.13. The Contractor's capital cost repayment obligation of \$209,730.00 represents the Contractor's proportionate (300/[38,650 less previously marketed Round II water]) share of the unpaid capital costs allocable to Round II. The Contractor's capital cost repayment obligation shall be repaid in annual installments as shown in the following table:

<u>Year</u>	<u>Annual Payment</u>	<u>Principle</u>	<u>Interest</u>	<u>Balance</u>
				\$209,730.00
1999	\$13,262.00	\$13,262.00	\$ 0.00	\$196,468.00
2000	\$13,262.00	\$ 7,277.58	\$ 5,984.42	\$189,190.42
2001	\$13,262.00	\$ 7,499.26	\$ 5,762.74	\$181,691.16
2002	\$13,262.00	\$ 7,727.69	\$ 5,534.31	\$173,963.47
2003	\$13,262.00	\$ 7,963.07	\$ 5,298.93	\$166,000.40
2004	\$13,262.00	\$ 8,205.63	\$ 5,056.37	\$157,794.77
2005	\$13,262.00	\$ 8,455.57	\$ 4,806.43	\$149,339.20
2006	\$13,262.00	\$ 8,713.13	\$ 4,548.87	\$140,626.07
2007	\$13,262.00	\$ 8,978.53	\$ 4,283.47	\$131,647.54
2008	\$13,262.00	\$ 9,252.02	\$ 4,009.98	\$122,395.52
2009	\$13,262.00	\$ 9,533.83	\$ 3,728.17	\$112,861.69
2010	\$13,262.00	\$ 9,824.23	\$ 3,437.77	\$103,037.46
2011	\$13,262.00	\$10,123.48	\$ 3,138.52	\$ 92,913.98
2012	\$13,262.00	\$10,431.84	\$ 2,830.16	\$ 82,482.14
2013	\$13,262.00	\$10,749.59	\$ 2,512.41	\$ 71,732.54
2014	\$13,262.00	\$11,077.03	\$ 2,184.97	\$ 60,655.52
2015	\$13,262.00	\$11,414.43	\$ 1,847.57	\$ 49,241.08
2016	\$13,262.00	\$11,762.12	\$ 1,499.88	\$ 37,478.97
2017	\$13,262.00	\$12,120.39	\$ 1,141.61	\$ 25,358.58
2018	\$13,262.00	\$12,489.58	\$ 772.42	\$ 12,869.00
2019	\$13,260.99	\$12,869.00	\$ 391.99	\$ 0.00

b. The Contractor's first annual capital cost payment shall be due and payable upon execution of this contract, and thereafter, shall be due and payable on January 1 of each subsequent year until payment of the capital cost obligation is complete.

c. If, subsequent to the execution of this contract, additional capital costs are incurred for the regulatory capacity of Ruedi Reservoir, the Contractor shall pay a proportionate share of such additional costs allocable to Round II, as determined by the Contracting Officer, which share shall be in direct proportion to the contracted water supply specified in Article 3.a. above. Payment of such additional costs shall be upon such terms and conditions as determined by the parties hereto, based on Reclamation policies and laws in effect at the time. Prior to incurring such costs, the Contracting Officer shall notify the Contractor in writing of any necessary additional capital costs, including the basis for such costs and the Contractor's estimated proportionate share thereof.

d. The Contractor's capital cost obligation is a fixed obligation of the Contractor and is payable as provided for herein whether or not the quantity of water contracted for in Article 3.a. above is available for delivery to the Contractor.

e. In addition to the capital cost repayment obligation, the Contractor shall also pay a proportionate share of the actual annual reimbursable operation, maintenance, and replacement (OM&R) costs allocable to the marketable yield. The Contractor's share of the actual annual reimbursable OM&R costs shall be in direct proportion to the contracted water supply specified in Article 3.a. above to the 46,500 acre-foot marketable yield.

f. The annual OM&R charges shall be based on the Federal Fiscal Year (October 1 through the following September 30) accounting. Payment for the current fiscal year, as adjusted for actual OM&R charges for the previous fiscal year, shall become due and payable on or before January 1 of each year.

g. The annual OM&R charge will be due and payable upon execution of this contract and thereafter shall be due and payable on or before January 1 of each subsequent year of the term of this contract. The first Fiscal Year's charges, if less than a full Fiscal Year, shall be prorated on a monthly basis beginning with the first calendar month following execution of this contract. The annual OM&R charge will be based on estimates prepared by the Contracting Officer. In the event the estimated OM&R costs fall short of the actual OM&R costs, or whenever it is determined by the Contracting Officer that a deficit will occur after January 1 of the Fiscal Year, supplemental notices may be issued by the Contracting Officer requesting additional funds to cover such shortfall or deficiency. Funds not expended during the Fiscal Year will be carried over and applied as a credit against the Contractor's charges for the following Fiscal Year.

h. No water will be delivered at any time the Contractor is in default of any payment required pursuant to this contract. The Contractor shall make all payments required pursuant to this contract whether or not the quantity of water specified in Article 3.a. above is available for delivery and whether or not the Contractor is capable of using the water delivered or scheduled for delivery.

i. Payments shall be made to a certain bank by a medium specified by the Contracting Officer, by check to a certain lock box, or by wire transfer to the United States Treasury, or to such other locations and by such other methods as the Contracting Officer may specify and as are readily available to the Contractor for its use.

DELIVERY OF WATER

5. a. Before June 1 of each year, the Contractor shall submit to the Contracting Officer a written schedule of its anticipated monthly demand for the delivery of water for the following 12 months. The Contractor shall revise said schedule as necessary to reflect its expected demand schedule based on current hydrologic conditions. Notwithstanding the above, the Contractor shall be entitled to take delivery of water under this contract at any time upon 24 hours notice to the Contracting Officer or a designated representative. All notices requesting delivery of water or a

change in the delivery schedule shall be in writing. Orders which cannot be transmitted in writing due to urgency or emergency situations may be telephoned to the Contracting Officer's designated representative, Provided, That such orders shall be confirmed in writing by the Contractor.

b. The Contracting Officer will notify the Contractor and the Division No. 5 Engineer, Colorado Division of Water Resources, of the date, time, and amount of all water released from Ruedi Reservoir and delivered pursuant to this contract.

c. The delivery of water pursuant to this contract will be made into the Fryingpan River at the outlet works of Ruedi Reservoir. All delivery of water shall be limited by the outlet capacity of Ruedi Reservoir. All water delivered to the Contractor from Ruedi Reservoir will be measured at the outlet works of Ruedi Reservoir by the Contracting Officer with equipment owned, operated, and maintained by the United States. The United States will not be responsible for control, carriage, use, handling, or distribution of water delivered to the Contractor beyond the delivery point, and the Contractor shall hold the United States harmless from and against all claims, demands, and causes of action on account of property damage, personal injury, or death resulting from the control, carriage, use, handling, or distribution of water delivered to the Contractor.

d. The Contractor will not be responsible for the storage of water in or operation and maintenance of Ruedi Reservoir and the United States shall protect, indemnify, and hold the Contractor harmless from and against all claims, demands, and causes of action of any nature whatsoever resulting from or in any manner connected with the storage of water in or the operation and maintenance of Ruedi Reservoir within the limits of the Federal Tort Claims Act (28 U.S.C. 2671-2680).

e. The United States reserves the right to release the water contracted for herein from an alternate reservoir or reservoirs, Provided, That such releases from an alternate reservoir or reservoirs shall neither diminish the water supply contracted for herein nor affect the Contractor's ability to use the water for the purposes, at the location and at the time(s) as contemplated herein.

CONTRACTOR'S USE OF WATER

6. a. Water delivered to the Contractor under this contract will be used through augmentation for municipal and domestic purposes. Place of use will occur within the Town of Basalt's boundary, generally located within Sections 7, 8, 17 and 18, T. 8 S., R. 86 W., sixth principal meridian (see attached map), within the Colorado River Basin in the State of Colorado.

b. Lease, sale, donation, or other such disposal of any of the water contracted for herein shall require prior written approval of the Contracting Officer, Provided, That a municipal

contractor may distribute the water contracted for herein to its customers and charge its customers such rates as permitted under Colorado law.

WATER SHORTAGE AND APPORTIONMENT

7. a. The Contracting Officer shall operate the Project in accordance with the Operating Principles for the Fryingpan-Arkansas Project as set forth in House Document No. 130, 87th Congress, 1st Session.

b. Water delivered pursuant to this contract is provided from the regulatory capacity of Ruedi Reservoir. Should shortages occur to the regulatory capacity, as determined by the Contracting Officer, based on schedules furnished pursuant to Article 5.a. above, such shortages will be apportioned among the Ruedi Reservoir contractors in the following manner: first, deliveries to all temporary and short-term contractors will be proportionately reduced up to 100 percent of their respective contracted amounts; second, deliveries to all Round II contractors will be proportionately reduced up to 100 percent of their respective contracted amounts; third, deliveries to all Round I municipal contractors will be proportionately reduced up to 30 percent of their respective contracted amounts; and finally, deliveries to all Round I contractors will be reduced up to 100 percent of their respective contracted amounts based on contract execution dates with the earliest date having highest priority; Provided, That the deliveries to all contracts with the same execution dates shall be proportionately reduced up to 100 percent of their respective remaining contracted amounts.

c. In administering shortage conditions, the Contracting Officer may require the Contractor to submit revised schedules pursuant to Article 5.a. above. The Contracting Officer reserves the right to limit the amount of water available for delivery under this contract to the amount specified in such revised schedules. Should any revised schedule require less than the total amount of water under contract by an individual contractor to meet the Contractor's expected demands, the Contracting Officer reserves the right to use all or any portion of the water not so scheduled by the Contractor for redistribution to other contractors to mitigate the effects of the shortage. In no event shall any liability accrue against the United States or any of its officers, agents, or employees for any damage, either direct or indirect, arising out of such shortage.

d. No adjustment will be made in the payments required pursuant to this contract as a result of the Contracting Officer's inability to deliver water requested for delivery by the Contractor due to shortage conditions.

TERMINATION OF WATER DELIVERIES

8. Delivery of the water contracted for herein shall cease at the option of the United States upon failure of the Contractor to make payments as required by this contract or upon failure of the Contractor to abide by any lawful notice, order, or final administrative or judicial determination that the Contractor has violated a rule or regulation of the United States or the State of Colorado directly relating to and affecting the furnishing of water hereunder; Provided, that water deliveries hereunder shall not cease unless such failure or violation continues 60 days after the United States gives the Contractor written notice to remedy the failure or violation.

TERMINATION OF THE CONTRACT

9. a. This contract may be terminated and the delivery of water contracted for herein shall cease at the option of the United States upon failure of the Contractor to make payments as required by this contract or upon failure of the Contractor to abide by any lawful notice, order, or final administrative or judicial determination that the Contractor has violated a rule or regulation of the United States or the State of Colorado directly relating to and affecting the furnishing of water hereunder; Except, That this contract may not be terminated unless such failure or violation continues 60 days after the United States gives the Contractor written notice of such failure or violation.

b. The contractor may terminate this contract at the end of any year by providing written notice of such termination to the United States pursuant to Article 11 below not less than 90 days prior to the effective date of termination, Provided, That such termination must be necessitated by the Contractor's inability to meet the payments required hereunder due to the applicability of Amendment No. 1 (Tabor). Upon any such termination, the United States may make the water supply contracted for herein available to other contractors, or reallocate the contracted water supply to other purposes, and the contractor has no prior claim or right to enter into a contract for such water supply or any portion thereof in the future.

ENVIRONMENTAL COMPLIANCE

10. a. Compliance with the provisions of the National Environmental Policy Act (NEPA), as amended, and the Endangered Species Act (ESA), as amended, are a prerequisite to execution of this contract. The general environmental impacts associated with the Ruedi Reservoir Round II water marketing program under the preferred alternative with conservation measures are described in the Final Supplemental Environmental Statement (FSES) dated August 1, 1989. Additional compliance may also be required on a site-specific basis and shall be the responsibility of the United States using data and other information provided by the Contractor. The Contractor shall provide the necessary data and information and a site-specific mitigation plan, if required, to the Contracting Officer for approval. The data, information, and mitigation plan will

cover those environmental impacts associated with the Contractor's diversions and on-site use of Ruedi Reservoir water. All costs associated with the preparation, approval, and implementation of NEPA and ESA compliance and mitigation plans, including costs incurred by the United States, shall be the responsibility of the Contractor.

b. The Contractor shall give notice to the United States concerning any changes in location of diversions, return flows, places or type of use, or diversion rates. The Contractor shall be responsible for any additional NEPA and ESA compliance or mitigation measures which may be required by the United States as the result of such changes and all associated costs, including costs incurred by the United States, shall be the responsibility of the Contractor.

c. The Contractor shall make advance payment for costs to be incurred by the United States which are the Contractor's responsibility under this Article 10.

NOTICES

11. Any notice, demand, or request authorized or required by this contract shall be deemed to have been given, on behalf of the Contractor, when mailed postage prepaid, or delivered to the Regional Director, Great Plains Region, Bureau of Reclamation, P.O. Box 36900, Billings, Montana 59107-6900, and on behalf of the United States, when mailed postage prepaid or delivered to the Contractor, Town of Basalt, c/o Town Administrator, 101 Midland Avenue, Basalt, Colorado 81621. The designation of the addressee or the address may be changed by notice given in the same manner as provided in this article for other notices.

ASSIGNMENT OF CONTRACT

12. a. No assignment or transfer of this contract or any rights or interests herein shall be valid until approved in writing by the Contracting Officer.

b. The United States reserves the right to enter into agreements with third party agents for the administration of this contract, Provided, That such agreements shall not adversely affect the rights of the Contractor to receive the water contracted for under this contract.

STANDARD CONTRACT ARTICLES

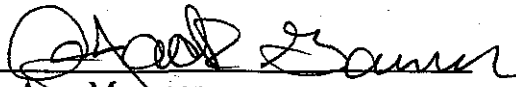
13. The standard contract articles applicable to this contract are listed below. The full text of these standard articles is attached as Exhibit A and is hereby made a part of this contract by this reference.

A. Charges for Delinquent Payments


- B. General Obligation--Benefits Conditioned Upon Payment
- C. Contingent on Appropriation or Allotment of Funds
- D. Officials Not to Benefit
- E. Books, Records, and Reports
- F. Rules, Regulations, and Determinations
- G. Quality of Water
- H. Water and Air Pollution Control
- I. Water Conservation
- J. Equal Opportunity
- K. Compliance With Civil Rights Laws and Regulations
- L. Uncontrollable Forces
- M. Medium for Transferring Payments

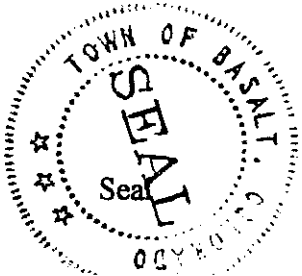
IN WITNESS WHEREOF, the parties hereto have executed this contract supplement as of the day and year first above written.

THE UNITED STATES OF AMERICA

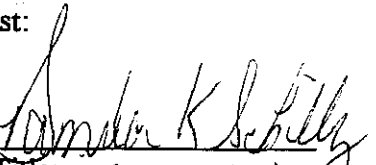
By 
Area Manager
Eastern Colorado Area Office

TOWN OF BASALT, COLORADO

By 
Title: mayor



Attest:

By 
Title: Town clerk

ACKNOWLEDGMENT

STATE OF COLORADO

) ss.

COUNTY OF EAGLE

On June 8, 1999 before me, _____

_____ appeared Richard P. Stevens as Mayor and Pamela K. Schilling
as Town Clerk

the person(s) whose name(s) (is)(are) subscribed to the within instrument

and known to me to have executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the
day and year in this acknowledgment first above written.



Ellen J. Sander
Notary Public

My commission expires: 11/8/2000

EXHIBIT A

STANDARD ARTICLES

A. CHARGES FOR DELINQUENT PAYMENTS

1. The Contractor shall be subject to interest, administrative and penalty charges on delinquent installments or payments. When a payment is not received by the due date, the Contractor shall pay an interest charge for each day the payment is delinquent beyond the due date. When a payment becomes 60 days delinquent, the Contractor shall pay an administrative charge to cover additional costs of billing and processing the delinquent payment. When a payment is delinquent 90 days or more, the Contractor shall pay an additional penalty charge of 6 percent per year for each day the payment is delinquent beyond the due date. Further, the Contractor shall pay any fees incurred for debt collection services associated with a delinquent payment.

2. The interest charge rate shall be the greater of the rate prescribed quarterly in the Federal Register by the Department of the Treasury for application to overdue payments, or the interest rate of 0.5 percent per month prescribed by section 6 of the Reclamation Project Act of 1939 (Public Law 76-260). The interest charge rate shall be determined as of the due date and remain fixed for the duration of the delinquent period.

3. When a partial payment on a delinquent account is received, the amount received shall be applied, first to the penalty, second to the administrative charges, third to the accrued interest, and finally to the overdue payment.

B. GENERAL OBLIGATION--BENEFITS CONDITIONED UPON PAYMENT

1. The obligation of the Contractor to pay the United States as provided in this contract is a general obligation of the Contractor notwithstanding the manner in which the obligation may be distributed among the Contractor's water users and notwithstanding the default of the individual water users in their obligations to the Contractor.

2. The payment of charges becoming due hereunder is a condition precedent to receiving benefits under this contract. No water will be made available to the Contractor from project facilities during any period in which the Contractor may be in arrears in the advance payment of any operation and maintenance charges due the United States or in arrears for more than 12 months in the payment of any construction charges due the United States. The Contractor shall not furnish water made available pursuant to this contract for lands or parties which are in arrears in the advance payment of operation and maintenance or toll charges or in arrears more than 12 months in the payment of construction charges as levied or established by the Contractor.

C. CONTINGENT ON APPROPRIATION OR ALLOTMENT OF FUNDS

The expenditure or advance of any money or the performance of any obligation of the United States under this contract shall be contingent upon appropriation or allotment of funds. Absence of appropriation or allotment of funds shall not relieve the Contractor from any obligations under this contract. No liability shall accrue to the United States in case funds are not appropriated or allotted.

D. OFFICIALS NOT TO BENEFIT

No Member of or Delegate to Congress, Resident Commissioner, or official of the Contractor shall benefit from this contract other than as a water user or landowner in same manner as other water users or landowners.

E. BOOKS, RECORDS, AND REPORTS

The Contractor shall establish and maintain accounts and other books and records pertaining to administration of the terms and conditions of this contract, including: the Contractor's financial transactions, water supply data, water-use data; and other matters that the Contracting Officer may require. Reports thereon shall be furnished to the Contracting Officer in such form and on such date or dates as the Contracting Officer may require. Subject to applicable Federal laws and regulations, each party to this contract shall have the right during office hours to examine and make copies of each other party's books and records relating to matters covered by the contract.

F. RULES, REGULATIONS, AND DETERMINATIONS

1. The parties agree that the delivery of water or the use of Federal facilities pursuant to this contract is subject to Reclamation law, as amended and supplemented, and the rules and regulations promulgated by the Secretary of the Interior under Reclamation law.

2. The Contracting Officer shall have the right to make determinations necessary to administer this contract that are consistent with the expressed and implied provisions of this contract, the laws of the United States and the State, and the rules and regulations promulgated by the Secretary of the Interior. Such determinations shall be made in consultation with the Contractor.

G. QUALITY OF WATER

The operation and maintenance of project facilities shall be performed in such manner as is practicable to maintain the quality of raw water made available through such facilities at the highest level reasonably attainable, as determined by the Contracting Officer. The United States does not warrant

the quality of water and is under no obligation to construct or furnish water treatment facilities to maintain or better the quality of water.

H. WATER AND AIR POLLUTION CONTROL

The Contractor, in carrying out this contract, shall comply with all applicable water and air pollution laws and regulations of the United States and the State, and shall obtain all required permits or licenses from the appropriate Federal, State, or local authorities.

I. WATER CONSERVATION

1. The Contractor shall develop and implement an effective water conservation program based on the Contractor's water conservation plan that has been reviewed by the Contracting Officer and determined to meet the conservation and efficiency criteria established under Federal law. The water conservation program shall contain definite water conservation objectives, appropriate economically feasible water conservation measures, and time schedules for meeting those objectives.

2. The Contractor shall submit to the Contracting Officer by December 31, of each calendar year a report on the status of the Contractor's implementation of its water conservation program.

3. At 5-year intervals, subsequent to the Contracting Officer's determination that the Contractor's water conservation program meets the conservation and efficiency criteria established under Federal law, the District shall submit to the Contracting Officer for review and evaluation updated water conservation programs. The Contracting Officer shall review and evaluate the updated water conservation program and determine if they meet the conservation and efficiency criteria established under Federal law.

J. EQUAL OPPORTUNITY

During the performance of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.

2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without discrimination because of race, color, religion, sex, or national origin.

3. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Contracting Officer, advising the said labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. The Contractor will furnish all information and reports required by said amended Executive Order and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the Contracting Officer and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the such rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part, and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in said amended Executive Order, and such other sanctions may be imposed and remedies invoked as provided in said Executive Order, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The Contractor will include the provisions of paragraphs 1. through 7. in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of said amended Executive Order, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

K. COMPLIANCE WITH CIVIL RIGHTS LAWS AND REGULATIONS

1. The Contractor shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), Section 504 of the Rehabilitation Act of 1975 (Public Law 93-112, as amended),

the Age Discrimination Act of 1975 (42 U.S.C. 6101, et seq.), and any other applicable civil rights laws, as well as with their respective implementing regulations and guidelines imposed by the United States Department of the Interior and/or the Bureau of Reclamation.

2. These statutes require that no person in the United States shall, on the grounds of race, color, national origin, handicap, or age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving financial assistance from the Bureau of Reclamation. By executing this contract, the Contractor agrees to immediately take any measures necessary to implement this obligation, including permitting officials of the United States to inspect premises, programs, and documents.

3. The Contractor makes this agreement in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property discounts, or other Federal financial assistance extended after the date hereof to the Contractor by the United States, including installment payments after such date on account of arrangements for Federal financial assistance which were approved before such date. The Contractor recognizes and agrees that such Federal assistance will be extended in reliance on the representations and agreements made in this article, and that the United States reserves the right to seek judicial enforcement thereof.

L. UNCONTROLLABLE FORCES










Neither party shall be considered to be in default in respect to any obligation hereunder, if prevented from fulfilling such obligation by reason of uncontrollable forces, the term "uncontrollable forces" being deemed, for the purpose of this contract, to mean any cause beyond the control of the party affected, including, but not limited to, drought, failure of facilities, flood, earthquake, storm, lightning, fire, epidemic, war, riot, civil disturbance, labor disturbance, sabotage, and restraint by court or public authority, which by exercise of due diligence and foresight, such party could not reasonably have been expected to avoid. Either party rendered unable to fulfill any obligation by reason of uncontrollable forces shall exercise due diligence to remove such inability with all reasonable dispatch.

M. MEDIUM FOR TRANSFERRING PAYMENTS

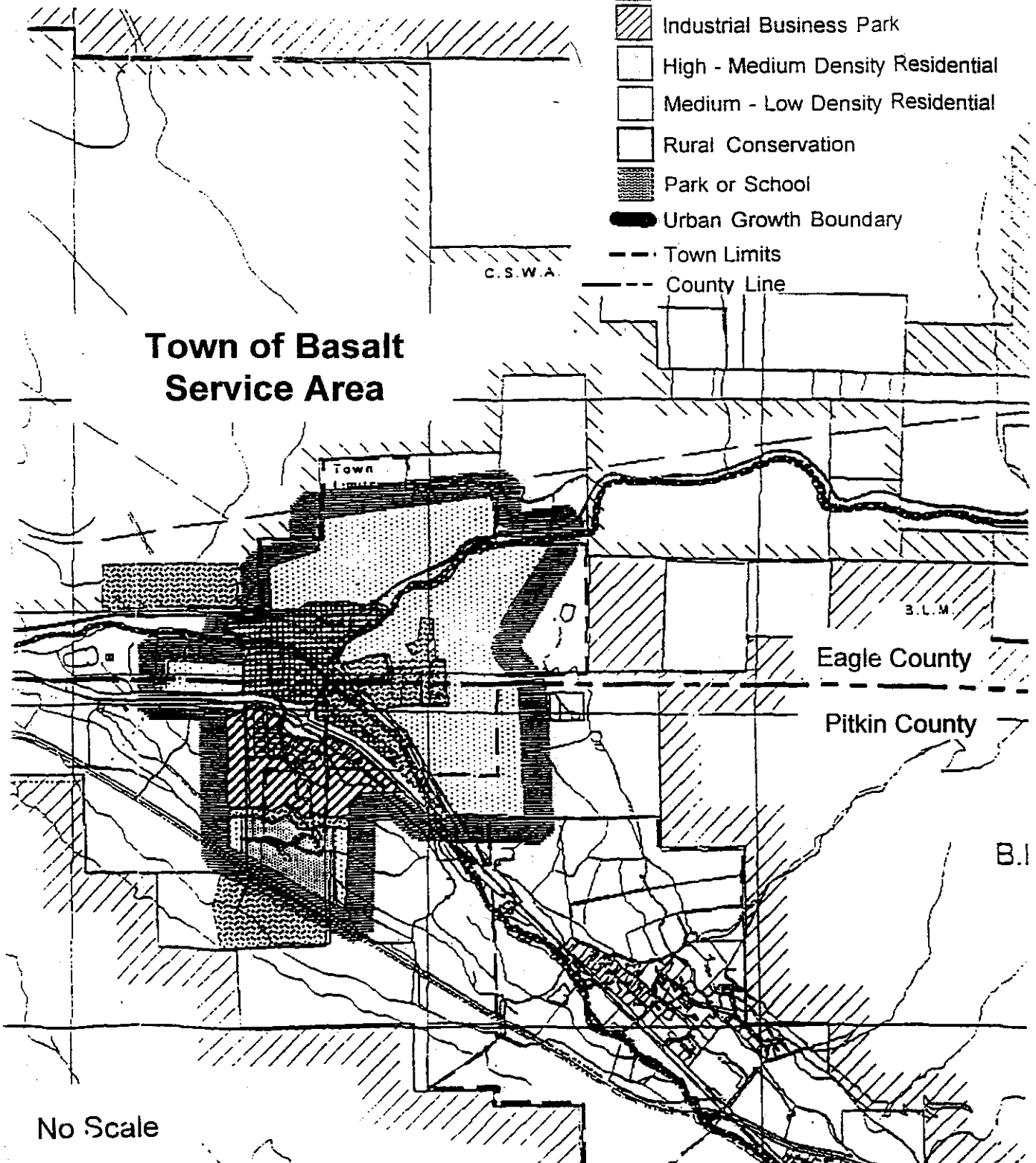
All payments from the Enterprise to the United States under this contract shall be made by the medium requested by the United States on or before the date payment is due. The required method of payment may include checks and/or wire transfers.

Town of Basalt Three Mile Plan

Land Use Map

-  Commercial
-  Industrial Business Park
-  High - Medium Density Residential
-  Medium - Low Density Residential
-  Rural Conservation
-  Park or School
-  Urban Growth Boundary
-  Town Limits
-  County Line

**Town of Basalt
Service Area**



No Scale



United States Department of the Interior

BUREAU OF RECLAMATION
Great Plains Regional Office
P.O. Box 36900
Billings, MT 59107-6900

IN REPLY REFER TO:

GP-4100

WTR-4.03

OCT 24 2013

Mike Scanlon, Town Administrator
Town of Basalt
101 Midland Avenue
Basalt, CO 81621

Subject: Transmittal of an Executed Amendment to Contract Number 9-07-60-W0815
(Contract) with the Town of Basalt, Fryingpan-Arkansas Project, Colorado

Dear Mr. Scanlon:

Attached is the executed duplicate original amendment which allows the Contract to continue in perpetuity. The original amendment been maintained for our files.

If you have any questions, please call Tara Kinsey at 406-247-7650.

Sincerely,

L. Ann Petersen
For: Supervisory Repayment Specialist

Enclosure

bc: Assistant Solicitor, Water and Power, Washington D.C.

Attn: MS6415-MIB (w/copy)

Manager, Water and Environmental Resources Office

Attn: 84-550000 (w/copy)

GP-3300 (RSteinmetz) (w/original)

GP-4100 (TKinsey) (w/copy)

EC-1300 (MCollins, CRonca) (w/out copy)

EC-1310 (RRice, LHarger) (w/copy)

WBR:TKinsey:awhittington:9/26/2013:406-247-7650

T:\Business Resources\3000 Correspondence\GP-3100\TKinsey\Kinsey\Town of Basalt W0815
Executed Amendment.docx

COPY

UNITED STATES OF AMERICA
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

RUEDI RESERVOIR
FRYINGPAN-ARKANSAS PROJECT, COLORADO
Ruedi Reservoir Round II Water Sales

AMENDMENT NO. 1 OF THE CONTRACT BETWEEN THE UNITED STATES
AND THE TOWN OF BASALT

THIS CONTRACT AMENDMENT, Made this 21st day of Oct 2013
pursuant to the Act of June 17, 1902 (32 Stat. 388), and acts amendatory thereof and
supplementary thereto, particularly Section 9(c)(1) of the Reclamation Project Act of
1939 (53 Stat. 1187), Title III of the Act of July 3, 1958 (72 Stat. 320), and the Act of
August 16, 1962 (76 Stat. 389), as amended, collectively referred to as the Federal
Reclamation Laws, is between the UNITED STATES OF AMERICA, hereinafter
referred to as the "United States," represented by the Contracting Officer executing this
Contract Amendment, and the TOWN OF BASALT, hereinafter referred to as the
"Contractor." The United States and the Contractor are each sometimes referred to as
"Party" and collectively as the "Parties."

WITNESSETH THAT

EXPLANATORY RECITALS:

- a. WHEREAS, the Parties entered into Contract Number 9-07-60-W0815 on
July 12, 1999 hereinafter referred to as the Existing Contract; and
- b. WHEREAS, Article 2 of the Existing Contract has an expiration date; and
- c. WHEREAS, Article 4 of the Existing Contract assigns the Contractor a
proportionate share of the capital costs of Ruedi Reservoir; and
- d. WHEREAS, the Parties desire to delete the term in the Existing Contract to
allow the Existing Contract to continue in perpetuity as a repayment contract under the
specific authority of Section 9(c)(1) of the Reclamation Project Act of 1939 (53 Stat.
1187).

NOW THEREFORE, in consideration of the mutual covenants herein contained,
the Parties hereto agree as follows:

TERM OF CONTRACT

1. Article 2 of the Existing Contract is hereby superseded in its entirety and replaced with the following:

“2. This contract shall become effective on the date of execution and shall remain in effect unless terminated in accordance with the provisions of Article 9.”

2. Except as specifically altered herein, the Existing Contract remains in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Contract Amendment as of the day and year first above written.

THE UNITED STATES OF AMERICA

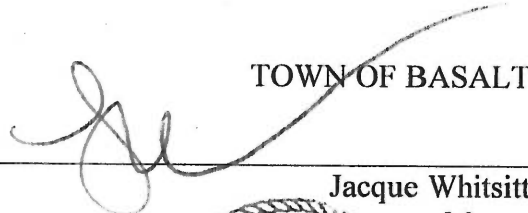
By



Michael J. Ryan
Regional Director
Great Plains Regional Office
Bureau of Reclamation

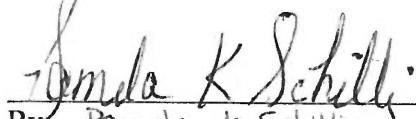
TOWN OF BASALT

By



Jacque Whitsitt
Mayor

ATTEST:


By: Pamela K Schilling

Town Clerk
Title:

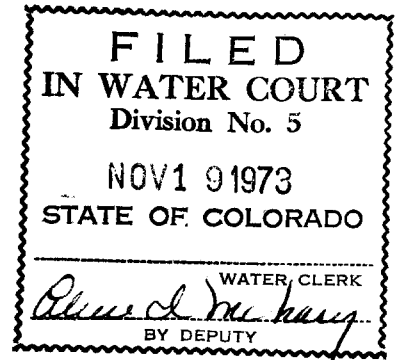


IN THE DISTRICT COURT IN AND

FOR WATER DIVISION NO. 5

STATE OF COLORADO

Application No. W-1945



IN THE MATTER OF THE APPLICATION)
FOR WATER RIGHTS OF THE COLORADO)
WATER CONSERVATION BOARD, ON)
BEHALF OF THE PEOPLE OF THE STATE)
OF COLORADO IN THE FRYING PAN)
RIVER IN PITKIN AND EAGLE COUNTIES)

RULING OF
REFEREE

The above entitled matter having been referred to the undersigned as Water Referee for Water Division No. 5, State of Colorado, by the Water Judge of said Court on the 17th day of July, 1973, in accordance with Article 21 of Chapter 148, Colorado Revised Statutes 1963, as amended (Chapter 373 S.L. Colo. 1969), known as The Water Rights Determination and Administration Act of 1969.

And the undersigned Referee having made such investigations as are necessary to determine whether or not the statements in the application, and statement of opposition, are true and having become fully advised with respect to the subject matter of the application, and statement of opposition, does hereby make the following determination and ruling as the Referee in this matter, to-wit:

1. The statements in the application and in the Statement of Opposition are true.
2. There is no ditch or structure involved; however, for the purpose of identification, the water right will be called Lower Frying Pan River.
3. The name of claimant and address is: The Colorado Water Conservation Board, 1845 Sherman Street, Denver, Colorado.
4. The source of the water is the Frying Pan River immediately below its confluence with the Rocky Fork to its confluence with the Roaring Fork River.
5. There is no diversion. The application is for instream use on the Frying Pan River from a point immediately below its confluence with the Rocky Fork to the point of confluence with the Roaring Fork River.
6. The proposed use of the water is to maintain such minimum flows in the stream bed as are required to preserve the natural environment to a reasonable degree.
7. The date of initiation of the appropriation is July 12, 1973.
8. The water was first applied to the above beneficial use on July 12, 1973, by action of the Colorado Water Conservation Board under the provisions of Sec. 148-21-3(6), (7), and (10), as amended.
9. The amount of water claimed is 39 cubic feet of water per second of time during the period from November 1 to April 30; and 110 cubic feet of water per second of time during the period from May 1 to October 31.

10. This appropriation to maintain minimum stream flow is made under the provisions of Section 148-21-3(6), (7), and (10) as amended by Senate Bill 97, signed into law April 23, 1973.
11. On September 28, 1973, the Colorado River Water Conservation District filed, in Water Court for Water Division No. 5, a Statement of Opposition to this application in which it is stated: The Colorado River Conservation District has no objection to the granting of the application for water rights on the condition, however, that as a part of the Ruling of the Referee and the Decree of the Water Court a Finding is made and an Order entered that the Congress of the United States of America in authorizing the construction of the Frying Pan-Arkansas Project (76 Stat. 389) specifically directed the operation of the project in accordance with certain Operating Principles appearing as House Document No. 130, 87th Cong. 1st Sess., and that the Ruling and Decree are not intended to be, nor shall it be construed as, an amendment, variation, abrogation or construction of such Operating Principles.

The Referee does therefore conclude that the above entitled application should be granted and that 39 cubic feet of water per second of time during the period from November 1 to April 30, and 110 cubic feet of water per second of time during the period from May 1 to October 31, is hereby awarded to the Lower Frying Pan River, from a point immediately below its confluence with the Rocky Fork to the point of confluence with the Roaring Fork River, for the purpose of maintaining such minimum flows in the stream bed as are required to preserve the natural environment to a reasonable degree, with appropriation date of the 12th day of July, 1973, absolutely and unconditionally; subject, however, to all earlier priority rights of others in accordance with law, and also subject to the Operating Principles of the Frying Pan-Arkansas Project.

It is accordingly ORDERED that this ruling shall be filed with the Water Clerk and shall become effective upon such filing, subject to judicial review pursuant to Section 148-21-20 CRS 1963 as amended (1971).

It is further ORDERED that a copy of this ruling shall be filed with the appropriate Division Engineer and the State Engineer.

Done at the City of Glenwood Springs, Colorado, this 19th
day of NOVEMBER, 1973.

BY THE REFEREE:

No protest was filed in this matter.
The foregoing ruling is confirmed
and approved, and is made the
Judgment and Decree of this court.

Dated: April 25, 1974 1974 CS

Charles H. Anderson
Water Judge

James Cole
Water Referee
Water Division No. 5
State of Colorado

DISTRICT COURT, WATER DIVISION 5, COLORADO

Case No. 92CW286

FINDINGS OF FACT, CONCLUSIONS OF LAW, JUDGMENT AND DECREE

IN THE MATTER OF THE APPLICATION FOR WATER RIGHTS OF THE COLORADO
WATER CONSERVATION BOARD ON BEHALF OF THE PEOPLE OF THE STATE OF
COLORADO

IN THE COLORADO RIVER, A NATURAL STREAM

IN THE WATERSHED OF THE COLORADO RIVER BASIN

IN MESA COUNTY, COLORADO

This matter comes before the Court upon the application of the Colorado Water Conservation Board (CWCB), filed with the Water Clerk on December 17, 1992, for a water right to protect the natural environment to a reasonable degree. The Court has considered the pleadings, the stipulation of the parties and the evidence presented and, being fully advised in the premises, hereby enters the following Findings of Fact, Conclusions of Law, Judgment and Decree.

FINDINGS OF FACT

1. The name and address of the applicant are:

Colorado Water Conservation Board
1313 Sherman Street, Suite 721
Denver, Colorado 80203
(303) 866-3441

2. Timely and adequate notice of these proceedings has been given in the manner required by law. The time for filing statements of opposition and for seeking leave to intervene has expired. The Court has jurisdiction over the subject matter of this application and over all persons who have standing to appear herein, whether or not they have appeared.

3. Statements of opposition were timely filed by Na-Tec Resources, Inc.; Union Oil Company of California, d/b/a Unocal; Vail Associates, Inc.; Upper Eagle Regional Water Authority; Exxon Company U.S.A., a division of Exxon Corporation; Adam's Rib Ranch Corporation; Cyprus Climax Metals Company (substituted for Climax Molybdenum Company); Board of Summit County Commissioners;

City of Colorado Springs; Northern Colorado Water Conservancy District and Municipal Subdistrict; Copper Mountain, Inc.; Keystone Resorts Management, Inc. (substituted for Breckenridge Ski Corporation); and Main Elk Corporation and Mobil Oil Corporation. In addition, motions to intervene were timely filed by and granted for Basalt Water Conservancy District, the Southeastern Colorado Water Conservancy District, and the United States of America on behalf of the Fish and Wildlife Service. No other person or entity has filed a statement of opposition or motion to intervene in this matter.

4. The parties have stipulated to the entry of this Decree.

5. Name of stream: Colorado River (instream flow).

6. Source: Colorado River.

7. Legal description of the stream segment through which an instream flow is claimed:

The natural stream channel from the point at which the tailrace common to the Grand Valley Power Plant and the Orchard Mesa District pumping plant returns to the Colorado River below the Grand Valley diversion dam at lat 39 06 06N, long 108 20 48W as the upstream terminus and extending to the confluence of the Gunnison River at lat 39 03 44N, long 108 34 38W as the downstream terminus, a distance of approximately 15 miles (hereinafter referred to as the "15-Mile Reach"). This segment can be located on the Palisade, Clifton and Grand Junction U.S.G.S. quadrangles.

8. Use of the water:

Instream flows to preserve the natural environment to a reasonable degree.

9. Date of initiation of appropriation: March 5, 1992.

10. Date the water was applied to beneficial use:

The water was first applied to beneficial use on July 1, 1992 by action of the Colorado Water Conservation Board, pursuant to sections 37-92-102(3) and 103(4), C.R.S. (1990).

11. Amount of water claimed:

581 c.f.s. absolute from July 1 through September 30.

12. The instream flow water right adjudicated herein shall be administered with a 1992 priority date, and shall be junior to any water right decreed in Case No. 91CW247, Water Division 5. This water right shall not be used in any way to prevent operation of the Orchard Mesa Check, as more fully identified in Case No. 91CW247, to its existing full physical capacity.

13. The adjudication of this instream flow water right will contribute to sufficient progress toward the recovery of endangered Colorado River fishes pursuant to the Recovery Implementation Program for Endangered Fish Species in the Upper Colorado River Basin (Recovery Program). The adjudication of this water right is subject to and fully consistent with the Memorandum of Agreement between the United States Fish and Wildlife Service (USFWS) and the CWCB dated September 21, 1993 (MOA) and the Section 7 Consultation, Sufficient Progress, and Historic Projects Agreement dated October 15, 1993 (Section 7 Agreement).

14. The parties agree that the water rights decreed in this case and these Findings of Fact, Conclusions of Law, Judgment and Decree shall not be used directly or indirectly as a basis for the imposition of bypass flows or other regulatory requirements for the purpose of providing flows in the 15-Mile Reach, whether through permit proceedings or other regulatory actions. The water rights decreed in this case shall not be called or otherwise enforced if any federal agency uses, or seeks to use, directly or indirectly, these Findings of Fact, Conclusions of Law, Judgment and Decree in violation of this paragraph.

15. A. The water rights decreed in this case shall not be called or otherwise enforced if any federal agency requires the owner or operator of any water project which, prior to the date of this appropriation, has been operated or constructed or has received all federal authorizations necessary for construction, to release, forego, or bypass water which is physically available in priority to be diverted under the water rights and authorizations associated with the project, or to undertake any other measure that would decrease the water yield to the owner or operator of the project under those water rights and authorizations, for the currently listed endangered fishes or their critical habitat in the Colorado River below its confluence with Rifle Creek or for fishes listed or critical habitat designated in the future whose flow requirements could reasonably be incorporated into the Recovery Program. Provided, however, that this provision:

- (1) applies only to projects utilizing waters of the Colorado River or its tributaries upstream of the 15-Mile Reach, including Bureau of Reclamation projects;

- (2) shall not apply to changes in operation of federally owned projects, including diversions, storage, and releases, to provide water for the currently listed endangered fishes or their critical habitat in the Colorado River below its confluence with Rifle Creek or for fishes listed or critical habitat designated in the future whose flow requirements could reasonably be incorporated into the Recovery Program, so long as such changes do not reduce the water available for use under contracts and are consistent with the remaining provisions of this Decree, and the legally authorized purposes and decrees governing those facilities continue to be served and satisfied; and
- (3) shall not prevent the utilization of releases, bypass flows, or other measures where consent thereto has been provided by the owner or operator of the project or where the measures are required under a previously issued authorization for the project.

B. The water rights decreed in this case shall not be called or otherwise enforced if any federal agency, for the currently listed endangered fishes or their critical habitat in the Colorado River below its confluence with Rifle Creek or for fishes listed or critical habitat designated in the future whose flow requirements could reasonably be incorporated into the Recovery Program, requires the release or bypass of water by an individual or entity operating an exchange by a project meeting the requirements of paragraph A.

C. In the case of a project which does not meet the requirements of paragraph A, if:

- (1) the Recovery Program does not provide a reasonable and prudent alternative for the project;
- (2) the Recovery Program cannot be restored or amended to serve as a reasonable and prudent alternative for the project; and
- (3) the reasonable and prudent alternative developed for the project is (a) consistent with the project's intended purpose, (b) within the lead federal agency's legal authority and jurisdiction to implement, (c) economically and technologically feasible, and (d) consistent with the remaining provisions of this Decree,

releases, bypass flow conditions, or other federally required measures included in such reasonable and prudent alternative for the project shall not render the Decree herein unenforceable.

D. The CWCB, in consultation with the USFWS, shall determine whether the flow requirements of fishes listed or critical habitat designated in the future could reasonably be incorporated into the Recovery Program, based on the adequacy of water and funding available to meet the flow requirements of the new listing or designation. The parties shall make good faith efforts to incorporate such species or habitat into the Recovery Program.

E. As used herein, the term "owner or operator" shall include the contract repayment entity or entities for a Bureau of Reclamation project.

F. As used herein, the term "listed" shall include fishes listed as either threatened or endangered.

16. In addition to the reasons set forth in paragraphs 14 and 15 above, the instream flow right adjudicated herein shall be unenforceable if any one of the following occurs:

- A. the MOA is terminated pursuant to paragraph 2 of that Agreement;
- B. there is a final determination by a court of competent jurisdiction that the right adjudicated herein is no longer required for endangered Colorado River fish species in the 15-Mile Reach;
- C. written concurrence has been obtained from the USFWS that the Decree entered herein is no longer necessary for endangered Colorado River fish species in the 15-Mile Reach; or
- D. there is federal legislation or federal regulatory action which negates the need for flows for the benefit of the endangered Colorado River fish species in the 15-Mile Reach.

17. Prior to exercising a call of the instream flow right decreed herein, the CWCB agrees to confer with the USFWS concerning the coordination of delivery of water stored, pursuant to contract or otherwise, by or for the benefit of the CWCB, which water can be released for the benefit of the endangered fish in the 15-Mile Reach. Any request for the release of such water prior to the exercise of a call of the instream flow right shall be within the sole discretion of the CWCB, consistent with the Recovery Program, the MOA, and the Section 7 Agreement.

CONCLUSIONS OF LAW

18. The application herein is one contemplated by law, and this Court has jurisdiction over the subject matter of this proceeding.

19. Timely and adequate notice of the filing and contents of the application herein was given in the manner provided by law, and this Court has jurisdiction over all persons or entities affected hereby, whether or not they have appeared. § 39-92-302, C.R.S. (1990).

20. The Decree entered herein, including the conditions set forth in paragraphs 12 through 17, complies with C.R.S. § 37-92-102(3) and is otherwise consistent with the CWCB's statutory responsibilities.

21. The Findings of Fact, Conclusions of Law, Judgment and Decree entered herein have not been litigated, are the result of negotiation and compromise, and are entered pursuant to stipulation. The parties shall not be collaterally estopped or otherwise barred from asserting any factual or legal issue in any other case not involving this water right and this Decree shall not be used, considered, or cited as precedent in any other case except and only to the extent that the right decreed herein is at issue. The foregoing principle specifically includes, but is not limited to, the following:

A. Nothing herein shall be construed as agreement that the United States has or does not have any authority to require bypass flows, depletion charges, or other measures impacting the water yield to project beneficiaries, or to prevent any person from challenging the United States' authority to do so in any context whatsoever.

B. Nothing herein shall serve as precedent that the CWCB has or does not have authority to appropriate instream flows for fish recovery purposes.

C. The entry of this Decree shall not preclude the CWCB from applying for, adjudicating, or acquiring rights to additional amounts of water in the future, subject to the satisfaction of the applicable statutory criteria; provided, however, that the objectors retain the right to oppose such applications and shall not be precluded from raising any claim or defense to such other applications.

CENTRAL FILES

WATER DIVISION 5
920 RECEIVED

SEP 05 1997

JUDGMENT AND DECREE

WATER RESOURCES
STATE ENGINEER
COLO.

IT IS, THEREFORE, JUDGED AND DECREED:

1. Each of the foregoing Findings of Fact and Conclusions of Law is incorporated herein as if set out in full and is hereby modified to the extent necessary to make it a decree of the Court.

2. The application of the Colorado Water Conservation Board for an instream flow right to preserve the natural environment to a reasonable degree is approved, subject to the terms and conditions set forth in this Decree.

3. The Colorado Water Conservation Board shall install and maintain such measuring devices and maintain such records as the Division Engineer may require for administration of this right.

4. The priority herein awarded was filed in the Water Court in 1992, and shall be administered as having been filed in that year, and shall be junior to all priorities filed in previous years. As between all rights filed in the same calendar year, priorities shall be determined by historical date of appropriation and not affected by the date of the entry of decree.

5. Copies of this Decree shall be filed with the Water Clerk, Water Division 5, the State Engineer and the Division Engineer.

Dated this 2nd day of September, 1997.

BY THE COURT



THOMAS W. OSSOLA
Water Judge
Water Division 5

Copies of the foregoing mailed to all
Counsel of record: ☒ Water
Reference: Div. Engineer and
State Engineer Date 09-03-97
M. J. J. J.
Deputy Clerk, Water Division 5

WEISS
MONTGOMERY
FORZAK
BUCHANAN
GREER
FERGUSON
NAZARENS
RUSSELL

DUDE
BALCOMB
LEONHARDT
BARTELL

DISTRICT COURT, WATER DIVISION 5, COLORADO

Case No. 94CW330

FINDINGS OF FACT, CONCLUSIONS OF LAW, JUDGMENT AND DECREE

IN THE MATTER OF THE APPLICATION FOR WATER RIGHTS OF THE
COLORADO WATER CONSERVATION BOARD ON BEHALF OF THE PEOPLE OF THE
STATE OF COLORADO

IN THE COLORADO RIVER, A NATURAL STREAM

IN THE WATERSHED OF THE COLORADO RIVER BASIN

IN MESA COUNTY, COLORADO

This matter comes before the Court upon the application of the Colorado Water Conservation Board (CWCB), filed with the Water Clerk on December 27, 1994, for a water right to protect the natural environment to a reasonable degree. The Court has considered the pleadings, the stipulation of the parties and the evidence presented and, being fully advised in the premises, hereby enters the following findings of fact, conclusions of law, judgment and decree.

FINDINGS OF FACT

1. The name and address of the applicant are:

Colorado Water Conservation Board
1313 Sherman Street, Room 721
Denver, Colorado 80203
(303) 866-3441

2. Timely and adequate notice of these proceedings has been given in the manner required by law. The time for filing statements of opposition and for seeking leave to intervene has expired. The Court has jurisdiction over the subject matter of this application and over all persons who have standing to appear herein, whether or not they have appeared.

3. Statements of opposition were timely filed by Union Oil Company of California, d/b/a Unocal; the City of Colorado Springs; Copper Mountain, Inc.; Mobil Oil Corporation; the Southeastern Colorado Water Conservancy District; Copper Mountain Consolidated Metropolitan District; Middle Park Water Conservancy

District; the City of Grand Junction; and the City of Aurora. No other person or entity has filed a statement of opposition or motion to intervene in this matter.

4. The parties have stipulated to the entry of this decree.

5. Name of stream: Colorado River (instream flow).

6. Source: Colorado River.

7. Legal description of the stream segment through which an instream flow is claimed:

The natural stream channel from the 27.5 Road gage at NE/4, SW/4, Sec. 24, T1S, R1W, UPM as the upstream terminus and extending to the confluence of the Gunnison River at NW/4, NE/4, Sec. 22, T1S, R1W, UPM as the downstream terminus, a distance of approximately 2.0 miles. This segment can be located on the Grand Junction U.S.G.S. quadrangle. This stream segment is the downstream two miles of what is commonly referred to as the "15-Mile Reach."

8. Use of the water:

Instream flows to preserve the natural environment to a reasonable degree.

9. Date of initiation of appropriation: November 4, 1994.

10. Date the water was applied to beneficial use:

The water was first applied to beneficial use on July 1, 1995.

11. Amount of water claimed:

300 c.f.s. absolute of accretions to the downstream two miles of the 15-Mile Reach from July 1 through September 30.

12. The water right adjudicated in this decree cannot be exercised to call out appropriators of water on the Colorado River or its tributaries upstream of the 15-Mile Reach. The Board will not assert this right to make a claim for maintenance of historic return flows or surface runoff to the 15-Mile Reach, in quantity, location, or timing, that may otherwise be reduced or changed by water conservation measures undertaken by the holders of water rights or the United States. The Board will not assert this right as the basis for opposing future water right applications (including applications for exchanges, changes of

water rights, and plans for augmentation) in the Colorado River basin upstream of the 15-Mile Reach. In addition, the Board is aware that water rights owned by the Grand Valley Irrigation Company (GVIC) may be used anywhere in the area served by GVIC. The Board will not exercise this right to prevent GVIC shares from being moved within the GVIC service area.

13. The Board will not exercise this right as a basis for objecting to the Clifton Water District's use of GVIC shares for the watering of lawns and gardens within the District or as a basis for opposing future applications by the District to change shares of the GVIC that it presently owns or may in the future acquire to municipal use within the District. The Board further agrees not to exercise this right as a basis for objecting to changes in the District's water distribution, treatment plant discharge points, or return flows.

14. The CWCB claims for accretions in the 15 mile reach, decreed herein, shall not affect or restrict the City of Grand Junction's existing or future use, re-use, or storage of its GVIC shares from any point along the GVIC canal system. Further, the CWCB claims for accretions, decreed herein, shall not affect the City of Grand Junction's existing or future use, re-use, or storage of the Grand Junction/Colorado River Pipeline water right from any point of diversion from the Colorado River. Nor shall the claims, as decreed herein, affect or restrict any change of water rights applications to change GVIC shares (which the City of Grand Junction now or in the future may own) to municipal use by the City of Grand Junction and to take the water from the river for municipal use and storage from new or different points of diversion. The foregoing principles shall also be applicable to any future storage, use, or reuse that any other municipal or quasi-municipal water user in Colorado's Grand Valley (such as Clifton Water District and Ute Water Conservancy District or their successors) might make of the City of Grand Junction's GVIC shares or its Grand Junction/Colorado River Pipeline water right.

15. The adjudication of this instream flow water right will contribute to sufficient progress toward the recovery of endangered Colorado River fishes pursuant to the Recovery Implementation Program for Endangered Fish Species in the Upper Colorado River Basin (Recovery Program). The adjudication of this water right is subject to and fully consistent with the Memorandum of Agreement between the United States Fish and Wildlife Service (USFWS) and the CWCB dated September 21, 1993 (MOA) and the Section 7 Consultation, Sufficient Progress, and Historic Projects Agreement dated October 15, 1993 (Section 7 Agreement).

16. The parties agree that the water rights decreed in this case and these Findings of Fact, Conclusions of Law, Judgment and Decree shall not be used directly or indirectly as a

basis for the imposition of bypass flows or other regulatory requirements for the purpose of providing flows in the 15-Mile Reach, whether through permit proceedings or other regulatory actions. The water rights decreed in this case shall not be called or otherwise enforced if any federal agency uses, or seeks to use, directly or indirectly, these Findings of Fact, Conclusions of Law, Judgment and Decree in violation of this paragraph.

17. This right is intended for use in conjunction with the water right decreed in Case No. 92CW286. In the event that the decree entered in Case No. 92CW286 should ever become unenforceable, the decree entered herein shall not be called or otherwise enforced so long as the decree in Case No. 92CW286 remains unenforceable.

CONCLUSIONS OF LAW

18. The application herein is one contemplated by law, and this Court has jurisdiction over the subject matter of this proceeding.

19. Timely and adequate notice of the filing and contents of the application herein was given in the manner provided by law, and this Court has jurisdiction over all persons or entities affected hereby, whether or not they have appeared. § 39-92-302, C.R.S. (1990).

20. The Decree entered herein, including the conditions set forth in paragraphs 12 through 17, complies with C.R.S. § 37-92-102(3) and is otherwise consistent with the CWCB's statutory responsibilities.

21. The Findings of Fact, Conclusions of Law, Judgment and Decree entered herein have not been litigated, are the result of negotiation and compromise, and are entered pursuant to stipulation. The parties shall not be collaterally estopped or otherwise barred from asserting any factual or legal issue in any other case not involving this water right and this Decree shall not be used, considered, or cited as precedent in any other case except and only to the extent that the right decreed herein is at issue. The foregoing principle specifically includes, but is not limited to, the following:

A. Nothing herein shall be construed as agreement that the United States has or does not have any authority to require bypass flows, depletion charges, or other measures impacting the water yield to project beneficiaries, or to prevent any person from challenging the United States' authority to do so in any context whatsoever.

CENTRAL FILES

WATER DIVISION 5
94CW330

B. Nothing herein shall serve as precedent that the
CWCB has or does not have authority to appropriate instream flows
for fish recovery purposes.

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SEP 05 1997

C. The entry of this Decree shall not preclude the
CWCB from applying for, adjudicating, or acquiring rights to
additional amounts of water in the future, subject to the
satisfaction of the applicable statutory criteria; provided,
however, that the objectors retain the right to oppose such
applications and shall not be precluded from raising any claim or
defense to such other applications.

WATER RESOURCES
STATE ENGINEER
COLO.

JUDGMENT AND DECREE

IT IS, THEREFORE, JUDGED AND DECREED:

1. Each of the foregoing findings of fact and conclusions
of law is incorporated herein as if set out in full and is hereby
modified to the extent necessary to make it a decree of the
Court.

2. The application of the Colorado Water Conservation
Board for an instream flow right to preserve the natural
environment to a reasonable degree is approved, subject to the
terms and conditions set forth in this decree.

3. The Colorado Water Conservation Board shall install and
maintain such measuring devices and maintain such records as the
Division Engineer may require for administration of this right.

4. The priority herein awarded was filed in the Water Court
in 1994, and shall be administered as having been filed in that
year, and shall be junior to all priorities filed in previous
years. As between all rights filed in the same calendar year,
priorities shall be determined by historical date of
appropriation and not affected by the date of the entry of
decree.

5. Copies of this decree shall be filed with the Water
Clerk, Water Division 5, the State Engineer and the Division
Engineer.

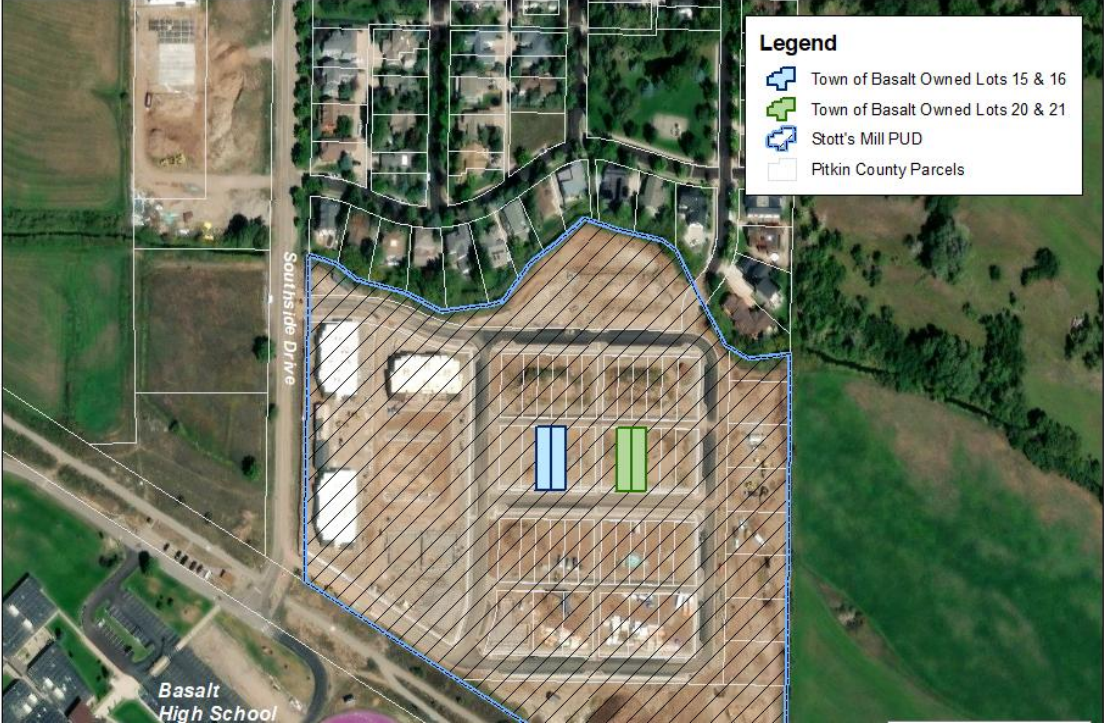
Dated this 2nd day of September, 1997.

BY THE COURT

Copy of the foregoing mailed to all
Council of record - Water
Division - Div. Engineer and
State Engineer - Date 9-5-97
Thomas W. Ossola
Deputy Clerk, Water Div. No. 5

Thomas W. Ossola
THOMAS W. OSSOLA
Water Judge
Water Division 5

WEISS BALCOMB LEONHARDT
CAZIER DINGESS MONTGOMERY
DUDE SCHROEDER

TOWN OF BASALT Action Item 7A	Date: July 8, 2025 From: Michelle Thibeault, AICP Planning Director Catherine Christoff, Town Engineer
SUBJECT: Resolution No. 28, Series of 2025, approving a contract for design-build of the Stott's Mill Affordable Housing development on lots 20 and 21	
RECOMMENDATION: Staff recommends approving Resolution No. 28, Series of 2025 authorizing the design-build contract.	
<p>DETAILS:</p> <p>The Basalt Town Council, in 2022, approved the purchase of 4 deed-restricted Stott's Mill Lots via Resolution No. 28, Series of 2022. The Town Council determined that the purchase of Lots 15, 16, 20, and 21 of Block 2, of the Stott's Mill Subdivision/PUD for the development of future affordable housing will help the Town recruit and retain Town employees.</p> <p>The Town sought proposals for the design and construction of affordable housing units on Lots 15 and 16, with a focus on cost-effectiveness and livability. The Team lead by RA Nelson and Caddis have nearly completed the construction of this first duplex.</p>  <p>Figure 1: Site Plan of Town Owned Parcels in Stott's Mill</p> <p>Caddis Collaborative has a primary focus of affordable housing, multi-family housing, and co-housing and RA Nelson has experience building single-family affordable housing and NetZero employee housing in and around the Roaring Fork Valley. The team has worked together successfully on multiple projects, and have delivered the build out of the Stott's Mill daycare space and the first duplex below budget and ahead of schedule.</p> <p>Today staff is bringing to Council a contract nearly identical to that which was used for the duplex on lots 15 and 16. The attached design build contract is for the design and construction of a duplex on lots 20 and 21, which will have nearly the same interior layout, but will include some exterior changes to comply with the design requirements of the Stott's Mill Site and Architectural Review Committee.</p>	

Once the team has designed and priced the duplex for lots 20 and 21, staff will return to Council for approval of the contract for construction.

The team of RA Nelson and Caddis have provided the Town with a base design proposal for \$60,362.00 for the design, engineering and preconstruction services to provide drawings and specifications to obtain a permit and establish a GMP for the Construction Phase of two units on Lots 20 and 21 of Block 2, of the Stott's Mill Subdivision.

Related Town Statute and or Town Actions:

Through the Basalt Forward 2030 Process, the Town of Basalt gained support of voter-approved bonds to be used for affordable housing projects. Funds have been identified for this project as part of the 2025 Budget.

Attachments: A) Draft Resolution that includes the draft Contract

**RESOLUTION OF THE TOWN COUNCIL OF BASALT, COLORADO, APPROVING A
CONTRACT FOR DESIGN-BUILD OF THE STOTT'S MILL AFFORDABLE HOUSING
DEVELOPMENT ON LOTS 20 AND 21**

**Town of Basalt, Colorado
Resolution No. 28
Series of 2025**

RECITALS

- A. The Basalt 2020 Master Plan clearly identifies affordable housing goals for the community including development of innovative and diverse housing types, encouragement of development of smaller homes on smaller lots, and creating a safe and vibrant community where all people feel valued.
- B. In the fall of 2021, through the Basalt Forward 2030 process, the Town of Basalt put forth a ballot issue asking for approval of voter-approved bonds to be used in part for affordable housing projects. With this question the Town committed \$6 million for affordable housing initiatives. This ballot measure passed with a margin of 72% approval.
- C. The Stott's Mill PUD was approved pursuant to Ordinance No. 20, Series of 2017. Condition No. 11(c) in Ordinance No. 20, Series of 2017 established that four (4) of the Stott's Mill lots be deed-restricted and that these four lots be made available for first priority to purchase by non-profit entities approved by the Town Council, including the Town.
- D. The Basalt Town Council approved the purchase of 4 deed-restricted Stott's Mill Lots via Ordinance No. 11, Series of 2022, using the Basalt Forward bond funds, which the Town later closed on and now owns.
- E. The Town of Basalt awarded RA Nelson a design-built contract for a duplex location on Lots 15 and 16 of Block 2, of the Stott's Mill Subdivision via Resolution No. 23, Series of 2024, using a portion of the Basalt Forward bond funds restricted to affordable housing uses.
- F. Pursuant to Sections 4.2 and 5.1 of the Town's Procurement Policy, the Town wishes to enter an agreement with RA Nelson LLC (the "Contractor") for the design and construction of a second duplex on Lots 20 and 21 of Block 2, of the Stott's Mill Subdivision, as set forth in **Exhibit A**.
- G. Funds have been identified in the Town's 2025 budget for Basalt affordable housing projects.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of Basalt, Colorado, as follows:

1. Recitals. The foregoing recitals are incorporated herein as findings of Town Council.
2. Stott's Mill Affordable Housing Project. The Town Council hereby approves the design and construction of the Stott's Mill Lots 20 and 21 Affordable Housing Development Project and directs Staff to enter into a contract with the Contractor in substantially the same form as included in **Exhibit A** (the "Contract"), subject to review and approval of the Town Attorney. The Town Council authorizes the Town Manager to execute the Contract and further authorizes the Town Manager and Town Engineer to direct Contractor in the completion of the Project, and ratifies all actions taken by the Town to date with respect to the procurement and performance of the Project.

READ AND ADOPTED on July 8, 2025 by a vote of ____ to ____.

TOWN OF BASALT, COLORADO

By: _____
David Knight, Mayor

ATTEST

By: _____
Pamela K. Schilling, Clerk

Standard Form of Agreement Between Owner and Design- Builder – Cost Plus Fee with an Option for a Guaranteed Maximum Price

Document No. 530

Second Edition, 2010

© Design-Build Institute of America
Washington, D.C.



TABLE OF CONTENTS

Article	Name	Page
Article 1	Scope of Work.....	4
Article 3	Interpretation and Intent	5
Article 4	Ownership of Work Product.....	5
Article 5	Contract Time.....	6
Article 6	Contract Price.....	7
Article 7	Procedure for Payment.....	13
Article 8	Termination for Convenience	14
Article 9	Representatives of the Parties	14
Article 10	Bonds and Insurance	15
Article 11	Other Provisions.....	16



Standard Form of Agreement Between Owner and Design-Builder - Cost Plus Fee with an Option for a Guaranteed Maximum Price

*This document has important legal consequences. Consultation with
an attorney is recommended with respect to its completion or modification.*

This **AGREEMENT** is made as of the First day of July in the year of 2025, by and between the following parties, for services in connection with the Project identified below:

OWNER:

(Name and address)

Town of Basalt, a Colorado home-rule municipality
101 Midland Ave.
Basalt, CO 81621

DESIGN-BUILDER:

(Name and address)

RA Nelson LLC (Design-Builder)
PO Drawer 5400 (Mailing)
51 Eagle Road, Suite 2 (Physical)
Avon, CO 81620

Caddis Collaborative (Architect, listed here for reference)
1521 Easy Rider Ln #102
Boulder, CO 80304

PROJECT:

(Include Project name and location as it will appear in the Contract Documents)

Stott's Mill Affordable Housing Lots 20 & 21
Lots 20 & 21, Block 2, of the Stott's Mill Subdivision/PUD
Basalt, CO 81621

Construction of a duplex with a focus on cost-effectiveness and livability. The design for lots 20 & 21, assumes the same floor plan design as the original design for Lots 15 and 16 (designed and constructed under a separate agreement), with minor changes as attached duplexes, of approx. 1,930 SF on each lot. The minor changes may include different exterior elevations and massing by changing roof configurations, window locations and other elements for SARC approval. Design services don't include the option for a detached carport.

This agreement is for design, engineering, and preconstruction services only, to develop the plan set for permit approval and construction, and to develop a GMP for construction and construction administration. The construction phase will be added to the agreement later via change order or amendment, once the design and GMP are approved by the Owner.

In consideration of the mutual covenants and obligations contained herein, Owner and Design-Builder agree as set forth herein.

Article 1

Scope of Work

1.1 Design-Builder shall perform all design and construction services, and provide all material, equipment, tools and labor, necessary to complete the Work described in and reasonably inferable from the Contract Documents.

Article 2

Contract Documents

2.1 The Contract Documents are comprised of the following:

2.1.1 All written modifications, amendments, minor changes, and Change Orders to this Agreement issued in accordance with DBIA Document No. 535, *Standard Form of General Conditions of Contract Between Owner and Design-Builder* (2010 Edition) ("General Conditions of Contract");

2.1.2 The GMP Exhibit referenced in Section 6.6.1.1 herein or, if applicable, the GMP Proposal accepted by Owner in accordance with Section 6.6.2 herein;. The GMP Exhibit will be provided at a later date via change order or amendment to this agreement.

2.1.3 This Agreement, including all exhibits (List for example, performance standard requirements, performance incentive arrangements, markup exhibits, allowances, unit prices, or exhibit detailing offsite reimbursable personnel) but excluding, if applicable, the GMP Exhibit;

List of Design, Engineering, & Preconstruction Phase Exhibits

Exhibit A: Basis of Design Services

Exhibit B: Responsibility Matrix

Exhibit C: Schedule of Values for Design Services

Exhibit D: Labor Rates

Exhibit E: Design Schedule

2.1.4 The General Conditions of Contract; and

2.1.5 Construction Documents prepared and approved in accordance with Section 2.4 of the General Conditions of Contract.

The Order of Precedence of the Contract Documents shall be as follows:

- 1 – Changes issued after the date of this Agreement
- 2 – Basis of GMP/Qualifications and Clarifications Exhibit
- 3 – Other Exhibits to this Contract
- 4 – This DBIA 530
- 5 – The attached DBIA Document 535 General Conditions of the Contract
- 6 – Submittals once reviewed by the Architect or Owner
- 7 – The Drawings
- 8 – The Project Manual / Specifications

Article 3

Interpretation and Intent

3.1 Design-Builder and Owner, prior to execution of the Agreement (and again, if applicable, at the time of acceptance of the GMP Proposal by Owner in accordance with Section 6.6.2 hereof), shall carefully review all the Contract Documents, including the various documents comprising the Basis of Design Documents, for any conflicts or ambiguities. Design-Builder and Owner will discuss and resolve any identified conflicts or ambiguities prior to execution of the Agreement or, if applicable, prior to Owner's acceptance of the GMP Proposal.

3.2 The Contract Documents are intended to permit the parties to complete the Work and all obligations required by the Contract Documents within the Contract Time(s) for the Contract Price. The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry standards. In the event inconsistencies, conflicts, or ambiguities between or among the Contract Documents are discovered after execution of the Agreement, or if applicable, after Owner's acceptance of the GMP Proposal, Design-Builder and Owner shall attempt to resolve any ambiguity, conflict or inconsistency informally, recognizing that the Contract Documents shall take precedence in the order in which they are listed in Section 2.1 hereof. *(Note, the parties are strongly encouraged to establish in the GMP Exhibit or GMP Proposal (as applicable) the priority of the various documents comprising such exhibit or proposal.)*

3.3 Terms, words and phrases used in the Contract Documents, including this Agreement, shall have the meanings given them in the General Conditions of Contract.

3.4 If Owner's Project Criteria contain design specifications: (a) Design-Builder shall be entitled to reasonably rely on the accuracy of the information represented in such design specifications and their compatibility with other information set forth in Owner's Project Criteria, including any performance specifications; and (b) Design-Builder shall be entitled to an adjustment in the Contract Price and/or Contract Time(s) to the extent Design-Builder's cost and/or time of performance have been adversely impacted by such inaccurate design specification.

3.5 The Contract Documents form the entire agreement between Owner and Design-Builder and by incorporation herein are as fully binding on the parties as if repeated herein. No oral representations or other agreements have been made by the parties except as specifically stated in the Contract Documents.

Article 4

Ownership of Work Product

4.1 Work Product. All drawings, specifications and other documents and electronic data, including such documents identified in the General Conditions of Contract, furnished by Design-Builder to Owner under this Agreement ("Work Product") are deemed to be instruments of service and Design-Builder shall retain the ownership and property interests therein, including but not limited to any intellectual property rights, copyrights and/or patents, subject to the provisions set forth in Sections 4.2 through 4.5 below. Nevertheless, the final work product prepared under this Agreement shall become the property of the Town upon completion of the Services and payment in full of all monies due to the Contractor. For construction projects, Contractor agrees to provide Town with final as-built drawings of the final installation and construction of the materials in an electronic format, as deemed acceptable by the Town. Contractor further agrees that payment may be withheld by the Town, and the project deemed incomplete, until such final as-built files are delivered and received by the Town.

4.2 Owner's Limited License upon Project Completion and Payment in Full to Design-Builder. Upon Owner's payment in full for all Work performed under the Contract Documents, Design-Builder shall grant the Owner a ownership of the Work Product, conditioned on Owner's express understanding that its

alteration of the Work Product without the involvement of Design-Builder is at Owner's sole risk and without liability or legal exposure to Design-Builder or anyone working by or through Design-Builder, including Design Consultants of any tier (collectively the "Indemnified Parties").

4.3 Owner's Limited License upon Owner's Termination for Convenience or Design-Builder's Election to Terminate. If Owner terminates this Agreement for its convenience as set forth in Article 8 hereof, or if Design-Builder elects to terminate this Agreement in accordance with Section 11.4 of the General Conditions of Contract, Design-Builder shall, upon Owner's payment in full of the amounts due Design-Builder under the Contract Documents, grant Owner a limited license to use the Work Product to complete the Project and subsequently occupy the Project, and Owner shall thereafter have the same rights as set forth in Section 4.2 above, conditioned on the following:

4.3.1 Use of the Work Product is at Owner's sole risk without liability or legal exposure to any Indemnified Party, and

4.3.2 Owner agrees to pay Design-Builder the additional sum of Fifteen Thousand Dollars (\$15,000.00) as compensation for the right to use the Work Product to complete the Project and subsequently use the Work Product in accordance with Section 4.2 if Owner resumes the Project through its employees, agents, or third parties.

4.4 Owner's Limited License upon Design-Builder's Default. If this Agreement is terminated due to Design-Builder's default pursuant to Section 11.2 of the General Conditions of Contract, then Design-Builder grants Owner a limited license to use the Work Product to complete the Project and subsequently occupy the Project, and Owner shall thereafter have the same rights and obligations as set forth in Section 4.2 above. Notwithstanding the preceding sentence, if it is ultimately determined that Design-Builder was not in default, Owner shall be deemed to have terminated the Agreement for convenience, and Design-Builder shall be entitled to the rights and remedies set forth in Section 4.3 above.

Article 5

Contract Time

5.1 Date of Commencement. The Work shall commence within five (5) days of Design-Builder's receipt of Owner's Notice to Proceed ("Date of Commencement") unless the parties mutually agree otherwise in writing.

5.2 Substantial Completion and Final Completion.

5.2.1 Substantial Completion of the entire Work shall be achieved no later than TBD (____) calendar days after the Date of Commencement ("Scheduled Substantial Completion Date").

☒ The parties agree that the definition for Substantial Completion set forth in Section 1.2.18 of the General Conditions of Contract is hereby modified to read as follows:

"Substantial Completion is the date on which the Work, or an agreed upon portion of the Work, is sufficiently complete in accordance with the Contract Documents so that Owner can occupy and use the Project or a portion thereof for its intended purposes, provided, however, that Substantial Completion shall be deemed to have been achieved no later than the date of issuance of a Temporary Certificate of Occupancy issued by the local building official."

5.2.2 Interim milestones and/or Substantial Completion of identified portions of the Work ("Scheduled Interim Milestone Dates") shall be achieved as follows: *(Insert any interim milestones for portions of the Work with different scheduled dates for Substantial Completion)*

5.2.3 Final Completion of the Work or identified portions of the Work shall be achieved as expeditiously as reasonably practicable. Final Completion is the date when all Work is complete pursuant to the definition of Final Completion set forth in Section 1.2.7 of the General Conditions of Contract.

5.2.4 All of the dates set forth in this Article 5 (collectively the "Contract Time(s)") shall be subject to adjustment in accordance with the General Conditions of Contract.

5.3 Time is of the Essence. Owner and Design-Builder mutually agree that time is of the essence with respect to the dates and times set forth in the Contract Documents.

Article 6

Contract Price

6.1 Contract Price.

6.1.1 Owner shall pay Design-Builder in accordance with Article 6 of the General Conditions of Contract a contract price ("Contract Price") equal to Design-Builder's Fee (as defined in Section 6.2 hereof) plus the Cost of the Work (as defined in Section 6.3 hereof), subject to any GMP established in Section 6.6 hereof and any adjustments made in accordance with the General Conditions of Contract.

6.1.2 For the specific Work set forth below, Owner agrees to pay Design-Builder, as part of the Contract Price, on the following basis: *(This is an optional section intended to provide the parties with flexibility to identify and price limited preliminary services, such as a lump sum or cost-plus arrangement for preliminary design, programming, or services necessary to enable Design-Builder to furnish Owner with a GMP before execution of this Agreement Amendment or Change Order for Construction.)*

The Owner agrees to pay the Design-Builder a lump sum of **Sixty Thousand, Three Hundred Sixty-Two Dollars (\$60,362.00)** for design, engineering and preconstruction services to provide drawings & specifications to obtain a permit and establish a GMP for the Construction Phase, subject to adjustments in accordance with 6.2.2 below. The lump sum shall be billed based on a percent completed per the Exhibit C: Schedule of Values for Design Services

6.2 Design-Builder's Fee.

6.2.1 Design-Builder's Fee shall be:

☒ TBD Dollars (\$ TBD) as a stipulated sum subject to adjustments in accordance with Section 6.2.2 below.

or

6.2.2 Design-Builder's Fee will be adjusted as follows for any changes in the Work:

6.2.2.1 For additive Change Orders, including additive Change Orders arising from both additive and deductive items, it is agreed that Design-Builder shall receive a Fee of Seven and One Half percent (7.50%) of the additional Costs of the Work incurred for that Change Order, plus 5.00% Contingency, 1.72% General Liability Insurance, 1.52% for Performance

& Payment Bond, plus (TBD) for Builder's Risk Insurance (if applicable). Additional General Conditions will be analyzed on a case-by-case basis.

6.2.2.2 For deductive Change Orders, including deductive Change Orders arising from both additive and deductive items, the deductive amounts shall include no reduction to Design-Builder's Fee or any other markup

6.3 Cost of the Work. The term Cost of the Work shall mean costs reasonably and actually incurred by Design-Builder in the proper performance of the Work. The Cost of the Work shall include only the following:

6.3.1 Wages of direct employees of Design-Builder performing the Work at the Site or, with Owner's agreement, at locations off the Site; provided, however, that the costs for those employees of Design-Builder performing design services shall be calculated on the basis of prevailing market rates for design professionals performing such services or, if applicable, those rates set forth in an exhibit to this Agreement.

6.3.2 Wages or salaries of Design-Builder's supervisory and administrative personnel engaged in the performance of the Work and who are located at the Site or working off-Site to assist in the production or transportation of material and equipment necessary for the Work.

6.3.3 The cost of the work includes labor costs for: 1) wages of construction workers directly employed by the Contractor to perform the construction of the Work; 2) wages or salaries of the Contractor's supervisory (employed or subcontracted) and administrative personnel, but only for that portion of their time attributable to the Work; and 3) the labor burden and benefits associated with such wages and salaries including but not limited to taxes, insurance, contributions, assessments, benefits such as sick leave, medical and health benefits, holidays, vacations, pensions, bonuses, profits sharing, and incentive compensation. Contractor and Owner agree that it is difficult and expensive to calculate the precise amount of such labor costs, and that such costs may constitute proprietary information. Both Contractor and Owner desire to establish such labor cost rates with certainty in advance of incurring such labor costs. Thus, Owner and Contractor agree that labor costs will be charged on the basis of rates set forth in the Labor Rate Exhibit. Such rates are guaranteed for one year from the date of this Agreement, and then are subject to increase based on applicable cost escalation. Because these rates are mutually agreed to and established in advance of the Work, the rates shall not be subject to audit pursuant to any other provisions in the Contract.

6.3.5 The reasonable portion of the cost of travel, accommodations and meals for Design-Builder's personnel necessarily and directly incurred in connection with the performance of the Work.

6.3.6 Payments properly made by Design-Builder to Subcontractors and Design Consultants for performance of portions of the Work, including any insurance and bond premiums incurred by Subcontractors and Design Consultants.

6.3.7 Costs incurred by Design-Builder in repairing or correcting defective, damaged or nonconforming Work (including any warranty or corrective Work performed after Substantial Completion), provided that such Work was beyond the reasonable control of Design-Builder, or caused by the ordinary mistakes or inadvertence, and not the negligence, of Design-Builder or those working by or through Design-Builder. If the costs associated with such Work are recoverable from insurance, Subcontractors or Design Consultants, Design-Builder shall exercise its best efforts to obtain recovery from the appropriate source and provide a credit to Owner if recovery is obtained.

6.3.8 Costs, including transportation, inspection, testing, storage and handling, of materials, equipment and supplies incorporated or reasonably used in completing the Work.

6.3.9 Costs (less salvage value) of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by the workers that are not fully consumed in the performance of the Work and which remain the property of Design-Builder, including the costs of transporting, inspecting, testing, handling, installing, maintaining, dismantling and removing such items.

6.3.10 Costs of removal of debris and waste from the Site.

6.3.11 The reasonable costs and expenses incurred in establishing, operating and demobilizing the Site office, including the cost of facsimile transmissions, long-distance telephone calls, postage and express delivery charges, telephone service, photocopying and reasonable petty cash expenses.

6.3.12 Rental charges and the costs of transportation, installation, minor repairs and replacements, dismantling and removal of temporary facilities, machinery, equipment and hand tools not customarily owned by the workers, which are provided by Design-Builder at the Site, whether rented from Design-Builder or others, and incurred in the performance of the Work.

6.3.13 Premiums for insurance and bonds required by this Agreement or the performance of the Work.

6.3.14 All fuel and utility costs incurred in the performance of the Work.

6.3.15 Sales, use or similar taxes, tariffs or duties incurred in the performance of the Work. The Owner is a tax exempt entity so the Design-Builder shall exclude all sales tax from the GMP. The Owner shall provide the Construction Manager a copy of their Tax Exempt certificate.

6.3.16 Legal costs, court costs and costs of mediation and arbitration reasonably arising from Design-Builder's performance of the Work, provided such costs do not arise from disputes between Owner and Design-Builder.

6.3.17 Costs for permits, royalties, licenses, tests and inspections incurred by Design-Builder as a requirement of the Contract Documents.

6.3.18 The cost of defending suits or claims for infringement of patent rights arising from the use of a particular design, process, or product required by Owner, paying legal judgments against Design-Builder resulting from such suits or claims, and paying settlements made with Owner's consent.

6.3.19 Deposits which are lost, except to the extent caused by Design-Builder's negligence.

6.3.20 Costs incurred in preventing damage, injury or loss in case of an emergency affecting the safety of persons and property.

6.3.21 Accounting and data processing costs related to the Work.

6.3.22 Other costs reasonably and properly incurred in the performance of the Work to the extent approved in writing by Owner.

6.4 Allowance Items and Allowance Values.

6.4.1 Any and all Allowance Items, as well as their corresponding Allowance Values, are set forth in the GMP Exhibit or GMP Proposal and are included within the GMP.

6.4.2 Design-Builder and Owner have worked together to review the Allowance Items and Allowance Values based on design information then available to determine that the Allowance Values constitute reasonable estimates for the Allowance Items. Design-Builder and Owner will continue working closely together during the preparation of the design to develop Construction Documents consistent with the Allowance Values. Nothing herein is intended in any way to constitute a guarantee by Design-Builder that the Allowance Item in question can be performed for the Allowance Value.

6.4.3 No work shall be performed on any Allowance Item without Design-Builder first obtaining in writing advanced authorization to proceed from Owner, which shall not be unreasonably withheld. Owner agrees that if Design-Builder is not provided written authorization to proceed on an Allowance Item by the date set forth in the Project schedule, due to no fault of Design-Builder, Design-Builder may be entitled to an adjustment of the Contract Time(s) and Contract Price.

6.4.4 The Allowance Value for an Allowance Item includes the direct cost of labor, materials, equipment, and transportation associated with the applicable Allowance Item, unless stated otherwise in this agreement. All other costs, including design fees, Design-Builder's overall project management and general conditions costs, overhead and fee, are deemed to be included in the original Contract Price, and are not subject to adjustment, regardless of the actual amount of the Allowance Item.

In the event the actual direct cost of labor, materials, equipment, and transportation, associated with an Allowance Item is greater than the Allowance Value for such Allowance Item, Design-Builder and Owner agree that Design-Builder's right to Fee and markup shall be adjusted in accordance with Section 6.2.2.

6.4.5 Whenever the actual costs for an Allowance Item is more than or less than the stated Allowance Value, the Contract Price shall be adjusted accordingly by Change Order, subject to Section 6.4.4. The amount of the Change Order shall reflect the difference between actual costs incurred by Design-Builder for the particular Allowance Item and the Allowance Value.

6.5 Non-Reimbursable Costs.

6.5.1 The following shall not be deemed as costs of the Work:

6.5.1.1 Compensation for Design-Builder's personnel stationed at Design-Builder's principal or branch offices, except as provided for in Sections 6.3.1, 6.3.2 and 6.3.3 hereof.

6.5.1.2 Overhead and general expenses, except as provided for in Section 6.3 hereof, or which may be recoverable for changes to the Work.

6.5.1.3 The cost of Design-Builder's capital used in the performance of the Work.

6.5.1.4 If the parties have agreed on a GMP, costs that would cause the GMP, as adjusted in accordance with the Contract Documents, to be exceeded.

6.6 The Guaranteed Maximum Price ("GMP").

6.6.1 GMP Established Upon Execution of this Agreement.

6.6.1.1 Design-Builder guarantees that it shall not exceed the GMP of TBD Dollars (\$TBD). Documents used as a basis for the GMP shall be identified in an exhibit to this Agreement ("GMP Exhibit"). Design-Builder does not guarantee any specific line item provided as part of the GMP, and has the sole discretion to apply payment due to overruns in one line item to savings due to underruns in any other line item. Design-Builder agrees,

however, that it will be responsible for paying all costs of completing the Work which exceed the GMP, as adjusted in accordance with the Contract Documents.

6.6.1.2 The GMP includes a Contingency in the amount of TBD Dollars (\$_____TBD) which is available for Design-Builder's exclusive use for unanticipated costs it has incurred that are not the basis for a Change Order under the Contract Documents. By way of example, and not as a limitation, such costs may include: (a) trade buy-out differentials; (b) overtime or acceleration; (c) escalation of materials; (d) correction of defective, damaged or nonconforming Work, design errors or omissions, however caused or (e) Subcontractor defaults. The Contingency is not available to Owner for any reason, including, but not limited to changes in scope or any other item which would enable Design-Builder to increase the GMP under the Contract Documents. Design-Builder shall provide Owner notice of all anticipated charges against the Contingency, and shall provide Owner as part of the monthly status report required by Section 2.1.2 of the General Conditions of Contract an accounting of the Contingency, including all reasonably foreseen uses or potential uses of the Contingency in the upcoming three (3) months. Design-Builder agrees that with respect to any expenditure from the Contingency relating to a Subcontractor default or an event for which insurance or bond may provide reimbursement, Design-Builder will in good faith exercise reasonable steps to obtain performance from the Subcontractor and/or recovery from any surety or insurance company. Design-Builder agrees that if Design-Builder is subsequently reimbursed for said costs, then said recovery will be credited back to the Contingency.

6.6.2 GMP Established after Execution of this Agreement.

6.6.2.1 GMP Proposal. If requested by Owner, Design-Builder shall submit a GMP Proposal to Owner which shall include the following, unless the parties mutually agree otherwise:

6.6.2.1.1 A proposed GMP, which shall be the sum of:

- i. Design-Builder's Fee as defined in Section 6.2.1 hereof;
- ii. The estimated Cost of the Work as defined in Section 6.3 hereof, inclusive of any Design-Builder's Contingency as defined in Section 6.6.1.2 hereof; and
- iii. If applicable, any prices established under Section 6.1.2 hereof.

6.6.2.1.2 The Basis of Design Documents, which may include, by way of example, Owner's Project Criteria, which are set forth in detail and are attached to the GMP Proposal;

6.6.2.1.3 A list of the assumptions and clarifications made by Design-Builder in the preparation of the GMP Proposal, which list is intended to supplement the information contained in the drawings and specifications and is specifically included as part of the Basis of Design Documents;

6.6.2.1.4 The Scheduled Substantial Completion Date upon which the proposed GMP is based, to the extent said date has not already been established under Section 5.2.1 hereof, and a schedule upon which the Scheduled Substantial Completion Date is based;

6.6.2.1.5 If applicable, a list of Allowance Items, Allowance Values, and a statement of their basis;

6.6.2.1.6 If applicable, a schedule of alternate prices;

6.6.2.1.7 If applicable, a schedule of unit prices;

6.6.2.1.8 If applicable, a statement of Additional Services which may be performed but which are not included in the GMP and which, if performed, shall be the basis for an increase in the GMP and/or Contract Time(s); and

6.6.2.1.9 The time limit for acceptance of the GMP Proposal.

6.6.2.2 Review and Adjustment to GMP Proposal. After submission of the GMP Proposal, Design-Builder and Owner shall meet to discuss and review the GMP Proposal. If Owner has any comments regarding the GMP Proposal, or finds any inconsistencies or inaccuracies in the information presented, it shall promptly give written notice to Design-Builder of such comments or findings. If appropriate, Design-Builder shall, upon receipt of Owner's notice, make appropriate adjustments to the GMP Proposal.

6.6.2.3 Acceptance of GMP Proposal. If Owner accepts the GMP Proposal, as may be amended by Design-Builder, the GMP and its basis shall be set forth in an amendment to this Agreement.

6.6.2.4 Failure to Accept the GMP Proposal. If Owner rejects the GMP Proposal, or fails to notify Design-Builder in writing on or before the date specified in the GMP Proposal that it accepts the GMP Proposal, the GMP Proposal shall be deemed withdrawn and of no effect. In such event, Owner and Design-Builder shall meet and confer as to how the Project will proceed, with Owner having the following options:

6.6.2.4.1 Owner may suggest modifications to the GMP Proposal, whereupon, if such modifications are accepted in writing by Design-Builder, the GMP Proposal shall be deemed accepted and the parties shall proceed in accordance with Section 6.6.2.3 above;

6.6.2.4.2 Owner may authorize Design-Builder to continue to proceed with the Work on the basis of reimbursement as provided in Section 6.1 hereof without a GMP, in which case all references in this Agreement to the GMP shall not be applicable; or

6.6.2.4.3 Owner may terminate this Agreement for convenience in accordance with Article 8 hereof; provided, however, in this event, Design-Builder shall not be entitled to the payment provided for in Section 8.2 hereof.

If Owner fails to exercise any of the above options, Design-Builder shall have the right to (i) continue with the Work as if Owner had elected to proceed in accordance with Item 6.6.2.4.2 above, and be paid by Owner accordingly, unless and until Owner notifies it in writing to stop the Work, or (ii) suspend performance of Work in accordance with Section 11.3.1 of the General Conditions of Contract, provided, however, that in such event Design-Builder shall not be entitled to the payment provided for in Section 8.2 hereof.

6.6.3 Savings.

6.6.3.1 If the sum of the actual Cost of the Work and Design-Builder's Fee (and, if applicable, any prices established under Section 6.1.2 hereof) is less than the GMP, as such GMP may have been adjusted over the course of the Project, the difference ("Savings") shall be shared evenly between the Owner and Design-Builder. Allowances

shall be reconciled prior to the final pay application and any savings in Allowances shall revert 100% to the Owner.

6.6.3.2 Savings shall be calculated and paid as part of Final Payment under Section 7.3 hereof, with the understanding that to the extent Design-Builder incurs costs after Final Completion which would have been payable to Design-Builder as a Cost of the Work, the parties shall recalculate the Savings in light of the costs so incurred, and Design-Builder shall be paid by Owner accordingly.

Article 7

Procedure for Payment

7.1 Progress Payments.

7.1.1 Design-Builder shall submit to Owner on the 20th day of each month, beginning with the first month after the Date of Commencement, Design-Builder's Application for Payment in accordance with Article 6 of the General Conditions of Contract.

7.1.2 Owner shall make payment within twenty (20) days after Owner's receipt of each properly submitted and accurate Application for Payment in accordance with Article 6 of the General Conditions of Contract, but in each case less the total of payments previously made, and less amounts properly withheld under Section 6.3 of the General Conditions of Contract.

7.1.3 If Design-Builder's Fee under Section 6.2.1 hereof is a fixed amount, the amount of Design-Builder's Fee to be included in Design-Builder's monthly Application for Payment and paid by Owner shall be proportional to the percentage of the Work completed, less payments previously made on account of Design-Builder's Fee.

7.2 Retainage on Progress Payments.

7.2.1 Owner will retain five percent (5%) of each Application for Payment provided, however, that when fifty percent (50%) of the Work has been satisfactorily completed by Design-Builder and Design-Builder is otherwise in compliance with its contractual obligations, Owner will not retain any additional retention amounts from Design-Builder's subsequent Applications for Payment. Owner will also reasonably consider reducing retainage for Subcontractors completing their work early in the Project. No retainage will be held on Design-Builder's general conditions, insurance, bonds or material purchased by Design-Builder.

7.2.2 Within fifteen (15) days after Substantial Completion of the entire Work or, if applicable, any portion of the Work, pursuant to Section 6.6 of the General Conditions of Contract, Owner shall release to Design-Builder all retained amounts relating, as applicable, to the entire Work or completed portion of the Work, less an amount equal to: (a) the reasonable value of all remaining or incomplete items of Work as noted in the Certificate of Substantial Completion; and (b) all other amounts Owner is entitled to withhold pursuant to Section 6.3 of the General Conditions of Contract.

7.3 Final Payment. Design-Builder shall submit its Final Application for Payment to Owner in accordance with Section 6.7 of the General Conditions of Contract. Owner shall make payment on Design-Builder's properly submitted and accurate Final Application for Payment (less any amount the parties may

have agreed to set aside for warranty work) within ten (10) days after Owner's receipt of the Final Application for Payment, provided that Design-Builder has satisfied the requirements for final payment set forth in Section 6.7.2 of the General Conditions of Contract.

7.4 Interest. Payments due and unpaid by Owner to Design-Builder, whether progress payments or final payment, shall bear interest commencing five (5) days after payment is due at the rate of eight percent (8.0 %) per month until paid.

7.5 Record Keeping and Finance Controls. Design-Builder acknowledges that this Agreement is to be administered on an "open book" arrangement relative to Costs of the Work. Design-Builder shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management, using accounting and control systems in accordance with generally accepted accounting principles and as may be provided in the Contract Documents. During the performance of the Work and for a period of three (3) years after Final Payment, Owner and Owner's accountants shall be afforded access to, and the right to audit from time-to-time, upon reasonable notice, Design-Builder's records, books, correspondence, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to the Work, all of which Design-Builder shall preserve for a period of three (3) years after Final Payment. Such inspection shall take place at Design-Builder's offices during normal business hours unless another location and time is agreed to by the parties. Any multipliers or markups agreed to by the Owner and Design-Builder as part of this Agreement are only subject to audit to confirm that such multiplier or markup has been charged in accordance with this Agreement, with the composition of such multiplier or markup not being subject to audit.

Article 8

Termination for Convenience

8.1 Upon ten (10) days' written notice to Design-Builder, Owner may, for its convenience and without cause, elect to terminate this Agreement. In such event, Owner shall pay Design-Builder for the following:

8.1.1 All Work executed and for proven loss, cost or expense in connection with the Work;

8.1.2 The reasonable costs and expenses attributable to such termination, including demobilization costs and amounts due in settlement of terminated contracts with Subcontractors and Design Consultants; and

8.1.3 Fee of 7.5% on the sum of items 8.1.1 and 8.1.2 above.

8.3 If Owner terminates this Agreement pursuant to Section 8.1 above and proceeds to design and construct the Project through its employees, agents or third parties, Owner's rights to use the Work Product shall be as set forth in Section 4.3 hereof. Such rights may not be transferred or assigned to others without Design-Builder's express written consent and such third parties' agreement to the terms of Article 4.

Article 9

Representatives of the Parties

9.1 **Owner's Representatives.**

9.1.1 Owner designates the individual listed below as its Senior Representative ("Owner Senior Representative"), which individual has the authority and responsibility for avoiding and resolving

disputes under Section 10.2.3 of the General Conditions of Contract: *(Identify individual's name, title, address and telephone numbers)*

Catherine Christoff, Town Engineer
101 Midland Avenue, Basalt, CO 81621
Catherine.christoff@basalt.net
970.270.4384

9.2 Design-Builder's Representatives.

9.2.1 Design-Builder designates the individual listed below as its Senior Representative ("Design-Builder's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 10.2.3 of the General Conditions of Contract: *(Identify individual's name, title, address and telephone numbers)*

Jason Morley
President
jmorley@ranelson.com
970-471-3919

9.2.2 Design-Builder designates the individual listed below as its Design-Builder's Representative, which individual has the authority and responsibility set forth in Section 2.1.1 of the General Conditions of Contract: *(Identify individual's name, title, address and telephone numbers)*

TBD

Article 10

Bonds and Insurance

10.1 Insurance. Design-Builder and Owner shall procure the insurance coverages set forth in the Insurance Exhibit attached hereto and in accordance with Article 5 of the General Conditions of Contract.

10.2 Bonds and Other Performance Security. Design-Builder shall provide the following performance bond and labor and material payment bond or other performance security upon execution of the amendment or change order for Construction and in accordance with CRS 38-26-106 and 107:

Performance Bond.

☒ Required ☐ Not Required

Payment Bond.

☒ Required

☐ Not Required

Other Performance Security.

☐ Required

☒ Not Required

Article 11

Other Provisions

11.1 Other provisions, if any, are as follows: *(Insert any additional provisions)*

In executing this Agreement, Owner and Design-Builder each individually represents that it has the necessary financial resources to fulfill its obligations under this Agreement, and each has the necessary corporate approvals to execute this Agreement, and perform the services described herein.

OWNER:

DESIGN-BUILDER:

(Name of Owner)

(Name of Design-Builder)

(Signature)

(Signature)

(Printed Name)

(Printed Name)

(Title)

(Title)

Date: _____

Date: _____

Caution: An original DBIA document has this caution printed in blue. This is a printable copy and an original assures that changes will not be obscured as may occur when documents are reproduced.

Standard Form of General Conditions of Contract Between Owner and Design-Builder

Document No. 535

Second Edition, 2010

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Washington, D.C.



TABLE OF CONTENTS

Article	Name	Page
Article 1	General.....	1
Article 2	Design-Builder's Services and Responsibilities.....	2
Article 3	Owner's Services and Responsibilities.....	6
Article 4	Hazardous Conditions and Differing Site Conditions.....	8
Article 5	Insurance and Bonds	9
Article 6	Payment	11
Article 7	Indemnification	13
Article 8	Time	14
Article 9	Changes to the Contract Price and Time	15
Article 10	Contract Adjustments and Disputes	17
Article 11	Stop Work and Termination for Cause	18
Article 12	Electronic Data	20
Article 13	Miscellaneous.....	21

Article 1

General

1.1 Mutual Obligations

1.1.1 *Owner and Design-Builder* commit at all times to cooperate fully with each other, and proceed on the basis of trust and good faith, to permit each party to realize the benefits afforded under the Contract Documents.

1.2 Basic Definitions

1.2.1 *Agreement* refers to the executed contract between Owner and Design-Builder under either DBIA Document No. 525, *Standard Form of Agreement Between Owner and Design-Builder - Lump Sum* (2010 Edition) or DBIA Document No. 530, *Standard Form of Agreement Between Owner and Design-Builder - Cost Plus Fee with an Option for a Guaranteed Maximum Price* (2010 Edition).

1.2.2 *Basis of Design Documents* are as follows: For DBIA Document No. 530, *Standard Form of Agreement Between Owner and Design-Builder - Cost Plus Fee With an Option for a Guaranteed Maximum Price*, the Basis of Design Documents are those documents specifically listed in, as applicable, the GMP Exhibit or GMP Proposal as being the "Basis of Design Documents." For DBIA Document No. 525, *Standard Form of Agreement Between Owner and Design-Builder – Lump Sum*, the Basis of Design Documents are the Owner's Project Criteria, Design-Builder's Proposal and the Deviation List, if any.

1.2.3 *Construction Documents* are the documents, consisting of Drawings and Specifications, to be prepared or assembled by the Design-Builder consistent with the Basis of Design Documents unless a deviation from the Basis of Design Documents is specifically set forth in a Change Order executed by both the Owner and Design-Builder, as part of the design review process contemplated by Section 2.4 of these General Conditions of Contract.

1.2.4 *Day* or *Days* shall mean calendar days unless otherwise specifically noted in the Contract Documents.

1.2.5 *Design-Build Team* is comprised of the Design-Builder, the Design Consultant, and key Subcontractors identified by the Design-Builder.

1.2.6 *Design Consultant* is a qualified, licensed design professional who is not an employee of Design-Builder, but is retained by Design-Builder, or employed or retained by anyone under contract with Design-Builder, to furnish design services required under the Contract Documents. A Design Sub-Consultant is a qualified, licensed design professional who is not an employee of the Design Consultant, but is retained by the Design Consultant or employed or retained by anyone under contract to Design Consultant, to furnish design services required under the Contract Documents.

1.2.7 *Final Completion* is the date on which all Work is complete in accordance with the Contract Documents, including but not limited to, any items identified in the punch list prepared under Section 6.6.1 and the submission of all documents set forth in Section 6.7.2.

1.2.8 *Force Majeure Events* are those events that are beyond the control of both Design-Builder and Owner, including the events of war, floods, labor disputes, earthquakes, epidemics, adverse weather conditions not reasonably anticipated, and other acts of God.

1.2.9 *General Conditions of Contract* refer to this DBIA Document No. 535, *Standard Form of General Conditions of Contract Between Owner and Design-Builder* (2010 Edition).

1.2.10 *GMP Exhibit* means that exhibit attached to DBIA Document No. 530, *Standard Form of Agreement Between Owner and Design-Builder - Cost Plus Fee With an Option for a Guaranteed*

Maximum Price, which exhibit will have been agreed upon by Owner and Design-Builder prior to the execution of the Agreement.

1.2.11 *GMP Proposal* means that proposal developed by Design-Builder in accordance with Section 6.6 of DBIA Document No. 530, *Standard Form of Agreement Between Owner and Design-Builder - Cost Plus Fee With an Option for a Guaranteed Maximum Price*.

1.2.12 *Hazardous Conditions* are any materials, wastes, substances and chemicals deemed to be hazardous under applicable Legal Requirements, or the handling, storage, remediation, or disposal of which are regulated by applicable Legal Requirements.

1.2.13 *Legal Requirements* are all applicable federal, state and local laws, codes, ordinances, rules, regulations, orders and decrees of any government or quasi-government entity having jurisdiction over the Project or Site, the practices involved in the Project or Site, or any Work.

1.2.14 *Owner's Project Criteria* are developed by or for Owner to describe Owner's program requirements and objectives for the Project, including use, space, price, time, site and expandability requirements, as well as submittal requirements and other requirements governing Design-Builder's performance of the Work. Owner's Project Criteria may include conceptual documents, design criteria, design performance specifications, design specifications, and LEED® or other sustainable design criteria and other Project-specific technical materials and requirements.

1.2.15 *Site* is the land or premises on which the Project is located.

1.2.16 *Subcontractor* is any person or entity retained by Design-Builder as an independent contractor to perform a portion of the Work and shall include materialmen and suppliers.

1.2.17 *Sub-Subcontractor* is any person or entity retained by a Subcontractor as an independent contractor to perform any portion of a Subcontractor's Work and shall include materialmen and suppliers.

1.2.18 *Substantial Completion* or *Substantially Complete* means the date on which the Work, or an agreed upon portion of the Work, is sufficiently complete in accordance with the Contract Documents so that Owner can occupy and use the Project or a portion thereof for its intended purposes.

1.2.19 *Work* is comprised of all Design-Builder's design, construction and other services required by the Contract Documents, including procuring and furnishing all materials, equipment, services and labor reasonably inferable from the Contract Documents.

Article 2

Design-Builder's Services and Responsibilities

2.1 General Services.

2.1.1 Design-Builder's Representative shall be reasonably available to Owner and shall have the necessary expertise and experience required to supervise the Work. Design-Builder's Representative shall communicate regularly with Owner and shall be vested with the authority to act on behalf of Design-Builder. Design-Builder's Representative may be replaced only with the mutual agreement of Owner and Design-Builder.

2.1.2 Design-Builder shall provide Owner with a monthly status report detailing the progress of the Work, including (i) whether the Work is proceeding according to schedule, (ii) whether discrepancies, conflicts, or ambiguities exist in the Contract Documents that require resolution, (iii)

whether health and safety issues exist in connection with the Work; (iv) status of the contingency account to the extent provided for in the Standard Form of Agreement Between Owner and Design-Builder - Cost Plus Fee with an Option for a Guaranteed Maximum Price; and (v) other items that require resolution so as not to jeopardize Design-Builder's ability to complete the Work for the Contract Price and within the Contract Time(s). The OAC meeting minutes can be used as the form for the monthly status report.

2.1.3 Unless a schedule for the execution of the Work has been attached to the Agreement as an exhibit at the time the Agreement is executed, Design-Builder shall prepare and submit, at least three (3) days prior to the meeting contemplated by Section 2.1.4 hereof, a schedule for the execution of the Work for Owner's review and response. The schedule shall indicate the dates for the start and completion of the various stages of Work, including the dates when Owner information and approvals are required to enable Design-Builder to achieve the Contract Time(s). The schedule shall be revised as required by conditions and progress of the Work, but such revisions shall not relieve Design-Builder of its obligations to complete the Work within the Contract Time(s), as such dates may be adjusted in accordance with the Contract Documents. Owner's review of, and response to, the schedule shall not be construed as relieving Design-Builder of its complete and exclusive control over the means, methods, sequences and techniques for executing the Work.

2.1.4 The parties will meet within seven (7) days after execution of the Agreement to discuss issues affecting the administration of the Work and to implement the necessary procedures, including those relating to submittals and payment, to facilitate the ability of the parties to perform their obligations under the Contract Documents.

2.2 Design Professional Services.

2.2.1 Design-Builder shall, consistent with applicable state licensing laws, provide through qualified, licensed design professionals employed by Design-Builder, or procured from qualified, independent licensed Design Consultants, the necessary design services, including architectural, engineering and other design professional services, for the preparation of the required drawings, specifications and other design submittals to permit Design-Builder to complete the Work consistent with the Contract Documents. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between Owner and any Design Consultant.

2.3 Standard of Care for Design Professional Services.

2.3.1 The standard of care for all design professional services performed to execute the Work shall be the care and skill ordinarily used by members of the design profession practicing under similar conditions at the same time and locality of the Project.

2.4 Design Development Services.

2.4.1 Design-Builder and Owner shall, consistent with any applicable provision of the Contract Documents, agree upon any interim design submissions that Owner may wish to review, which interim design submissions may include design criteria, drawings, diagrams and specifications setting forth the Project requirements. Interim design submissions shall be consistent with the Basis of Design Documents, as the Basis of Design Documents may have been changed through the design process set forth in this Section 2.4.1. On or about the time of the scheduled submissions, Design-Builder and Owner shall meet and confer about the submissions, with Design-Builder identifying during such meetings, among other things, the evolution of the design and any changes to the Basis of Design Documents, or, if applicable, previously submitted design submissions. Changes to the Basis of Design Documents, including those that are deemed minor changes under Section 9.3.1, shall be processed in accordance with Article 9. Minutes of the meetings, including a full listing of all changes, will be maintained by Design-Builder and provided to all attendees for review. Following the design review meeting, Owner shall review and approve the interim design submissions and meeting minutes in a time that is consistent with the turnaround times set forth in Design-Builder's schedule.

2.4.2 Design-Builder shall submit to Owner Construction Documents setting forth in detail drawings and specifications describing the requirements for construction of the Work. The Construction Documents shall be consistent with the latest set of interim design submissions, as such submissions may have been modified in a design review meeting and recorded in the meetings minutes. The parties shall have a design review meeting to discuss, and Owner shall review and approve, the Construction Documents in accordance with the procedures set forth in Section 2.4.1 above. Design-Builder shall proceed with construction in accordance with the approved Construction Documents and shall submit one set of approved Construction Documents to Owner prior to commencement of construction.

2.4.3 Owner's review and approval of interim design submissions, meeting minutes, and the Construction Documents is for the purpose of mutually establishing a conformed set of Contract Documents compatible with the requirements of the Work. Neither Owner's review nor approval of any interim design submissions, meeting minutes, and Construction Documents shall be deemed to transfer any design liability from Design-Builder to Owner.

2.4.4 To the extent not prohibited by the Contract Documents or Legal Requirements, Design-Builder may prepare interim design submissions and Construction Documents for a portion of the Work to permit construction to proceed on that portion of the Work prior to completion of the Construction Documents for the entire Work.

2.5 Legal Requirements.

2.5.1 Design-Builder shall perform the Work in accordance with all Legal Requirements and shall provide all notices applicable to the Work as required by the Legal Requirements.

2.5.2 The Contract Price and/or Contract Time(s) shall be adjusted to compensate Design-Builder for the effects of any changes in the Legal Requirements enacted after the date of the Agreement affecting the performance of the Work, or if a Guaranteed Maximum Price is established after the date of the Agreement, the date the parties agree upon the Guaranteed Maximum Price. Such effects may include, without limitation, revisions Design-Builder is required to make to the Construction Documents because of changes in Legal Requirements.

2.6 Government Approvals and Permits.

2.6.1 Except as identified in an Owner's Permit List attached as an exhibit to the Agreement, Owner shall obtain and pay for all necessary permits, approvals, licenses, government charges and inspection fees required for the prosecution of the Work by any government or quasi-government entity having jurisdiction over the Project.

2.6.2 Design-Builder shall provide reasonable assistance to Owner in obtaining those permits, approvals and licenses that are Owner's responsibility.

2.7 Design-Builder's Construction Phase Services.

2.7.1 Unless otherwise provided in the Contract Documents to be the responsibility of Owner or a separate contractor, Design-Builder shall provide through itself or Subcontractors the necessary supervision, labor, inspection, testing, start-up, material, equipment, machinery, temporary utilities and other temporary facilities to permit Design-Builder to complete construction of the Project consistent with the Contract Documents.

2.7.2 Design-Builder shall perform all construction activities efficiently and with the requisite expertise, skill and competence to satisfy the requirements of the Contract Documents. Design-Builder shall at all times exercise complete and exclusive control over the means, methods, sequences and techniques of construction.

2.7.3 Design-Builder shall employ only Subcontractors who are duly licensed and qualified to

perform the Work consistent with the Contract Documents. Owner may reasonably object to Design-Builder's selection of any Subcontractor, provided that the Contract Price and/or Contract Time(s) shall be adjusted to the extent that Owner's decision impacts Design-Builder's cost and/or time of performance.

2.7.4 Design-Builder assumes responsibility to Owner for the proper performance of the Work of Subcontractors and any acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between Owner and any Subcontractor or Sub-Subcontractor, including but not limited to any third-party beneficiary rights.

2.7.5 Design-Builder shall coordinate the activities of all Subcontractors. If Owner performs other work on the Project or at the Site with separate contractors under Owner's control, Design-Builder agrees to reasonably cooperate and coordinate its activities with those of such separate contractors so that the Project can be completed in an orderly and coordinated manner without unreasonable disruption.

2.7.6 Design-Builder shall keep the Site reasonably free from debris, trash and construction wastes to permit Design-Builder to perform its construction services efficiently, safely and without interfering with the use of adjacent land areas. Upon Substantial Completion of the Work, or a portion of the Work, Design-Builder shall remove all debris, trash, construction wastes, materials, equipment, machinery and tools arising from the Work or applicable portions thereof to permit Owner to occupy the Project or a portion of the Project for its intended use.

2.8 Design-Builder's Responsibility for Project Safety.

2.8.1 Design-Builder recognizes the importance of performing the Work in a safe manner so as to prevent damage, injury or loss to (i) all individuals at the Site, whether working or visiting, (ii) the Work, including materials and equipment incorporated into the Work or stored on-Site or off-Site, and (iii) all other property at the Site or adjacent thereto. Design-Builder assumes responsibility for implementing and monitoring all safety precautions and programs related to the performance of the Work. Design-Builder shall, prior to commencing construction, designate a Safety Representative with the necessary qualifications and experience to supervise the implementation and monitoring of all safety precautions and programs related to the Work. Unless otherwise required by the Contract Documents, Design-Builder's Safety Representative shall be an individual stationed at the Site who may have responsibilities on the Project in addition to safety. The Safety Representative shall make routine daily inspections of the Site and shall hold weekly safety meetings with Design-Builder's personnel, Subcontractors and others as applicable.

2.8.2 Design-Builder and Subcontractors shall comply with all Legal Requirements relating to safety, as well as any Owner-specific safety requirements set forth in the Contract Documents, provided that such Owner-specific requirements do not violate any applicable Legal Requirement. Design-Builder will immediately report in writing any safety-related injury, loss, damage or accident arising from the Work to Owner's Representative and, to the extent mandated by Legal Requirements, to all government or quasi-government authorities having jurisdiction over safety-related matters involving the Project or the Work.

2.8.3 Design-Builder's responsibility for safety under this Section 2.8 is not intended in any way to relieve Subcontractors and Sub-Subcontractors of their own contractual and legal obligations and responsibility for (i) complying with all Legal Requirements, including those related to health and safety matters, and (ii) taking all necessary measures to implement and monitor all safety precautions and programs to guard against injuries, losses, damages or accidents resulting from their performance of the Work.

2.9 Design-Builder's Warranty.

2.9.1 Design-Builder warrants to Owner that the construction, including all materials and

equipment furnished as part of the construction, shall be new unless otherwise specified in the Contract Documents, of good quality, in conformance with the Contract Documents and free of defects in materials and workmanship. Design-Builder's warranty obligation excludes defects caused by abuse, alterations, or failure to maintain the Work in a commercially reasonable manner. Nothing in this warranty is intended to limit any manufacturer's warranty which provides Owner with greater warranty rights than set forth in this Section 2.9 or the Contract Documents. Design-Builder will provide Owner with all manufacturers' warranties upon Substantial Completion.

2.10 Correction of Defective Work.

2.10.1 Design-Builder agrees to correct any Work that is found to not be in conformance with the Contract Documents, including that part of the Work subject to Section 2.9 hereof, within a period of one year from the date of Substantial Completion of the Work or any portion of the Work..

2.10.2 Design-Builder shall, within seven (7) days of receipt of written notice from Owner that the Work is not in conformance with the Contract Documents, take meaningful steps to commence correction of such nonconforming Work, including the correction, removal or replacement of the nonconforming Work and any damage caused to other parts of the Work affected by the nonconforming Work. If Design-Builder fails to commence the necessary steps within such seven (7) day period, Owner, in addition to any other remedies provided under the Contract Documents, may provide Design-Builder with written notice that Owner will commence correction of such nonconforming Work with its own forces. If Owner does perform such corrective Work, Design-Builder shall be responsible for all reasonable costs incurred by Owner in performing such correction. If the nonconforming Work creates an emergency requiring an immediate response, the seven (7) day period identified herein shall be deemed inapplicable.

2.10.3 The one-year period referenced in Section 2.10.1 above applies only to Design-Builder's obligation to correct nonconforming Work and is not intended to constitute a period of limitations for any other rights or remedies Owner may have regarding Design-Builder's other obligations under the Contract Documents.

Article 3

Owner's Services and Responsibilities

3.1 Duty to Cooperate.

3.1.1 Owner shall, throughout the performance of the Work, cooperate with Design-Builder and perform its responsibilities, obligations and services in a timely manner to facilitate Design-Builder's timely and efficient performance of the Work and so as not to delay or interfere with Design-Builder's performance of its obligations under the Contract Documents.

3.1.2 Owner shall provide timely reviews and approvals of interim design submissions and Construction Documents consistent with the turnaround times set forth in Design-Builder's schedule.

3.1.3 Owner shall give Design-Builder timely notice of any Work that Owner notices to be defective or not in compliance with the Contract Documents.

3.2 Furnishing of Services and Information.

3.2.1 Unless expressly stated to the contrary in the Contract Documents, Owner shall provide, at its own cost and expense, for Design-Builder's information and use the following, all of which Design-Builder is entitled to rely upon in performing the Work:

3.2.1.1 Surveys describing the property, boundaries, topography and reference points for use during construction, including existing service and utility lines;

3.2.1.2 Geotechnical studies describing subsurface conditions, and other surveys describing other latent or concealed physical conditions at the Site;

3.2.1.3 Temporary and permanent easements, zoning and other requirements and encumbrances affecting land use, or necessary to permit the proper design and construction of the Project and enable Design-Builder to perform the Work;

3.2.1.4 A legal description of the Site;

3.2.1.5 To the extent available, record drawings of any existing structures at the Site; and

3.2.1.6 To the extent available, environmental studies, reports and impact statements describing the environmental conditions, including Hazardous Conditions, in existence at the Site.

3.2.2 Owner is responsible for securing and executing all necessary agreements with adjacent land or property owners that are necessary to enable Design-Builder to perform the Work. Owner is further responsible for all costs, including attorneys' fees, incurred in securing these necessary agreements.

3.3 Financial Information.

3.3.1 At Design-Builder's request, Owner shall promptly furnish reasonable evidence satisfactory to Design-Builder that Owner has adequate funds available and committed to fulfill all of Owner's contractual obligations under the Contract Documents. If Owner fails to furnish such financial information in a timely manner, Design-Builder may stop Work under Section 11.3 hereof or exercise any other right permitted under the Contract Documents.

3.3.2 Design-Builder shall cooperate with the reasonable requirements of Owner's lenders or other financial sources. Notwithstanding the preceding sentence, after execution of the Agreement Design-Builder shall have no obligation to execute for Owner or Owner's lenders or other financial sources any documents or agreements that require Design-Builder to assume obligations or responsibilities greater than those existing obligations Design-Builder has under the Contract Documents.

3.4 Owner's Representative.

3.4.1 Owner's Representative shall be responsible for providing Owner-supplied information and approvals in a timely manner to permit Design-Builder to fulfill its obligations under the Contract Documents. Owner's Representative shall also provide Design-Builder with prompt notice if it observes any failure on the part of Design-Builder to fulfill its contractual obligations, including any errors, omissions or defects in the performance of the Work. Owner's Representative shall communicate regularly with Design-Builder and shall be vested with the authority to act on behalf of Owner.

3.5 Government Approvals and Permits.

3.5.1 Owner shall obtain and pay for all necessary permits, approvals, licenses, government charges and inspection fees set forth in the Owner's Permit List attached as an exhibit to the Agreement.

3.5.2 Owner shall provide reasonable assistance to Design-Builder in obtaining those permits, approvals and licenses that are Design-Builder's responsibility.

3.6 Owner's Separate Contractors.

3.6.1 Owner is responsible for all work performed on the Project or at the Site by separate contractors under Owner's control. Owner shall contractually require its separate contractors to cooperate with, and coordinate their activities so as not to interfere with, Design-Builder in order to enable Design-Builder to timely complete the Work consistent with the Contract Documents.

Article 4

Hazardous Conditions and Differing Site Conditions

4.1 Hazardous Conditions.

4.1.1 Unless otherwise expressly provided in the Contract Documents to be part of the Work, Design-Builder is not responsible for any Hazardous Conditions encountered at the Site. Upon encountering any Hazardous Conditions, Design-Builder will stop Work immediately in the affected area and duly notify Owner and, if required by Legal Requirements, all government or quasi-government entities with jurisdiction over the Project or Site.

4.1.2 Upon receiving notice of the presence of suspected Hazardous Conditions, Owner shall take the necessary measures required to ensure that the Hazardous Conditions are remediated or rendered harmless. Such necessary measures shall include Owner retaining qualified independent experts to (i) ascertain whether Hazardous Conditions have actually been encountered, and, if they have been encountered, (ii) prescribe the remedial measures that Owner must take either to remove the Hazardous Conditions or render the Hazardous Conditions harmless.

4.1.3 Design-Builder shall be obligated to resume Work at the affected area of the Project only after Owner's expert provides it with written certification that (i) the Hazardous Conditions have been removed or rendered harmless and (ii) all necessary approvals have been obtained from all government and quasi-government entities having jurisdiction over the Project or Site.

4.1.4 Design-Builder will be entitled, in accordance with these General Conditions of Contract, to an adjustment in its Contract Price and/or Contract Time(s) to the extent Design-Builder's cost and/or time of performance have been adversely impacted by the presence of Hazardous Conditions.

4.1.6 Notwithstanding the preceding provisions of this Section 4.1, Owner is not responsible for Hazardous Conditions introduced to the Site by Design-Builder, Subcontractors or anyone for whose acts they may be liable. To the fullest extent permitted by law, Design-Builder shall indemnify, defend and hold harmless Owner and Owner's officers, directors, employees and agents from and against all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from those Hazardous Conditions introduced to the Site by Design-Builder, Subcontractors or anyone for whose acts they may be liable.

4.2 Differing Site Conditions.

4.2.1 Concealed or latent physical conditions or subsurface conditions at the Site that (i) materially differ from the conditions indicated in the Contract Documents or (ii) are of an unusual nature, differing materially from the conditions ordinarily encountered and generally recognized as inherent in the Work are collectively referred to herein as "Differing Site Conditions." If Design-Builder encounters a Differing Site Condition, Design-Builder will be entitled to an adjustment in the Contract Price and/or Contract Time(s) to the extent Design-Builder's cost and/or time of performance are adversely impacted by the Differing Site Condition.

4.2.2 Upon encountering a Differing Site Condition, Design-Builder shall provide prompt written

notice to Owner of such condition, which notice shall not be later than fourteen (14) days after such condition has been encountered. Design-Builder shall, to the extent reasonably possible, provide such notice before the Differing Site Condition has been substantially disturbed or altered.

Article 5

Insurance and Bonds

5.1 Design-Builder's Insurance Requirements.

5.1.1 Design-Builder shall maintain the following types and limits of insurance until the expiration period for corrections as set forth in Section 2.10.1, subject to the terms and conditions set forth in this Section 5.1.1 Coverage shall be secured from insurance companies authorized to do business in the state in which the Project is located.

5.1.1.1 Commercial General Liability with policy limits of not less than one million dollars (\$1,000,000) for each occurrence, two million dollars (\$2,000,000) in the aggregate, and two million dollars (\$2,000,000) aggregate for products completed operations hazards, for bodily injury and property damage.

5.1.1.2 Automobile Liability covering vehicles owned by the Design-Builder and non-owned vehicles used by the Design-Builder with policy limits of not less than One Million Dollars (\$1,000,000) per claim and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles specified in this Section 5.1.1.2, along with any other statutorily required automobile coverage.

5.1.1.3 The Design-Builder may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess liability insurance, provided that such primary and excess insurance policies result in the same or greater coverage as those required under Section 5.1.1.1 and 5.1.1.2.

5.1.1.4 Workers' Compensation at statutory limits.

5.1.1.5 Employers' Liability with policy limits of One Million Dollars (\$1,000,000).

5.1.2 Design-Builder's insurance shall specifically delete any design-build or similar exclusions that could compromise coverages because of the design-build delivery of the Project.

5.1.3 Prior to commencing any construction services hereunder, Design-Builder shall provide Owner with certificates evidencing that (i) all insurance obligations required by the Contract Documents are in full force and in effect and will remain in effect for the duration required by the Contract Documents and (ii) no insurance coverage will be canceled, renewal refused, or materially changed unless at least thirty (30) days prior written notice is given to Owner. If any of the foregoing insurance coverages are required to remain in force after final payment are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the Final Application for Payment. If any information concerning reduction of coverage is not furnished by the insurer, it shall be furnished by the Design-Builder with reasonable promptness according to the Design-Builder's information and belief.

5.2 Owner's Liability Insurance.

5.2.1 Owner shall procure and maintain from insurance companies authorized to do business in the state in which the Project is located such liability insurance as set forth in the Insurance Exhibit to the Agreement to protect Owner from claims which may arise from the performance of Owner's

obligations under the Contract Documents or Owner's conduct during the course of the Project.

5.3 Owner's Property Insurance.

5.3.1 Unless otherwise provided in the Contract Documents, Owner shall procure and maintain from insurance companies authorized to do business in the state in which the Project is located property insurance upon the entire Project to the full insurable value of the Project, including professional fees, overtime premiums and all other expenses incurred to replace or repair the insured property. The property insurance obtained by Owner shall be the broadest coverage commercially available, and shall include as additional insureds the interests of Owner, Design-Builder, Design Consultants and Subcontractors of any tier. Such insurance shall include but not be limited to the perils of fire and extended coverage, theft, vandalism, malicious mischief, collapse, flood, earthquake, debris removal and other perils or causes of loss as called for in the Contract Documents. The property insurance shall include physical loss or damage to the Work, including materials and equipment in transit, at the Site or at another location as may be indicated in Design-Builder's Application for Payment and approved by Owner. The Owner is responsible for the payment of any deductibles under the insurance required by this Section 5.3.1.

5.3.2 Unless the Contract Documents provide otherwise, Owner shall procure and maintain boiler and machinery insurance that will include the interests of Owner, Design-Builder, Design Consultants, and Subcontractors of any tier. The Owner is responsible for the payment of any deductibles under the insurance required by this Section 5.3.2.

5.3.3 Prior to Design-Builder commencing any Work, Owner shall provide Design-Builder with certificates evidencing that (i) all Owner's insurance obligations required by the Contract Documents are in full force and in effect and will remain in effect until Design-Builder has completed all of the Work and has received final payment from Owner and (ii) no insurance coverage will be canceled, renewal refused, or materially changed unless at least thirty (30) days prior written notice is given to Design-Builder. Owner's property insurance shall not lapse or be canceled if Owner occupies a portion of the Work pursuant to Section 6.6.3 hereof. Owner shall provide Design-Builder with the necessary endorsements from the insurance company prior to occupying a portion of the Work.

5.3.4 Any loss covered under Owner's property insurance shall be adjusted with Owner and Design-Builder and made payable to both of them as trustees for the insureds as their interests may appear, subject to any applicable mortgage clause. All insurance proceeds received as a result of any loss will be placed in a separate account and distributed in accordance with such agreement as the interested parties may reach. Any disagreement concerning the distribution of any proceeds will be resolved in accordance with Article 10 hereof.

5.3.5 Owner and Design-Builder waive against each other and Owner's separate contractors, Design Consultants, Subcontractors, agents and employees of each and all of them, all damages covered by property insurance provided herein, except such rights as they may have to the proceeds of such insurance. Design-Builder and Owner shall, where appropriate, require similar waivers of subrogation from Owner's separate contractors, Design Consultants and Subcontractors and shall require each of them to include similar waivers in their contracts. These waivers of subrogation shall not contain any restriction or limitation that will impair the full and complete extent of its applicability to any person or entity unless agreed to in writing prior to the execution of this Agreement.

5.4 Bonds and Other Performance Security.

5.4.1 If Owner requires Design-Builder to obtain performance and labor and material payment bonds, or other forms of performance security, the amount, form and other conditions of such security shall be as set forth in the Agreement.

5.4.2 All bonds furnished by Design-Builder shall be in a form satisfactory to Owner. The surety

shall be a company qualified and registered to conduct business in the state in which the Project is located.

Article 6

Payment

6.1 Schedule of Values.

6.1.1 Unless required by the Owner upon execution of this Agreement, within ten (10) days of execution of the Agreement, Design-Builder shall submit for Owner's review and approval a schedule of values for all of the Work. The Schedule of Values will (i) subdivide the Work into its respective parts, (ii) include values for all items comprising the Work and (iii) serve as the basis for monthly progress payments made to Design-Builder throughout the Work.

6.1.2 The Owner will timely review and approve the schedule of values so as not to delay the submission of the Design-Builder's first application for payment. The Owner and Design-Builder shall timely resolve any differences so as not to delay the Design-Builder's submission of its first application for payment.

6.2 Monthly Progress Payments.

6.2.1 On or before the date established in the Agreement, Design-Builder shall submit for Owner's review and approval its Application for Payment requesting payment for all Work performed as of the date of the Application for Payment. The Application for Payment shall be accompanied by all supporting documentation required by the Contract Documents and/or established at the meeting required by Section 2.1.4 hereof including copies of all subcontractor pay applications and significant invoices (\$5,000 or more) for material purchases.

6.2.2 The Application for Payment may request payment for equipment and materials not yet incorporated into the Project, provided that (i) Owner is satisfied that the equipment and materials are suitably stored at either the Site or another acceptable location, (ii) the equipment and materials are protected by suitable insurance and (iii) upon payment, Owner will receive the equipment and materials free and clear of all liens and encumbrances.

6.2.3 All discounts offered by Subcontractor, Sub-Subcontractors and suppliers to Design-Builder for early payment shall accrue one hundred percent to Design-Builder to the extent Design-Builder advances payment. Unless Owner advances payment to Design-Builder specifically to receive the discount, Design-Builder may include in its Application for Payment the full undiscounted cost of the item for which payment is sought.

6.2.4 The Application for Payment shall constitute Design-Builder's representation that the Work described herein has been performed consistent with the Contract Documents, has progressed to the point indicated in the Application for Payment, and that title to all Work will pass to Owner free and clear of all claims, liens, encumbrances, and security interests upon the incorporation of the Work into the Project, or upon Design-Builder's receipt of payment, whichever occurs earlier.

6.3 Withholding of Payments.

6.3.1 On or before the date established in the Agreement, Owner shall pay Design-Builder all amounts properly due. If Owner determines that Design-Builder is not entitled to all or part of an Application for Payment as a result of Design-Builder's failure to meet its obligations hereunder, it will notify Design-Builder in writing at least five (5) days prior to the date payment is due. The notice shall indicate the specific amounts Owner intends to withhold, the reasons and contractual basis for the withholding, and the specific measures Design-Builder must take to rectify Owner's concerns. Design-Builder and Owner will attempt to resolve Owner's concerns prior to the date payment is due. If the parties cannot resolve such concerns, Design-Builder may pursue its rights

under the Contract Documents, including those under Article 10 hereof.

6.3.2 Notwithstanding anything to the contrary in the Contract Documents, Owner shall pay Design-Builder all undisputed amounts in an Application for Payment within the times required by the Agreement.

6.4 Right to Stop Work and Interest.

6.4.1 If Owner fails to pay timely Design-Builder any amount that becomes due, Design-Builder, in addition to all other remedies provided in the Contract Documents, may stop Work pursuant to Section 11.3 hereof. All payments due and unpaid shall bear interest at the rate set forth in the Agreement.

6.5 Design-Builder's Payment Obligations.

6.5.1 Design-Builder will pay Design Consultants and Subcontractors, in accordance with its contractual obligations to such parties, all the amounts Design-Builder has received from Owner on account of their work. Design-Builder will impose similar requirements on Design Consultants and Subcontractors to pay those parties with whom they have contracted. Design-Builder will indemnify and defend Owner against any claims for payment and mechanic's liens as set forth in Section 7.3 hereof.

6.6 Substantial Completion.

6.6.1 Design-Builder shall notify Owner when it believes the Work, or to the extent permitted in the Contract Documents, a portion of the Work, is Substantially Complete. Within five (5) days of Owner's receipt of Design-Builder's notice, Owner and Design-Builder will jointly inspect such Work to verify that it is Substantially Complete in accordance with the requirements of the Contract Documents. If such Work is Substantially Complete, Owner shall prepare and issue a Certificate of Substantial Completion that will set forth (i) the date of Substantial Completion of the Work or portion thereof, (ii) the remaining items of Work that have to be completed before final payment, (iii) provisions (to the extent not already provided in the Contract Documents) establishing Owner's and Design-Builder's responsibility for the Project's security, maintenance, utilities and insurance pending final payment, and (iv) an acknowledgment that warranties commence to run on the date of Substantial Completion, except as may otherwise be noted in the Certificate of Substantial Completion.

6.6.2 Upon Substantial Completion of the entire Work or, if applicable, any portion of the Work, Owner shall release to Design-Builder all retained amounts relating, as applicable, to the entire Work or completed portion of the Work, less an amount equal to the reasonable value of all remaining or incomplete items of Work as noted in the Certificate of Substantial Completion.

6.6.3 Owner, at its option, may use a portion of the Work which has been determined to be Substantially Complete, provided, however, that (i) a Certificate of Substantial Completion has been issued for the portion of Work addressing the items set forth in Section 6.6.1 above, (ii) Design-Builder and Owner have obtained the consent of their sureties and insurers, and to the extent applicable, the appropriate government authorities having jurisdiction over the Project, and (iii) Owner and Design-Builder agree that Owner's use or occupancy will not interfere with Design-Builder's completion of the remaining Work.

6.7 Final Payment.

6.7.1 After receipt of a Final Application for Payment from Design-Builder, Owner shall make final payment by the time required in the Agreement, provided that Design-Builder has achieved Final Completion.

6.7.2 At the time of submission of its Final Application for Payment, Design-Builder shall provide

the following information:

6.7.2.1 An affidavit that there are no claims, obligations or liens outstanding or unsatisfied for labor, services, material, equipment, taxes or other items performed, furnished or incurred for or in connection with the Work which will in any way affect Owner's interests;

6.7.2.2 A general release executed by Design-Builder waiving, upon receipt of final payment by Design-Builder, all claims, except those claims previously made in writing to Owner and remaining unsettled at the time of final payment;

6.7.2.3 Consent of Design-Builder's surety, if any, to final payment;

6.7.2.4 All operating manuals, warranties and other deliverables required by the Contract Documents; and

6.7.2.5 Certificates of insurance confirming that required coverages will remain in effect consistent with the requirements of the Contract Documents.

6.7.3 Upon making final payment, Owner waives all claims against Design-Builder except claims relating to (i) Design-Builder's failure to satisfy its payment obligations, if such failure affects Owner's interests, (ii) Design-Builder's failure to complete the Work consistent with the Contract Documents, including defects appearing after Substantial Completion and (iii) the terms of any special warranties required by the Contract Documents.

6.7.4 Deficiencies in the Work discovered after Substantial Completion, whether or not such deficiencies would have been included on the Punch List if discovered earlier, shall be deemed warranty Work. Such deficiencies shall be corrected by Design-Builder under Sections 2.9 and 2.10 herein, and shall not be a reason to withhold final payment from Design-Builder, provided, however, that Owner shall be entitled to withhold from the Final Payment the reasonable value of completion of such deficient work until such work is completed.

Article 7

Indemnification

7.1 Patent and Copyright Infringement.

7.1.1 Design-Builder shall defend any action or proceeding brought against Owner based on any claim that the Work, or any part thereof, or the operation or use of the Work or any part thereof, constitutes infringement of any United States patent or copyright, now or hereafter issued. Owner shall give prompt written notice to Design-Builder of any such action or proceeding and will reasonably provide authority, information and assistance in the defense of same. Design-Builder shall indemnify and hold harmless Owner from and against all damages and costs, including but not limited to attorneys' fees and expenses awarded against Owner or Design-Builder in any such action or proceeding. Design-Builder agrees to keep Owner informed of all developments in the defense of such actions.

7.1.2 If Owner is enjoined from the operation or use of the Work, or any part thereof, as the result of any patent or copyright suit, claim, or proceeding, Design-Builder shall at its sole expense take reasonable steps to procure the right to operate or use the Work. If Design-Builder cannot so procure such right within a reasonable time, Design-Builder shall promptly, at Design-Builder's option and at Design-Builder's expense, (i) modify the Work so as to avoid infringement of any such patent or copyright or (ii) replace said Work with Work that does not infringe or violate any such patent or copyright.

7.1.4 The obligations set forth in this Section 7.1 shall constitute the sole agreement between the parties relating to liability for infringement of violation of any patent or copyright.

7.2 Tax Claim Indemnification.

7.2.1 Tax Exempt. Owner is exempt from federal excise taxes and from State and local sales and use taxes. Owner shall not be liable for the payment of any excise, sales, or use taxes imposed on Design-Builder. A tax exemption certificate will be made available upon Design-Builder's request. Design-Builder shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Design-Builder may wish to have in place in connection with the Agreement.

7.3 Payment Claim Indemnification.

7.3.1 Provided that Owner is not in breach of its contractual obligation to make payments to Design-Builder for the Work, Design-Builder shall indemnify, defend and hold harmless Owner from any claims or mechanic's liens brought against Owner or against the Project as a result of the failure of Design-Builder, or those for whose acts it is responsible, to pay for any services, materials, labor, equipment, taxes or other items or obligations furnished or incurred for or in connection with the Work. Within three (3) days of receiving written notice from Owner that such a claim or mechanic's lien has been filed, Design-Builder shall commence to take the steps necessary to discharge said claim or lien, including, if necessary, the furnishing of a mechanic's lien bond. If Design-Builder fails to do so, Owner will have the right to discharge the claim or lien and hold Design-Builder liable for costs and expenses incurred, including attorneys' fees.

7.4 Design-Builder's General Indemnification.

7.4.1 Design-Builder, to the fullest extent permitted by law, shall indemnify, hold harmless and defend Owner, its officers, directors, and employees from and against claims, losses, damages, liabilities, including attorneys' fees and expenses, for bodily injury, sickness or death, and property damage or destruction (other than to the Work itself) to the extent resulting from the negligent acts or omissions of Design-Builder, Design Consultants, Subcontractors, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable.

7.4.2 If an employee of Design-Builder, Design Consultants, Subcontractors, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable has a claim against Owner, its officers, directors, employees, or agents, Design-Builder's indemnity obligation set forth in Section 7.4.1 above shall not be limited by any limitation on the amount of damages, compensation or benefits payable by or for Design-Builder, Design Consultants, Subcontractors, or other entity under any employee benefit acts, including workers' compensation or disability acts.

Article 8

Time

8.1 Obligation to Achieve the Contract Times.

8.1.1 Design-Builder agrees that it will commence performance of the Work and achieve the Contract Time(s) in accordance with Article 5 of the Agreement.

8.2 Delays to the Work.

8.2.1 If Design-Builder is delayed in the performance of the Work due to acts, omissions,

conditions, events, or circumstances beyond its control, could not reasonably anticipate, and due to no fault of its own or those for whom Design-Builder is responsible, the Contract Time(s) for performance shall be reasonably extended and the Contract Price shall be adjusted by Change Order. By way of example, events that will entitle Design-Builder to an extension of the Contract Time(s) include acts or omissions of Owner or anyone under Owner's control (including separate contractors), changes in the Work, Differing Site Conditions, Hazardous Conditions, and Force Majeure Events including supply chain or labor interruptions resulting from tariffs, pandemics, COVID-19 or other diseases.

Article 9

Changes to the Contract Price and Time

9.1 Change Orders.

9.1.1 A Change Order is a written instrument issued after execution of the Agreement signed by Owner and Design-Builder, stating their agreement upon all of the following:

9.1.1.1 The scope of the change in the Work;

9.1.1.2 The amount of the adjustment to the Contract Price; and

9.1.1.3 The extent of the adjustment to the Contract Time(s).

9.1.2 All changes in the Work authorized by applicable Change Order shall be performed under the applicable conditions of the Contract Documents. Owner and Design-Builder shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for such changes.

9.1.3 If Owner requests a proposal for a change in the Work from Design-Builder and subsequently elects not to proceed with the change, a Change Order shall be issued to reimburse Design-Builder for reasonable costs incurred for estimating services, design services and services involved in the preparation of proposed revisions to the Contract Documents.

9.1.4 Design-Builder uses a Potential Change Item (PCI) process for documenting Owner approval and direction to proceed on requested Change Orders or Construction Change Directives during the course of each month of construction. At the conclusion of each payment cycle, Design-Builder then combines the Owner approved PCI's into a final Change Order for Owner signature and inclusion in that month's pay application.

9.2 Work Change Directives.

9.2.1 A Work Change Directive is a written order prepared and signed by Owner directing a change in the Work prior to agreement on an adjustment in the Contract Price and/or the Contract Time(s).

9.2.2 Owner and Design-Builder shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for the Work Change Directive. Upon reaching an agreement, the parties shall prepare and execute an appropriate Change Order reflecting the terms of the agreement.

9.3 Minor Changes in the Work.

9.3.1 Minor changes in the Work do not involve an adjustment in the Contract Price and/or

Contract Time(s) and do not materially and adversely affect the Work, including the design, quality, performance and workmanship required by the Contract Documents. Design-Builder may make minor changes in the Work consistent with the intent of the Contract Documents, provided, however, that Design-Builder shall promptly inform Owner, in writing, of any such changes and record such changes on the documents maintained by Design-Builder.

9.4 Contract Price Adjustments.

9.4.1 The increase or decrease in Contract Price resulting from a change in the Work shall be determined by one or more of the following methods:

9.4.1.1 Unit prices set forth in the Agreement or as subsequently agreed to between the parties;

9.4.1.2 A mutually accepted lump sum, properly itemized and supported by sufficient substantiating data to permit evaluation by Owner;

9.4.1.3 Costs, fees and any other markups set forth in the Agreement; or

9.4.1.4 If an increase or decrease cannot be agreed to as set forth in items 9.4.1.1 through 9.4.1.3 above and Owner issues a Work Change Directive, the cost of the change of the Work shall be determined by the reasonable expense and savings in the performance of the Work resulting from the change, including a reasonable overhead and profit, as may be set forth in the Agreement.

9.4.2 If unit prices are set forth in the Contract Documents or are subsequently agreed to by the parties, but application of such unit prices will cause substantial inequity to Owner or Design-Builder because of differences in the character or quantity of such unit items as originally contemplated, such unit prices shall be equitably adjusted.

9.4.3 If Owner and Design-Builder disagree upon whether Design-Builder is entitled to be paid for any services required by Owner, or if there are any other disagreements over the scope of Work or proposed changes to the Work, Owner and Design-Builder shall resolve the disagreement pursuant to Article 10 hereof. As part of the negotiation process, Design-Builder shall furnish Owner with a good faith estimate of the costs to perform the disputed services in accordance with Owner's interpretations. If the parties are unable to agree and Owner expects Design-Builder to perform the services in accordance with Owner's interpretations, Design-Builder shall proceed to perform the disputed services, conditioned upon Owner issuing a written order to Design-Builder (i) directing Design-Builder to proceed and (ii) specifying Owner's interpretation of the services that are to be performed. If this occurs, Design-Builder shall be entitled to submit in its Applications for Payment an amount equal to fifty percent (50%) of its reasonable estimated direct cost to perform the services, and Owner agrees to pay such amounts, with the express understanding that (i) such payment by Owner does not prejudice Owner's right to argue that it has no responsibility to pay for such services and (ii) receipt of such payment by Design-Builder does not prejudice Design-Builder's right to seek full payment of the disputed services if Owner's order is deemed to be a change to the Work.

9.5 Emergencies.

9.5.1 In any emergency affecting the safety of persons and/or property, Design-Builder shall act, at its discretion, to prevent threatened damage, injury or loss. Any change in the Contract Price and/or Contract Time(s) on account of emergency work shall be determined as provided in this Article 9.

Article 10

Contract Adjustments and Disputes

10.1 Requests for Contract Adjustments and Relief.

10.1.1 If either Design-Builder or Owner believes that it is entitled to relief against the other for any event arising out of or related to the Work or Project, such party shall provide written notice to the other party of the basis for its claim for relief. Such notice shall, if possible, be made prior to incurring any cost or expense and in accordance with any specific notice requirements contained in applicable sections of these General Conditions of Contract. In the absence of any specific notice requirement, written notice shall be given within a reasonable time, not to exceed twenty-one (21) days, after the occurrence giving rise to the claim for relief or after the claiming party reasonably should have recognized the event or condition giving rise to the request, whichever is later. Such notice shall include sufficient information to advise the other party of the circumstances giving rise to the claim for relief, the specific contractual adjustment or relief requested and the basis of such request.

10.2 Dispute Avoidance and Resolution.

10.2.1 The parties are fully committed to working with each other throughout the Project and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, Design-Builder and Owner each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Work.

10.2.2 Design-Builder and Owner will first attempt to resolve disputes or disagreements at the field level through discussions between Design-Builder's Representative and Owner's Representative which shall conclude within fourteen (14) days of the written notice provided for in Section 10.1.1 unless the Owner and Design-Builder mutually agree otherwise.

10.2.3 If a dispute or disagreement cannot be resolved through Design-Builder's Representative and Owner's Representative, Design-Builder's Senior Representative and Owner's Senior Representative, upon the request of either party, shall meet as soon as conveniently possible, but in no case later than thirty (30) days after such a request is made, to attempt to resolve such dispute or disagreement. Five (5) days prior to any meetings between the Senior Representatives, the parties will exchange relevant information that will assist the parties in resolving their dispute or disagreement.

10.2.4 If after meeting the Senior Representatives determine that the dispute or disagreement cannot be resolved on terms satisfactory to both parties, the parties shall submit within thirty (30) days of the conclusion of the meeting of Senior Representatives the dispute or disagreement to non-binding mediation. The mediation shall be conducted by a mutually agreeable impartial mediator, or if the parties cannot so agree, a mediator designated by the American Arbitration Association ("AAA") pursuant to its Construction Industry Mediation Rules. The mediation will be governed by and conducted pursuant to a mediation agreement negotiated by the parties or, if the parties cannot so agree, by procedures established by the mediator. Unless otherwise mutually agreed by the Owner and Design-Builder and consistent with the mediator's schedule, the mediation shall commence within ninety (90) days of the submission of the dispute to mediation.

10.3 Venue; Attorney Fees. This Agreement shall be governed by the laws of the State of Colorado, and venue shall be in the County of Eagle, State of Colorado. Should this Agreement become the subject of litigation between the Owner and Design-Builder, the prevailing party shall be entitled to recovery of all actual costs in connection therewith, including but not limited to attorneys' fees and expert witness fees. All rights concerning remedies and/or attorneys' fees shall survive any termination of this Agreement.

10.4 Duty to Continue Performance.

10.4.1 Unless provided to the contrary in the Contract Documents, Design-Builder shall continue to perform the Work and Owner shall continue to satisfy its payment obligations to Design-Builder, pending the final resolution of any dispute or disagreement between Design-Builder and Owner.

10.5 CONSEQUENTIAL DAMAGES.

10.5.1 NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY (EXCEPT AS SET FORTH IN SECTION 10.5.2 BELOW), NEITHER DESIGN-BUILDER NOR OWNER SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL LOSSES OR DAMAGES, WHETHER ARISING IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO LOSSES OF USE, PROFITS, BUSINESS, REPUTATION OR FINANCING.

10.5.2 The consequential damages limitation set forth in Section 10.5.1 above is not intended to affect the payment of liquidated damages or lost early completion bonus, if any, set forth in Article 5 of the Agreement, which both parties recognize has been established, in part, to reimburse Owner or reward Design-Builder for some damages that might otherwise be deemed to be consequential.

Article 11

Stop Work and Termination for Cause

11.1 Owner's Right to Stop Work.

11.1.1 Owner may, without cause and for its convenience, order Design-Builder in writing to stop and suspend the Work. Such suspension shall not exceed sixty (60) consecutive days or aggregate more than ninety (90) days during the duration of the Project.

11.1.2 Design-Builder is entitled to seek an adjustment of the Contract Price and/or Contract Time(s) if its cost or time to perform the Work has been adversely impacted by any suspension of stoppage of the Work by Owner.

11.2 Owner's Right to Perform and Terminate for Cause.

11.2.1 If Design-Builder persistently fails to (i) provide a sufficient number of skilled workers, (ii) supply the materials required by the Contract Documents, (iii) comply with applicable Legal Requirements, (iv) timely pay, without cause, Design Consultants or Subcontractors, (v) prosecute the Work with promptness and diligence to ensure that the Work is completed by the Contract Time(s), as such times may be adjusted, or (vi) perform material obligations under the Contract Documents, then Owner, in addition to any other rights and remedies provided in the Contract Documents or by law, shall have the rights set forth in Sections 11.2.2 and 11.2.3 below.

11.2.2 Upon the occurrence of an event set forth in Section 11.2.1 above, Owner may provide written notice to Design-Builder that it intends to terminate the Agreement unless the problem cited is cured, or commenced to be cured, within seven (7) days of Design-Builder's receipt of such notice. If Design-Builder fails to cure, or reasonably commence to cure, such problem, then Owner may give a second written notice to Design-Builder of its intent to terminate within an additional seven (7) day period. If Design-Builder, within such second seven (7) day period, fails to cure, or reasonably commence to cure, such problem, then Owner may declare the Agreement terminated for default by providing written notice to Design-Builder of such declaration.

11.2.3 Upon declaring the Agreement terminated pursuant to Section 11.2.2 above, Owner may

enter upon the premises and take possession, for the purpose of completing the Work, of all materials, equipment, scaffolds, tools, appliances and other items thereon, which have been purchased or provided for the performance of the Work, all of which Design-Builder hereby transfers, assigns and sets over to Owner for such purpose, and to employ any person or persons to complete the Work and provide all of the required labor, services, materials, equipment and other items. In the event of such termination, Design-Builder shall not be entitled to receive any further payments under the Contract Documents until the Work shall be finally completed in accordance with the Contract Documents. At such time, if the unpaid balance of the Contract Price exceeds the cost and expense incurred by Owner in completing the Work, such excess shall be paid by Owner to Design-Builder. Notwithstanding the preceding sentence, if the Agreement establishes a Guaranteed Maximum Price, Design-Builder will only be entitled to be paid for Work performed prior to its default. If Owner's cost and expense of completing the Work exceeds the unpaid balance of the Contract Price, then Design-Builder shall be obligated to pay the difference to Owner. Such costs and expense shall include not only the cost of completing the Work, but also losses, damages, costs and expense, including attorneys' fees and expenses, incurred by Owner in connection with the procurement and defense of claims arising from Design-Builder's default, subject to the waiver of consequential damages set forth in Section 10.5 hereof.

11.2.4 If Owner improperly terminates the Agreement for cause, the termination for cause will be converted to a termination for convenience in accordance with the provisions of Article 8 of the Agreement.

11.3 Design-Builder's Right to Stop Work.

11.3.1 Design-Builder may, in addition to any other rights afforded under the Contract Documents or at law, stop the Work for the following reasons:

11.3.1.1 Owner's failure to provide financial assurances as required under Section 3.3 hereof; or

11.3.1.2 Owner's failure to pay amounts properly due under Design-Builder's Application for Payment.

11.3.2 Should any of the events set forth in Section 11.3.1 above occur, Design-Builder has the right to provide Owner with written notice that Design-Builder will stop the Work unless said event is cured within seven (7) days from Owner's receipt of Design-Builder's notice. If Owner does not cure the problem within such seven (7) day period, Design-Builder may stop the Work. In such case, Design-Builder shall be entitled to make a claim for adjustment to the Contract Price and Contract Time(s) to the extent it has been adversely impacted by such stoppage.

11.4 Design-Builder's Right to Terminate for Cause.

11.4.1 Design-Builder, in addition to any other rights and remedies provided in the Contract Documents or by law, may terminate the Agreement for cause for the following reasons:

11.4.1.1 The Work has been stopped for sixty (60) consecutive days, or more than ninety (90) days during the duration of the Project, because of court order, any government authority having jurisdiction over the Work, or orders by Owner under Section 11.1.1 hereof, provided that such stoppages are not due to the acts or omissions of Design-Builder or anyone for whose acts Design-Builder may be responsible.

11.4.1.2 Owner's failure to provide Design-Builder with any information, permits or approvals that are Owner's responsibility under the Contract Documents which result in the Work being stopped for sixty (60) consecutive days, or more than ninety (90) days during the duration of the Project, even though Owner has not ordered Design-Builder in writing to stop and suspend the Work pursuant to Section 11.1.1 hereof.

11.4.1.3 Owner's failure to cure the problems set forth in Section 11.3.1 above after Design-Builder has stopped the Work.

11.4.2 Upon the occurrence of an event set forth in Section 11.4.1 above, Design-Builder may provide written notice to Owner that it intends to terminate the Agreement unless the problem cited is cured, or commenced to be cured, within seven (7) days of Owner's receipt of such notice. If Owner fails to cure, or reasonably commence to cure, such problem, then Design-Builder may give a second written notice to Owner of its intent to terminate within an additional seven (7) day period. If Owner, within such second seven (7) day period, fails to cure, or reasonably commence to cure, such problem, then Design-Builder may declare the Agreement terminated for default by providing written notice to Owner of such declaration. In such case, Design-Builder shall be entitled to recover in the same manner as if Owner had terminated the Agreement for its convenience under Article 8 of the Agreement.

11.5 Bankruptcy of Owner or Design-Builder.

11.5.1 If either Owner or Design-Builder institutes or has instituted against it a case under the United States Bankruptcy Code (such party being referred to as the "Bankrupt Party"), such event may impair or frustrate the Bankrupt Party's ability to perform its obligations under the Contract Documents. Accordingly, should such event occur:

11.5.1.1 The Bankrupt Party, its trustee or other successor, shall furnish, upon request of the non-Bankrupt Party, adequate assurance of the ability of the Bankrupt Party to perform all future material obligations under the Contract Documents, which assurances shall be provided within ten (10) days after receiving notice of the request; and

11.5.1.2 The Bankrupt Party shall file an appropriate action within the bankruptcy court to seek assumption or rejection of the Agreement within sixty (60) days of the institution of the bankruptcy filing and shall diligently prosecute such action.

If the Bankrupt Party fails to comply with its foregoing obligations, the non-Bankrupt Party shall be entitled to request the bankruptcy court to reject the Agreement, declare the Agreement terminated and pursue any other recourse available to the non-Bankrupt Party under this Article 11.

11.5.2 The rights and remedies under Section 11.5.1 above shall not be deemed to limit the ability of the non-Bankrupt Party to seek any other rights and remedies provided by the Contract Documents or by law, including its ability to seek relief from any automatic stays under the United States Bankruptcy Code or the right of Design-Builder to stop Work under any applicable provision of these General Conditions of Contract.

Article 12

Electronic Data

12.1 Electronic Data.

12.1.1 The parties recognize that Contract Documents, including drawings, specifications and three-dimensional modeling (such as Building Information Models) and other Work Product may be transmitted among Owner, Design-Builder and others in electronic media as an alternative to paper hard copies (collectively "Electronic Data").

12.2 Transmission of Electronic Data.

12.2.1 Owner and Design-Builder shall agree upon the software and the format for the transmission of Electronic Data. Each party shall be responsible for securing the legal rights to

access the agreed-upon format, including, if necessary, obtaining appropriately licensed copies of the applicable software or electronic program to display, interpret and/or generate the Electronic Data.

12.2.2 Neither party makes any representations or warranties to the other with respect to the functionality of the software or computer program associated with the electronic transmission of Work Product. Unless specifically set forth in the Agreement, ownership of the Electronic Data does not include ownership of the software or computer program with which it is associated, transmitted, generated or interpreted.

12.2.3 By transmitting Work Product in electronic form, the transmitting party does not transfer or assign its rights in the Work Product. The rights in the Electronic Data shall be as set forth in Article 4 of the Agreement. Under no circumstances shall the transfer of ownership of Electronic Data be deemed to be a sale by the transmitting party of tangible goods.

12.3 Electronic Data Protocol.

12.3.1 The parties acknowledge that Electronic Data may be altered or corrupted, intentionally or otherwise, due to occurrences beyond their reasonable control or knowledge, including but not limited to compatibility issues with user software, manipulation by the recipient, errors in transcription or transmission, machine error, environmental factors, and operator error. Consequently, the parties understand that there is some level of increased risk in the use of Electronic Data for the communication of design and construction information and, in consideration of this, agree, and shall require their independent contractors, Subcontractors and Design Consultants to agree, to the following protocols, terms and conditions set forth in this Section 12.3.

12.3.2 Electronic Data will be transmitted in the format agreed upon in Section 12.2.1 above, including file conventions and document properties, unless prior arrangements are made in advance in writing.

12.3.3 The Electronic Data represents the information at a particular point in time and is subject to change. Therefore, the parties shall agree upon protocols for notification by the author to the recipient of any changes which may thereafter be made to the Electronic Data, which protocol shall also address the duty, if any, to update such information, data or other information contained in the electronic media if such information changes prior to Final Completion of the Project.

12.3.4 The transmitting party specifically disclaims all warranties, expressed or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose, with respect to the media transmitting the Electronic Data. However, transmission of the Electronic Data via electronic means shall not invalidate or negate any duties pursuant to the applicable standard of care with respect to the creation of the Electronic Data, unless such data is materially changed or altered after it is transmitted to the receiving party, and the transmitting party did not participate in such change or alteration.

Article 13

Miscellaneous

13.1 Confidential Information.

13.1.1 Confidential Information is defined as information which is determined by the transmitting party to be of a confidential or proprietary nature and: (i) the transmitting party identifies as either confidential or proprietary; (ii) the transmitting party takes steps to maintain the confidential or proprietary nature of the information; and (iii) the document is not otherwise available in or considered to be in the public domain. The receiving party agrees to maintain the confidentiality of

the Confidential Information and agrees to use the Confidential Information solely in connection with the Project, except as otherwise required by law or this Agreement..

13.2 Assignment.

13.2.1 Neither Design-Builder nor Owner shall, without the written consent of the other assign, transfer or sublet any portion or part of the Work or the obligations required by the Contract Documents.

13.3 Successorship.

13.3.1 Design-Builder and Owner intend that the provisions of the Contract Documents are binding upon the parties, their employees, agents, heirs, successors and assigns.

13.4 Governing Law.

13.4.1 The Agreement and all Contract Documents shall be governed by the laws of the place of the Project, without giving effect to its conflict of law principles.

13.5 Severability.

13.5.1 If any provision or any part of a provision of the Contract Documents shall be finally determined to be superseded, invalid, illegal, or otherwise unenforceable pursuant to any applicable Legal Requirements, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provision or parts of the provision of the Contract Documents, which shall remain in full force and effect as if the unenforceable provision or part were deleted.

13.6 No Waiver.

13.6.1 The failure of either Design-Builder or Owner to insist, in any one or more instances, on the performance of any of the obligations required by the other under the Contract Documents shall not be construed as a waiver or relinquishment of such obligation or right with respect to future performance.

13.7 Headings.

13.7.1 The headings used in these General Conditions of Contract, or any other Contract Document, are for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.

13.8 Notice.

13.8.1 Whenever the Contract Documents require that notice be provided to the other party, notice will be deemed to have been validly given (i) if delivered in person to the individual intended to receive such notice, (ii) four (4) days after being sent by registered or certified mail, postage prepaid to the address indicated in the Agreement, or (iii) if transmitted by facsimile, by the time stated in a machine generated confirmation that notice was received at the facsimile number of the intended recipient.

13.9 Amendments.

13.9.1 The Contract Documents may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of each party

13.10. Governmental Provisions 13.10.1. Agreement Subject to Appropriation. To the extent this Agreement constitutes a multiple fiscal year debt or financial obligation of the Town, it shall be subject to annual appropriation pursuant to the Town of Basalt Municipal Code and Article X, Section 20 of the Colorado Constitution. The Town shall have no obligation to continue this Agreement in any fiscal year in which no such appropriation is made.

13.10.2. Governmental Immunity Act. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 et seq.

13.10.3. CORA. The parties understand and recognize the application of the Colorado Open Records Act (C.R.S. § 24-72-200 et seq.) ("CORA") to the Agreement. Any disclosure of Confidential Information pursuant to CORA shall not constitute a violation of the Agreement.

13.10.4 Indemnification. To the extent the Agreement contains any obligation by the Town to indemnify Contractor, the Parties agree that the Town cannot provide indemnification under law and any such provision is null and void, and unenforceable.

Design & Engineering: Lot 20 & 21		Consultant	Notes
Architecture	\$ 16,700	caddis	Conceptual Design, SARC Submittal Review, Construction Documents, Permit & Comments.
Structural	\$ 11,589	Sound Structural	Assumes the design requires load changes.
Interior Design	Included above	caddis	
RESCheck	\$ 900	Big Horn	
M&E Design	\$ 7,000	Big Horn	Electrical one-line diagram and complete mechanical drawings.
Landscape	\$ 2,500	Rocky Mnt Custom	
Civil	\$ 5,500	Sopris	Water / Sewer design, grading & drainage plan.
Existing Survey	By Owner	Sopris	Paid for direct by Town of Basalt.
Preconstruction	\$ 7,040	RA Nelson	Assumes (1) competitive pricing round & multiple design meetings.
Building Permit	\$ -	By Owner	
Sub-Total	\$ 51,229		
Contingency	\$ 4,000		Assumes there will be some back and forth with SARC.
Insurance	\$ 922	1.72%	
Design Builder Fee	\$ 4,211	7.50%	Same as Lot 15 & 16.
Total	\$ 60,362		

Exhibit A – Basis of Design Services

Clarifications & Assumptions:

Design and Engineering & Construction Phase:

- Program assumptions: Duplex, crawlspace, wood framed construction with 3 bedroom + loft, 2.5 bathroom, 2 story. The overall square footage will be approximately 1,930 sf on each lot. The same floor plan design at lot 15 & 16 will be used at lot 20 & 21 with minor changes to create different exterior elevations and massing by changing roof configurations, window locations and other elements.
- The design for Lot 20 & 21 will be identical floor plans that will be mirrored.
- RESCheck is included for energy compliance with the goal of a high-performance envelope with dual panel fiberglass windows to meet code requirements.
- The interior finishes will be durable and warm. LVP (luxury vinyl plank) throughout the main level, stairs, upper-level, bathrooms and bathrooms. Paint grade millwork and solid core doors. Laminate flush panel cabinets in the kitchen and bathroom vanities with solid surface countertops. Stainless steel appliances with electric range and vented microwave. Cast shower pans or fiberglass tubs with subway tile surrounds. The goal is to provide an elegant design that is affordable and durable for the end user.
- The landscape design will be simple and efficient, identical to the two lots with some minor variation.
- The mechanical and electrical engineers will provide a complete design for permit with an electrical one-line and gear size. The equipment will be all electric with a heat-pump water heater, ERV, and split-system heat-pump HVAC equipment for heating and cooling.
- RA Nelson will provide preconstruction services to include; conducting periodic design meetings, cost estimating with a GMP at completion of design, value engineering as required, incorporating lessons learned from lots 15 & 16, construction logistics, schedule preparation, assistance with the permit submittal, and oversight of the design-build process. We assume the Owner will pay for the permit fees as these fees are not included in the Design & Engineering Cost budget.
- Civil engineering will include a site grading / drainage plan and a sewer and water service design with details.
- It's assumed that the Town of Basalt will provide the initial site survey.

Design Team:

Design-Builder:

RA Nelson LLC

Architecture & Design:

Caddis Collaborative

Structural Engineer (Caddis consultant):

Sound Structural

MEP Engineer:

Bighorn Consulting Engineers, Inc.

Landscaping Designer:

Rocky Mountain Custom Landscapes

Civil Design:

Sopris Engineering

EXHIBIT B
OWNER / DESIGN-BUILDER
RESPONSIBILITY MATRIX

#	DESIGN-BUILD CONTRACTOR	OWNER	DESCRIPTION
1	X		PRECONSTRUCTION & DESIGN SERVICES
2	X		ARCHITECTURAL DESIGN FEES
3	Included in GMP		ARCHITECTURAL CONTRACT ADMINISTRATION
4	X		CIVIL ENGINEER DESIGN FEES
5	Included in GMP		CIVIL ENGINEER CONTRACT ADMINISTRATION
6	X		STRUCTURAL ENGINEER DESIGN FEES
7	Included in GMP		STRUCTURAL ENGINEER CONTRACT ADMINISTRATION
8	X		MECHANICAL ENGINEER DESIGN FEES
9	Included in GMP		MECHANICAL ENGINEER CONTRACT ADMINISTRATION
10	X		ELECTRICAL ENGINEER DESIGN FEES (ONE-LINE DIAGRAM)
11	Included in GMP		ELECTRICAL ENGINEER CONTRACT ADMINISTRATION
12	X		INTERIOR FINISHES MATERIAL SPECIFICATIONS
13	X		LANDSCAPING DESIGN FEES
14	X		PLAN AND SPEC PRINTING FEES
15		X	OWNER'S REPRESENTATIVE FEES
16		X	SURVEYING FOR PROJECT DESIGN
17		X	SURVEYING & STAKING FOR DRB REVIEW
18		X	TOPOGRAPHICAL MAPPING
19	X		CONSTRUCTION SURVEYING
20		X	RECORDING FEES
21	X		BUILDING AS BUILTS
22		X	CONDOMINIUM MAP / PARTY WALL AGREEMENT
23		X	SOILS INVESTIGATION
24		X	COMPACTION TESTING
25		X	3RD PARTY TESTING
26		X	THIRD PARTY Q.C. INSPECTIONS
27		X	ASBESTOS / HAZARDOUS MATERIALS STUDY
28	X		STORMWATER / EROSION CONTROL MANAGEMENT PLAN
29	N/A		CONSTRUCTION STORMWATER DISCHARGE PERMIT
30	X		ELECTRICAL UTILITIES SERVICE (TRANSFORMER TO BUILDING)
31		X	ELECTRICAL UTILITIES SERVICE CONNECTION FEES
32		X	ELECTRICAL METERS FEE
33		X	ELECTRICAL CONSUMPTION FEES DURING CONSTRUCTION
34		N/A	NATURAL GAS UTILITIES CONSTRUCTION
35		N/A	NATURAL GAS SERVICE CONNECTION FEES
36		N/A	NATURAL GAS METERS
37	X		INTERNET / TELEPHONE UTILITIES CONDUITS/CONSTRUCTION
38		X	INTERNET / TELEPHONE UTILITIES WIRE/SERVICE FEES
39	X		CABLE TV CONDUITS/CONSTRUCTION
40		X	CABLE TV WIRE/SERVICE FEES
41		X	WATER TAP FEES
42		X	WATER TAP INSPECTION FEES
43		X	WATER METER FEES
44		X	WATER CONSUMPTION FEES DURING CONSTRUCTION
45		X	SEWER TAP FEES
46		X	SEWER TAP INSPECTION FEES
47		X	BUILDING DEPT. PLAN CHECK FEES
48		X	BUILDING PERMIT
49		X	FIRE DEPT. PLAN CHECK FEES

50		X	FIRE DEPARTMENT PERMIT
51	X		MECHANICAL PERMIT/PLAN CHECK FEES
52	X		ELECTRICAL PERMIT/PLAN CHECK FEES
53		X	PUD APPROVAL FEE
54		X	IMPACT FEES
55		X	COMPLIANCE DEPOSIT
56	N/A	N/A	LANDSCAPE BOND
57		X	LANDSCAPE MAINTENANCE AFTER ACCEPTANCE
58	X		ROAD CUT BONDS
59	N/A		RIGHT OF WAY PERMITS/FEES
60	X		PERMANENT SIGNAGE
61		X	ADVERTISING
62		X	MARKET STUDY
63		X	MARKETING BROCHURES
64		X	MARKETING PHOTOGRAPHY
65		X	APPRAISAL FEES
66		X	BOND FEES (FINANCING BONDS)
67		X	CONSTRUCTION LOAN COMMITMENT FEE
68		X	CONSTRUCTION LOAN INTEREST
69		X	MORTGAGE BROKER FEE
70		X	TITLE INSURANCE/CLOSING COSTS
71		X	OWNER'S FURNISHINGS / FF&E
72		X	FF&E INSTALLATION
73		X	OWNER CONTINGENCY

EXHIBIT C - SCHEDULE OF VALUES FOR DESIGN SERVICES

Cost Code	Description	Amount
017-1060	General Liability Insurance	\$ 922
017-1080	Design Consultants-Architect	\$ 32,289
017-1081	Design Consultants-MEP	\$ 7,900
017-1082	Design Consultants-Landscape	\$ 2,500
017-1083	Design Consultant -Civil	\$ 5,500
017-1090	Preconstruction Services	\$ 7,040
019-2100	Design Builders Fee	<u>\$ 4,211</u>
	Total	\$ 60,362

EXHIBIT D - LABOR RATES

RA Nelson LLC (Design-Builder)

Title	Hourly Rate
Director of Preconstruction	\$160
Preconstruction Manager	\$120
Estimator	\$105
Senior Project Manager	\$160
Project Manager	\$110
Superintendent	\$105
Project Coordinator	\$70
Assistant Superintendent	\$95
Foreman	\$80
Carpenter	\$70
Skilled Laborer	\$60

Caddis Collaborative (Architect)

Title	Hourly Rate
Principal Architect	\$195
Senior Architect	\$185
Architect	\$165
Architectural Associate III	\$145
Architectural Associate II	\$130
Architectural Associate I	\$115
Intern	\$95
Administrative	\$105

Bighorn Engineering (MEP Engineer)

Title	Hourly Rate
Principal	\$175
Expert Witness	\$220
Senior Engineer	\$155
Design Engineer	\$110
Drafting	\$85
Administrative	\$75

Sound Engineering (Structural Engineer)

Title	Hourly Rate
Principal (Joe O'Malley)	\$165

Rocky Mnt Custom Landscape (Landscape Designer)

Title	Hourly Rate
Landscape Designer	\$195

Exhibit E - Design Schedule



Stott's Mill

Preliminary Design Schedule - Townhouse 2

7.1.2025

		2025																			
		Jul				Aug				Sep				Oct				Nov			
Month		1				2				3				4				5			
Design Phase Tasks																					
Project Start-Up + Contract Finalization																					
Concept Design																					
100% Concept Submittal + Client Review/SARC Submittal																					
ROM Pricing Exercise + Budget Update																					
SARC Review																					
Design Development																					
100% DD Submittal + Client Review/Approval																					
100% DD Pricing Exercise + Budget Update																					
Construction Documents																					
Building Permit Submission & Review																					
Groundbreaking/Construction & Contract Administration																					

**TOWN OF BASALT
Council Action**

Item Number: 7B

Date: July 8, 2025

Thru: Michelle Bonfils Thibeault, AICP Planning Director

From: Carlton Henry, Planner II

SUBJECT: Resolution No. 29 (Series of 2025) seeks to enter the Town of Basalt into an Agreement for Professional Services with GMSHAY Architects. The Town desires that the Contractor perform consulting service as an independent contractor, in accordance with the provisions of the attached Agreement for design guidelines in the historic commercial district of Midland Avenue, for a sum not to exceed \$36,160.

RECOMMENDATION: Staff recommends approving Resolution No. 29, Series of 2025, to approve an Agreement for Professional Services between the Town of Basalt and GMSHAY Architects.

DETAILS: At the Town Council meeting on May 27th, 2025, Basalt Town Council rejected a motion to approve a contract between the Town of Basalt and GMSHAY Architects to establish design guidelines along Midland Avenue and in the Residential Hill District. At the request of the Council, GMSHAY and Town Staff have renegotiated the proposed contract and scope of work to exclude the Residential Hill District and focus on the Midland Avenue Business District. 2025 is a milestone in the revitalization of Midland Avenue with the substantial completion of the Midland Avenue Streetscape project. To further enhance and protect the historic district along Midland Avenue as well as pursue the 2020 Master Plan goals to "Continue to administer current regulations protecting landmarked commercial buildings and consider additional policies for the preservation of historic structures and places," Staff recommends the establishment and future adoption of design guidelines for the Midland Avenue historic district. Staff and GMSHAY Architects are prepared to provide additional information as requested by Town Council.

PROPOSED MOTION: "Mayor, I move that the Town Council approve Resolution No. 29, Series of 2025 to approve an Agreement for Professional Services related to creation of Design Guidelines for the Midland Avenue Business District."

RELATED TOWN STATUTE AND OR TOWN ACTIONS: The 2020 Basalt Master Plan identifies the following community goals related to the project: G.1 PEOPLE & COMMUNITY CHARACTER: 1.I. Continue to administer current regulations protecting landmarked commercial buildings and consider additional policies for the preservation of historic structures and places; 1.J Work to conserve Basalt's agricultural, railroad and mining history by preserving references to that history that still exist in the landscape and in various structures and places within the Town and the surrounding area; G.4 AUTHENTIC PLACES & DESTINATIONS: 4.I. Emphasize Old Town as a distinctive place with architectural design, signage and branding that embraces its river-side location, history and heritage; 4.J. Ensure urban design of buildings including scale, size and intensity of activities occurring within them reflect their surrounding character; G.7 WORKPLACES, WORKERS & ECONOMY: 7.N. Support existing local business and small-town business character and encourage local ownership of business properties and facilities.

ATTACHMENTS: A) Resolution No. 29 Series of 2025; B) Agreement for Professional Services

**RESOLUTION OF THE TOWN COUNCIL OF BASALT, COLORADO, APPROVING A
PROFESSIONAL SERVICES AGREEMENT WITH GMSHAY FOR DESIGN
GUIDELINES FOR THE MIDLAND AVENUE BUSINESS DISTRICT**

**Town of Basalt
Resolution No. 29
Series of 2025**

RECITALS

- A. The Town of Basalt wishes to establish design guidelines for the Midland Avenue Business District (the “Services”).
- B. The Town issued a request for proposals and received three (3) proposals. Town Staff interviewed two of the respondents and recommends that the Town Council enter into an agreement with GMSHAY Architecture and Urban Design to provide the services of establishing design guidelines.
- C. Staff has identified that there are sufficient funds in 2025 Town budget for the Services.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Basalt, Colorado as follows:

- 1. Recitals. The foregoing recitals are incorporated herein as findings of Town Council.
- 2. Professional Services. The Town Council hereby approves Agreement for Professional Services with Contractor to provide the Services in substantially the same form as set forth in **Exhibit A**, as determined to be satisfactory to the Town Attorney, and authorizes the Town Manager to execute the same. The Town Council further authorizes the Town Manager to direct Contractor in the performance of the Services, and ratifies and approves all actions taken by the Town to date with respect to the procurement and performance of the Services.

READ AND ADOPTED on July __, 2025, by a vote of __ to __.

TOWN OF BASALT, COLORADO

By: _____
David Knight, Mayor

ATTEST

By: _____
Pamela K. Schilling, Town Clerk

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT ("Agreement") is made and entered into as of the date of the last signature hereto ("Effective Date"), by and between the TOWN OF BASALT, COLORADO, a Colorado home-rule municipality (the "Town"), and GMSHAY Architects ("Contractor").

WHEREAS, the Town desires that Contractor perform the services of design and planning services to create design guidelines for the Midland Avenue Business District and for the Town of Basalt as an independent contractor, in accordance with the provisions of this Agreement, and more fully described in the Statement of Qualifications attached as **Exhibit A**; and

WHEREAS, Contractor desires to perform such duties pursuant to the terms and conditions provided for in this Agreement; and

WHEREAS, the parties hereto desire to set forth certain understandings regarding the services in writing.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. Services. The Town agrees to retain Contractor to provide the services set forth herein, and as further specified in **Exhibit A**, attached hereto and incorporated herein by reference ("Services"), and Contractor agrees to so serve. Contractor warrants and represents that it has the requisite authority, capacity, experience, and expertise to perform the Services in compliance with the provisions of this Agreement and all applicable laws and agrees to perform the Services on the terms and conditions set forth herein. The Town reserves the right to omit any of the Services identified in **Exhibit A** upon written notice to Contractor and request additional, as-needed services consistent with the Services identified in **Exhibit A**. In the event of any conflict between this Agreement and **Exhibit A**, the provisions of this Agreement shall prevail.

2. Compensation. Subject to annual appropriation, the Town agrees to pay Contractor for the Services in accordance with the Schedule of Standard Hourly Rates in **Exhibit A**; however, the total amount shall not exceed a sum of \$36,160. The Town shall make payment within thirty (30) days of receipt and approval of invoices submitted by Contractor, which invoices shall be submitted to the Town not more frequently than monthly and which shall identify the specific Services performed for which payment is requested.

3. Term. Unless extended by written agreement of the parties, the Term of this Agreement shall be from the Effective Date until the Services are completed or 364 days after the Effective Date, whichever is sooner.

4. Outside Support Services and Sub-Contractor. Any sub-Contractors shall be pre-approved by the Town. A rate sheet for such sub-Contractors shall be provided to the Town.

5. Ownership of Instruments of Service. The Town acknowledges the Contractor's work product, including electronic files, as instruments of professional service. Nevertheless, the final work product prepared under this Agreement shall become the property of the Town upon

completion of the services and payment in full of all monies due to the Contractor.

6. The Town's Obligations/Confidentiality. The Town shall provide Contractor with reports and such other data/information as may be available to the Town and reasonably required by Contractor to perform hereunder and Contractor is entitled to rely on that information. No project information shall be disclosed by Contractor to third parties without prior written consent of the Town or pursuant to a lawful court order directing disclosure. All documents provided by the Town to Contractor shall be returned to the Town at termination of this Agreement. Contractor is authorized by the Town to retain copies of such data and materials at Contractor expense during the term of this Agreement.

7. Monitoring and Evaluation. The Town reserves the right to monitor and evaluate the progress and performance of Contractor to ensure that the terms of this Agreement are being satisfactorily met in accordance with the Town's and other applicable monitoring and evaluating criteria and standards. Contractor shall cooperate with the Town relating to such monitoring and evaluation.

8. Independent Contractor. The parties agree that the Contractor shall be an independent contractor and shall not be an employee, agent, or servant of the Town. **Contractor is not entitled to workers' compensation benefits from the Town and is obligated to pay federal and state income tax on any money earned pursuant to this Agreement.**

9. Insurance Requirements. Unless waived in writing by the Town, Contractor shall maintain the following insurance:

- a. Comprehensive General Liability Insurance. Contractor shall procure and keep in force during the duration of this Agreement a policy of comprehensive general liability insurance insuring Contractor and naming the Town as an additional insured against any liability for personal injury, bodily injury, or death arising out of the performance of the Services with at least One Million Dollars (\$1,000,000) each occurrence. The limits of said insurance shall not, however, limit the liability of Contractor hereunder.
- b. Comprehensive Automobile Liability Insurance. Contractor shall procure and keep in force during the duration of this Agreement a policy of comprehensive automobile liability insurance insuring Contractor and naming the Town as an additional insured against any liability for personal injury, bodily injury, or death arising out of the use of motor vehicles and covering operations on or off the site of all motor vehicles controlled by Contractor which are used in connection with the Project, whether the motor vehicles are owned, non-owned, or hired, with a combined single limit of at least One Million Dollars (\$1,000,000). The limits of said insurance shall not, however, limit the liability of Contractor hereunder.
- c. Terms of Insurance.
 - (i) Insurance required by this Agreement shall be with companies qualified to do business in the State of Colorado with a general policyholder's financial rating of not less than A+3A as set forth in the most current edition of "Best's

Insurance Reports” and may provide for deductible amounts as Contractor deems reasonable for the Services. No such policies shall be cancelable or subject to reduction in coverage limits or other modification except after thirty (30) days prior written notice to the Town. Contractor shall identify whether the type of coverage is “occurrence” or “claims made.” If the type of coverage is “claims made,” which at renewal Contractor changes to “occurrence,” Contractor shall carry a six (6)-month tail. Contractor shall not do or permit to be done anything that shall invalidate the policies.

- (ii) The policies described in subparagraphs a. and b. above shall be for the mutual and joint benefit and protection of Contractor and the Town. Such policies shall provide that the Town, although named as an additional insured, shall nevertheless be entitled to recovery under said policies for any loss occasioned to it, its officers, employees, and agents by reason of negligence of Contractor, its officers, employees, agents, subcontractors, or business invitees. Such policies shall be written as primary policies not contributing to and not in excess of coverage the Town may carry.
- d. Workers’ Compensation and Other Insurance. During the term of this Agreement, Contractor shall procure and keep in force workers’ compensation insurance and all other insurance required by any applicable law. If under Colorado law Contractor is not required to carry workers’ compensation insurance, Contractor shall provide the Town an executed Certificate of Exemption From Statutory Workers’ Compensation Law and Acknowledgment of Risk/Hold Harmless Agreement, which shall be attached hereto as **Exhibit B** and incorporated herein by reference.
- e. Evidence of Coverage. Before commencing work under this Agreement, Contractor shall furnish to the Town certificates of insurance policies evidencing insurance coverage required by this Agreement. Contractor understands and agrees that the Town shall not be obligated under this Agreement until Contractor furnishes such certificates of insurance.
- f. Subcontracts. Contractor agrees to include the insurance requirements set forth in this Agreement in all subcontracts. The Town shall hold Contractor responsible in the event any subcontractor fails to have insurance meeting the requirements set forth in this Agreement. The Town reserves the right to approve variations in the insurance requirements applicable to subcontractors upon joint written request of subcontractor and Contractor if, in the Town’s opinion, such variations do not substantially affect the Town’s interests.

10. Indemnification. Contractor hereby covenants and agrees to indemnify, save, hold harmless, and defend the Town, its officers, employees, and agents from any and all liability, loss, costs, charges, obligations, expenses, attorney’s fees, litigation, judgments, damages, claims, and demands of any kind whatsoever arising from or out of any negligent act or omission or other tortious conduct of Contractor, its officers, employees, agents, or subcontractors in the performance or nonperformance of its obligations under this Agreement.

11. Termination.

a. Not for Cause.

- (i) The Town may terminate this Agreement without cause if it determines that such termination is in the Town's best interest. The Town shall effect such termination by giving written notice of termination to Contractor, specifying the effective date of termination, at least thirty (30) calendar days prior to the effective date of termination. In the event of such termination by the Town, the Town shall be liable to pay Contractor for Services performed as of the effective date of termination, if any, but shall not be liable to Contractor for anticipated profits. Contractor shall not perform any additional Services following receipt of the notice of termination unless otherwise instructed in writing by the Town.
- (ii) Contractor may terminate this Agreement without cause if it determines that such termination is in Contractor's best interest. Contractor shall effect such termination by giving written notice of termination to the Town, specifying the effective date of termination, at least sixty (60) calendar days prior to the effective date of termination.

- b. For Cause. If, through any cause, Contractor fails to fulfill its obligations under this Agreement in a timely and proper manner, violates any provision of this Agreement, or violates any applicable law, and does not commence correction of such nonperformance or violation within seven (7) calendar days of receipt of written notice and diligently complete the correction thereafter, the Town shall have the right to terminate this Agreement for cause immediately upon written notice of termination to Contractor. In the event of such termination by the Town, the Town shall be liable to pay Contractor for Services performed as of the effective date of termination, but shall not be liable to Contractor for anticipated profits. Contractor shall not perform any additional Services following receipt of the notice of termination. Notwithstanding the above, Contractor shall not be relieved of liability to the Town for any damages sustained by the Town by virtue of any breach of this Agreement, and the Town may withhold payment to Contractor for the purposes of setoff until such time as the exact amount of damages due to the Town from Contractor is determined.

12. Use of Software and other Intellectual Property. Contractor hereby represents and warrants that it has obtained all necessary rights and licenses to use any software or other intellectual property that may be required by Contractor to perform the Services. Contractor hereby agrees to indemnify, hold harmless and defend Town against any claim brought against Town for improper use or infringement upon any software or intellectual property interest.

13. Agreement Subject to Appropriation. To the extent this Agreement constitutes a multiple fiscal year debt or financial obligation of the Town, it shall be subject to annual appropriation pursuant to the Town of Basalt Municipal Code and Article X, Section 20 of the Colorado Constitution. The Town shall have no obligation to continue this Agreement in any fiscal year in which no such appropriation is made.

14. Compliance with C.R.S. § 24-91-103.6. To the extent this Agreement constitutes a public works contract, as defined C.R.S. § 24-91-103.5(b), the Town has appropriated money equal to or in excess of the contract amount set forth herein. Contract modification, as defined in C.R.S. § 24-101-301(10), or other form of modification or directive by the Town requiring additional compensable Services to be performed, which work causes the aggregate amount payable under this Agreement to exceed the amount appropriated for the original Services, are prohibited unless the Contractor is given written assurance by the Town that lawful appropriations to cover the costs of the additional Services have been made and the appropriations are available prior to performance of the additional Services or unless such Services are covered under a remedy-granting provision in this Agreement. For such additional Services, the Town shall reimburse the Contractor for the Contractor's costs not more frequently than once every thirty (30) days for all additional directed Services performed until an amendment to the Agreement contract modification is finalized; however, in no instance shall reimbursement be required before Contractor has submitted an estimate of cost to the Town for the additional compensable Services to be performed.

15. Responsibilities. Contractor shall be responsible for all damages to persons or property caused by the Contractor, its agents, employees or sub-Contractors, to the extent caused by its negligent acts, errors and omissions hereunder, and shall indemnify and hold harmless the Town from any claims or actions brought against Contractor by reason thereof.

16. Entire Agreement. This Agreement, along with any addendums and attachments hereto, constitutes the entire agreement between the parties. The provisions of this Agreement may be amended at any time by the mutual consent of both parties. The parties shall not be bound by any other agreements, either written or oral, except as set forth in this Agreement.

17. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and venue shall be in the County of Eagle, State of Colorado.

18. Governmental Immunity Act. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 *et seq.*

19. Assignability. Contractor shall not assign this Agreement without the Town's prior written consent.

20. Binding Effect. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, personal representatives, successors, and assigns.

21. Survival Clause. The "Indemnification" provision set forth in this Agreement shall survive the completion of the Services and the satisfaction, expiration, or termination of this Agreement.

22. Severability. In the event a court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

23. Headings. Paragraph headings used in this Agreement are for convenience of reference and shall in no way control or affect the meaning or interpretation of any provision of this Agreement.

24. Notices. Written notices required under this Agreement and all other correspondence between the parties shall be directed to the following and shall be deemed received when hand-delivered or three (3) days after being sent by certified mail, return receipt requested:

If to the Town:	Town Manager 101 Midland Avenue Basalt, CO 81621
With a copy to:	Jeffrey J. Conklin Karp Neu Hanlon, P.C. 201 14 th Street, Suite 200 P.O. Drawer 2030 Glenwood Springs, CO 81602
If to Contractor:	Jessica Moeslein GMSHAY Architects 3000 Lawrence Street, #107 Denver, CO 80205

25. Authority. Each person signing this Agreement, and any addendums or attachments hereto, represents and warrants that said person is fully authorized to enter into and execute this Agreement and to bind the party it represents to the terms and conditions hereof.

26. Attorneys' Fees. Should this Agreement become the subject of litigation between the Town and Contractor, the prevailing party shall be entitled to recovery of all actual costs in connection therewith, including but not limited to attorneys' fees and expert witness fees. All rights concerning remedies and/or attorneys' fees shall survive any termination of this Agreement.

~ Signature Pages Follow ~

IN WITNESS WHEREOF, the parties have entered this Agreement as of the Effective Date.

TOWN OF BASALT, COLORADO

By: _____

Title: _____

Date: _____

ATTEST:

Town Clerk

CONTRACTOR:

By: _____

Title: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing Agreement was acknowledged before me this ____ day of _____, 2025 by _____.

Witness my hand and official seal.

Notary Public

EXHIBIT A
SCOPE OF SERVICES

Town of Basalt Midland Avenue Business District Design Guidelines (Revised)

In Response to Request for Proposals for The Town of Basalt Midland Avenue Business
District Planning Services - Revised June 18, 2025

Basalt, Colorado



Table of Contents

“It has been a pleasure working with GMSHAY over these many years and I look forward to future involvement and collaboration. **Their professionalism, excellent communication, and creative approach** to our many projects has allowed us to offer a **first class educational and sports experience** for the Savannah community and all who visit our **modern, beautiful campus.**”

- **Fr. Frank Ziemkiewicz,**
Headmaster of Benedictine Military School

Table of Contents	3
Letter of Intent	5
SECTION 1 INTRODUCTION	
About GMSHAY	9
GMSHAY Team	13
SECTION 2 QUALIFICATIONS AND EXPERIENCE	
Cay Creek Commons	21
Fairgrounds	23
Curio Hotel	25
River Street	27
916 MLK	29
SECTION 3 APPROACH TO PROJECT	
Scope of Work - Our Approach and Methodology	33
SECTION 4 REFERENCES	
Contact List	35
SECTION 5 SCHEDULE AND FEE PROPOSAL	
Schedule	38
Fee	39

Letter of Intent

June 18, 2025

James Lindt, AICP
Assistant Planning Director
Town of Basalt
101 Midland Avenue
Basalt, CO 81621

Dear Mr. Lindt and Esteemed Members of The Town of Basalt Planning Team,

On behalf of **GMSHAY architecture + urban design**, thank you for the opportunity to resubmit our proposal for the Town of Basalt’s Request for Proposals—now focused solely on the Midland Avenue Business District Design Guidelines. We remain honored to be considered and are enthusiastic about the opportunity to collaborate with the Town to help shape a vibrant and enduring future for this important commercial corridor.

As the prime consultant, GMSHAY will lead all aspects of the project—including community outreach, public engagement, analysis, planning, and the development and organization of the design guideline package. Jessica Moeslein, a licensed Architect in the State of Colorado and a passionate urbanist based in downtown Denver, will serve as Project Lead. Her dedication to crafting walkable, beautiful, and connected places will guide our approach—celebrating Basalt’s unique charm while supporting thoughtful growth and placemaking along Midland Avenue.

With nearly 70 years of experience working in the Historic District of Downtown Savannah, GMSHAY brings a deep understanding of the context, history, and detail that shape great small towns. This background informs our work and positions us well to support the Town of Basalt in developing design guidelines that elevate local character, economic vitality, and community identity.

We recognize the distinct qualities that define a mountain town in the Roaring Fork Valley, with sensitivity to context and community, we will bring care and creativity to this process—ensuring Midland Avenue continues to evolve in ways that serve both residents and visitors.

Our nimble, talented team is fully committed to delivering comprehensive, thoughtful design guidelines that lay a strong foundation for Basalt’s future—a future that fosters community, supports tourism, and enhances everyday life. We’re grateful for the Town’s confidence in selecting GMSHAY and look forward to the opportunity to move ahead—pending City Council approval—as a dedicated partner in bringing this project to life.

Sincerely,



Jessica Moeslein, AIA, NCARB
Director of GMSHAY Colorado, Architect
jmoeslein@gmshay.com



Patrick Shay, AIA, LEED AP
President + Senior Principal, GMSHAY Savannah
pshay@gmshay.com



Winter 2024 Design Charrette

Section 1:

Introduction



Denver Office

3000 Lawrence Street, #107
Denver, CO 80202
(720) 910-2345

About Us

GMSHAY is a full-service architecture and urban design firm, deeply rooted in Georgia since its establishment in 1956. Over the past 69 years, our dedicated team has garnered acclaim for our steadfast commitment to delivering comprehensive solutions that cover every aspect of a project's life cycle.

GMSHAY expanded its reach in 2023 by opening a Denver office, building on decades of success in Savannah. With Jessica Moeslein, a Denver local, leading the charge, the firm is deeply committed to both the Colorado and Savannah regions, bringing design excellence and community-focused leadership to each. Our firm offers architectural, interior, and urban design services “in-house.” All other services are provided by sub-consultants.

Despite being 1,600 miles apart, **our two offices function as a cohesive unit.** Through daily video calls, the Denver office collaborates closely with the Savannah office, and vice versa. With half of our team consisting of licensed architects and the other half well on their way, we embody a balance of experience and fresh perspectives, ensuring the highest quality of service for our clients.

Insurance and Claims

The firm maintains Commercial General Liability Insurance, Automobile Insurance, Worker's Compensation, as well as Employers Professional Liability Insurance. The policy is provided by Acord, and can be verified with Policy Number 20 SBA TU2571SA Certificate.

GMSHAY has earned a reputation for experiencing little to no change orders to the design contract. Typically, during the Construction Phase, any change orders arise from owner-initiated requests. GMSHAY affirms that it is not presently a party to any legal proceedings or litigation.



Savannah Office

1719A Abercorn Street
Savannah, GA 31401
(912) 232-1151



We are Relentless.

At GMSHAY, we are relentless in our pursuit of success, driven by an **unwavering commitment to our clients.** Our long-standing relationships with institutions like Savannah State University, Benedictine Military School, and North Point Hospitality reflect our dedication to building lasting partnerships. Our team will excel at delivering the Design Guidelines, within budget, and in alignment with every goal outlined in the RFP. With a sharp focus on quality and precision, we ensure each project meets and exceeds expectations, consistently reflecting our **dedication to excellence** at every stage.

We Are a ‘Boots on the Ground’ Team.

With our new venture in Denver and a long-standing legacy of thoughtful design, GMSHAY is deeply committed to strengthening Colorado communities—and we are genuinely excited about the opportunity to build a lasting relationship with the Town of Basalt. We're just a phone call, text, or quick drive down I-70 away. Our team is **hands-on, and ready to get to work.** Unlike our larger, national competitors, we provide highly **personalized support and remain actively involved from the start to the completion.** Whether leading a design charrette with community stakeholders or evaluating conditions on-site, we are there every step of the way. We're a true “boots on the ground” team, **fully invested in your goals.**

We Design Places People Love.

At GMSHAY, we don't just design buildings—we deliver community. Through thoughtful urban design and meaningful engagement, **we contribute to cities that people are proud to call home and excited to explore.** We are committed to designing at a human scale—where buildings engage the street, support vibrant public life, and feel welcoming and accessible. Our work promotes walkability, mixed-use environments, and the kind of **urban character that fosters strong connections** between people and place. Every space we design contributes to the beauty and charm of its locale, enhancing the identity and spirit of the community it serves.



GMSHAY Has Shaped The Historic District of Savannah, Georgia

Since our founding in 1956, GMSHAY has played an integral role in shaping Savannah’s built environment, particularly within the city’s iconic Historic District. Our firm has left a lasting imprint on some of Savannah’s most beloved and visited areas—from the revitalization of River Street and City Market to the adaptive reuse of historic railroad sheds that now house the Savannah Visitors’ Center. These efforts reflect our deep-rooted commitment to preserving the spirit of Savannah while thoughtfully guiding its evolution.

Savannah is one of the oldest planned cities in the United States, with a visionary grid layout and a Historic District known for its remarkable 18th and 19th-century architecture. In the 1970s, our very own Bob Gunn and Eric Meyerhoff helped draft the **Savannah Downtown Historic District Design Standards** as founding board members, shaping a preservation model that’s referenced **nationwide**.

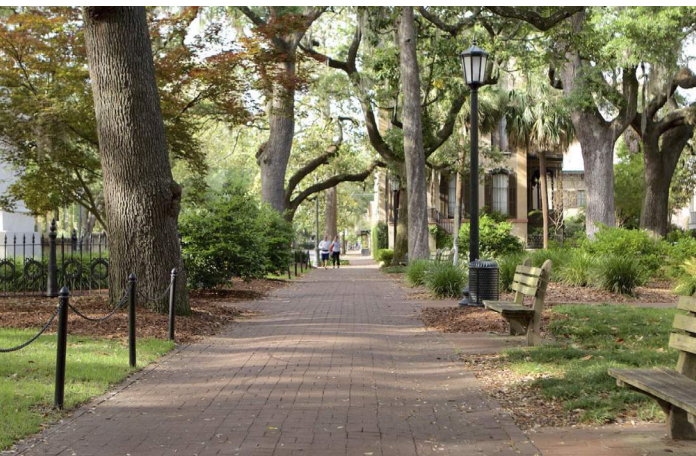
At GMSHAY, we are deeply familiar with the **nuances** of these standards—from appropriate **window proportions** and building scale to **materials and signage** that reinforce a **community’s historic character**. This expertise positions us uniquely to assist the Town of Basalt in developing thoughtful, locally tailored Design Standards for the Midland Avenue Business District. We understand what makes a community feel “charming,” and we’re confident in our ability to recommend effective updates to the Municipal Code, including Design Overlay language that ensures future growth respects the past.

The Legacy and Future of Gunn Meyerhoff Shay

Founded in 1956 by Bob Gunn and Eric Meyerhoff, Gunn & Meyerhoff transformed Savannah’s landscape with iconic landmarks like the Savannah Riverfront, River Street, and Rousakis Plaza. They revitalized abandoned areas, turning the Northwest Quadrant into City Market and historic railroad sheds into the Savannah Visitors’ Center and History Museum, **laying the groundwork for urban design and preservation**.

In 1995, Patrick Shay joined Gunn & Meyerhoff, forming Gunn Meyerhoff Shay Architects. Re-branded as GMSHAY in 2018, the firm became a leader in Savannah’s hospitality industry with projects such as The Alida Hotel and the Savannah Cultural Arts Center. GMSHAY also achieved Georgia’s first LEED Platinum hotel with the AC Hotel and South Georgia’s first LEED Platinum certification for Georgia Power.

In 2023, Patrick Shay and Jessica Moeslein expanded GMSHAY by opening a Colorado office. Combining Pat’s expertise with Jessica’s **vision and leadership**, they have broadened GMSHAY’s impact, shaping the Colorado and Savannah markets alike.



GMSHAY Team



Jessica Moeslein, AIA, NCARB

Email: jmoesleing@gmshay.com
Office Phone: (720) 910-2345
Cell Phone: (443) 718-1001

As the project leader, Jessica Moeslein will serve as the **primary point** of contact throughout the life of the project, **ensuring clear and consistent communication** between the GMSHAY team and the Town of Basalt. Jessica will take the lead in coordinating with the Planning & Zoning Commission and managing all aspects of public engagement. Her role includes facilitating open, inclusive conversations with the community and stakeholders to ensure that the project is responsive to the town’s vision, values, and goals.

Internally, Jessica will guide the GMSHAY team through every phase of the project, providing **daily design direction** and **maintaining momentum to keep the process on track**. She will lead all key research efforts in collaboration with the town’s archives and historical resources to ensure the design guidelines reflect a deep understanding of Basalt’s unique context. Jessica will also be responsible for assembling and overseeing any additional expertise required to meet the project’s evolving needs, keeping the schedule and process organized, proactive, and responsive.



Jessica Moeslein, AIA, NCARB
Prime/Architect of Record



Town of Basalt
Owner/Client



Jessica Moeslein, AIA, NCARB
Director / Project Architect

Jessica initially joined the GMSHAY team in Savannah while pursuing her Master of Architecture at the Savannah College of Art and Design. Her initial experiences in the charming Coastal Empire laid the foundation for her passion for weaving together urban design and architecture.

Upon transitioning to Colorado, Jessica immersed herself in the housing sector as an architect with KTGy. She played a pivotal role in various multifamily and affordable housing developments, leading the production of several communities across Colorado. Her contributions extended to projects for prominent clients such as Reylenn Properties, Toll Brothers Apartment Living, BMC Investments, Endeavor Real Estate Group, and Sares Regis Group.

Today, as leader of GMSHAY’s Colorado studio, Jessica blends her expertise from both Savannah and Colorado landscapes. She is dedicated to community empowerment through urban infill, placemaking, and the concept of the “third place.” Drawing inspiration from Savannah’s historic city planning as a case study, she aims to adapt successful urban interventions in Colorado, fostering vibrant, inclusive spaces without imposing on the natural landscape.

Jessica’s multifaceted experiences and commitment to sustainable, community-centric design make her a driving force in shaping inspiring and harmonious built environments.



Education

Master of Architecture
The Savannah College of Art and Design

Bachelor of Arts in Architecture
Miami University

Selected Project Experience

- Benedictine Military School Football Facilities
Savannah, Georgia
- Benedictine Military School Master Plan
Savannah, Georgia
- Halfdays Flagship Retail
Denver, Colorado
- The Madison at Copperleaf Apartments
Aurora, Colorado
- The Plaza Fitzsimons
Aurora, Colorado
- Solana Beeler Park Apartments
Denver, Colorado
- Angeline Luxury Apartments
Littleton, Colorado
- Hilton Hotel | River Street East Master Plan
Savannah, Georgia
- Curio Hotel | River Street East Master Plan
Savannah, Georgia
- 916 MLK Affordable Housing
Savannah, Georgia



Patrick Shay, AIA, LEED AP
President / Senior Principal

Patrick Shay is an educator, artist, entrepreneur, and has served as an elected public servant. But first and foremost, Pat is an architect. For the past 45 years, Pat has studied cities, landscape, and architecture and applied his education to the making of places for people to enjoy and excel. Most of his work has been focused on Savannah and her unforgettable Historic District. In fact, Pat has designed more large scale buildings in Savannah’s National Historic Landmark District than any other architect. He believes this is a great privilege and has used this experience to bring Savannah’s lessons to communities across the United States.

As CEO and Principal of GMSHAY, Patrick has built a professional practice that fully employs both the most sophisticated design technology and a diverse team of top-notch creative talent. With projects ranging in size from small renovations to over \$50 million in construction cost, they bring the same energy and enthusiasm to all.

Pat has left an indelible mark on Savannah’s landscape as Architect of Record for iconic spaces like River Street East, the Alida Hotel, and the adjoining Montgomery Street stairway. His portfolio showcases his commitment to energy efficiency, exemplified by the AC Hotel, poised to become Savannah’s inaugural certified LEED Platinum hotel.

When Pat is away from his drafting board, he enjoys traveling, family time, and whipping around town on his Vespa.



Education

Master of Architecture
Clemson University

Bachelor of Environmental Design
The University of Pennsylvania

Selected Project Experience

- Benedictine Military School Master Plan
Savannah, Georgia
- Fairgrounds Master Plan
Savannah, Georgia
- Fairgrounds Master Plan
Savannah, Georgia
- Oglethorpe Branch Concept LOPL
Savannah, Georgia
- Rincon Branch LOPL
Savannah, Georgia
- Savannah Cultural Arts Center
Savannah, Georgia
- Dr. Martha Fay Public Health Center, LEED
Savannah, Georgia
- AC Hotel Savannah Riverfront, LEED
Savannah, Georgia
- Georgia Power Regional Headquarters, LEED
Savannah, Georgia
- Cay Creek Master Plan
Savannah, Georgia



Meredith Stone
Project Manager

Meredith Stone is deeply committed to community building and empowerment, channeling her passion into coordinating projects using cutting-edge BIM technology throughout various design phases. At GMSHAY, her diverse project involvement spans urban planning, mixed-use housing, historic preservation, civic, and educational initiatives. Meredith’s particular expertise lies in managing mixed-use apartments, and she takes great pleasure in navigating the intricacies of the construction phase.

Meredith’s proficiency in project management and adept client interface skills position her as a valuable asset to the team. She excels in understanding and addressing client needs, collaborating seamlessly with design and construction teams to deliver thoughtful solutions. Meredith’s overarching mission is to contribute to the creation of inclusive buildings that cater to the diverse needs of all users.

Drawing from her background in real estate sales and property management, Meredith brings a unique perspective to residential project design. Beyond her design work, Meredith actively engages in community initiatives. She was appointed to the Housing Savannah Task Force, serves on the Chatham County Zoning Board of Appeals, and received recognition from the Historic Savannah Foundation as a “Top Woman in Preservation.” These accolades underscore her commitment to community involvement and the preservation of historic spaces.



Education

Master of Architecture
Hampton University

Selected Project Experience

Savannah Cultural Arts Center
Savannah, Georgia

Chatham City Apartments
Garden City, Georgia

The Sabal House Hotel & President’s Quarters
Savannah, Georgia

Leadership and Involvements

Creative Coast
Board Member

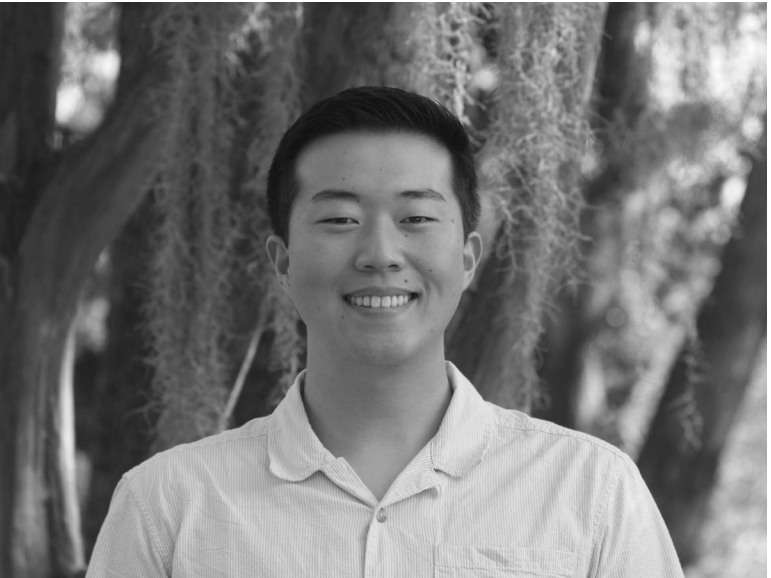
Chatham County Zoning Board of Appeals
Vice Chairman

Friends of City Hall
Board Member

Housing Savannah Task Force
Appointed Member

Savannah Sustainability Council
Appointed Member

ULI Savannah
Member



Ben Cho
Design Associate

Ben is the newest addition to the GMSHAY team, bringing a dynamic combination of creativity, determination, and strong design skills. A Colorado native from Golden, Ben seamlessly blends his Rocky Mountain roots with the creative expertise he developed while attending the Savannah College of Art and Design (SCAD) in Savannah, Georgia. His unique perspective and dedication make him a valuable asset to GMSHAY, perfectly complementing the firm’s vision and mission.

Currently a first-year Master of Architecture student and Dean’s Fellow at SCAD, Ben graduated Summa Cum Laude in 2024 with a BFA in Architecture and a minor in Architectural History.

Ben’s leadership experience further reflect his commitment to the architectural field. As President and Treasurer of SCAD’s American Institute of Architecture Students (AIAS) Chapter, he fostered collaboration and promoted professional growth among his peers. He was also a member of the National Organization of Minority Architecture Students (NOMAS), where he supported initiatives advancing equity and inclusion in the architecture industry.

A recipient of the 2024-2025 Architecture Foundation of Georgia (AFGA) Scholarship, Ben is recognized for his academic excellence and dedication. His passion for creating sustainable, community-focused spaces and his collaborative spirit make him an integral part of the GMSHAY team.



Education

Master of Architecture (In Progress)
The Savannah College of Art and Design

Bachelor of Fine Arts in Architecture
The Savannah College of Art and Design

Selected Project Experience

Rocky Mountain Medical Office
Lakewood, Colorado

Halfdays Flagship Retail
Denver, Colorado

916 MLK Boulevard Affordable Housing
Savannah, Georgia

Leadership and Awards

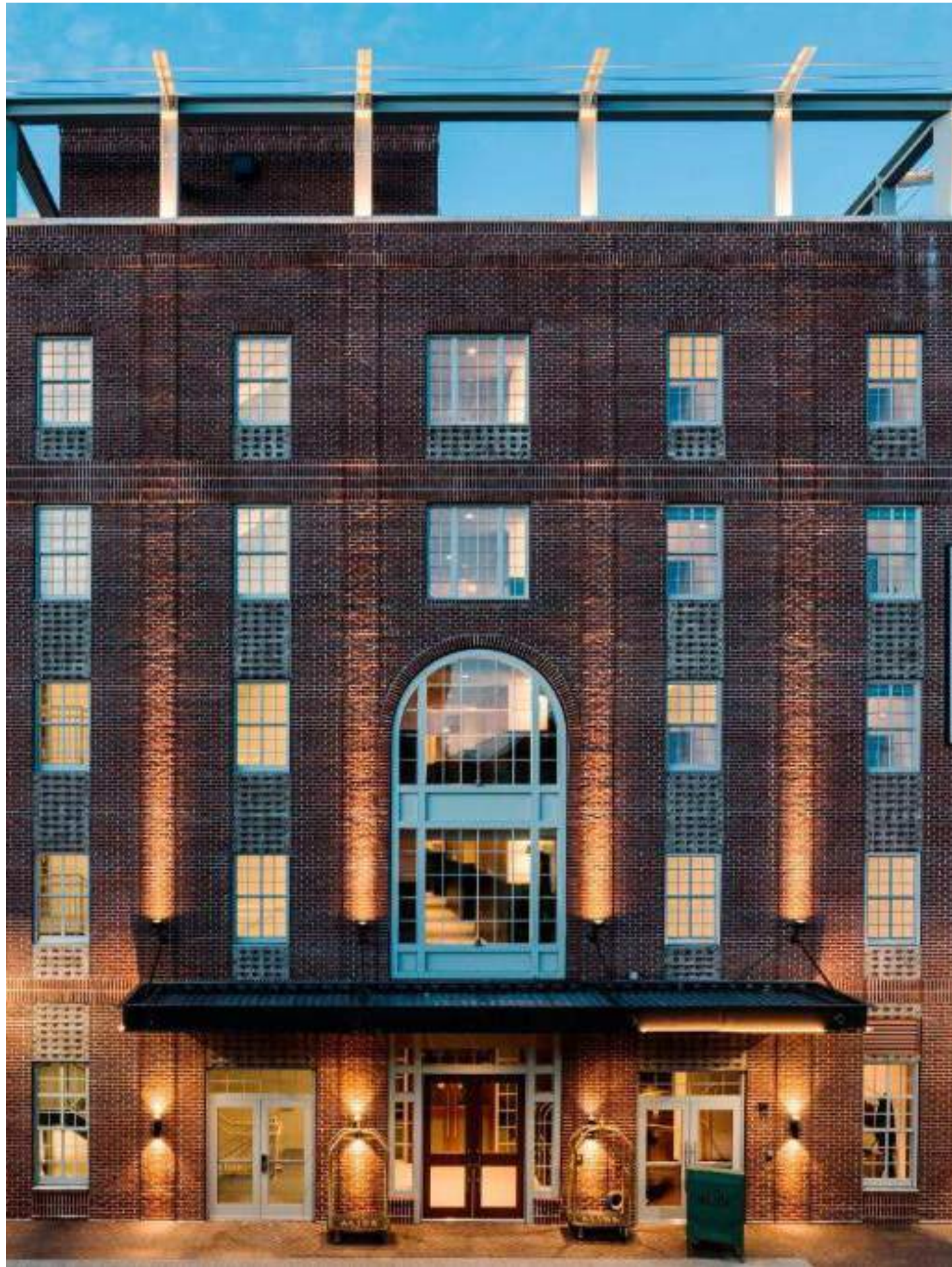
AIA Georgia Design Award Recipient
2025

SCAD Master of Architecture Dean’s Fellowship
2024-Present

AIA Architecture Foundation of Georgia
(AFGA) Scholarship Recipient
2024-25 Academic Year

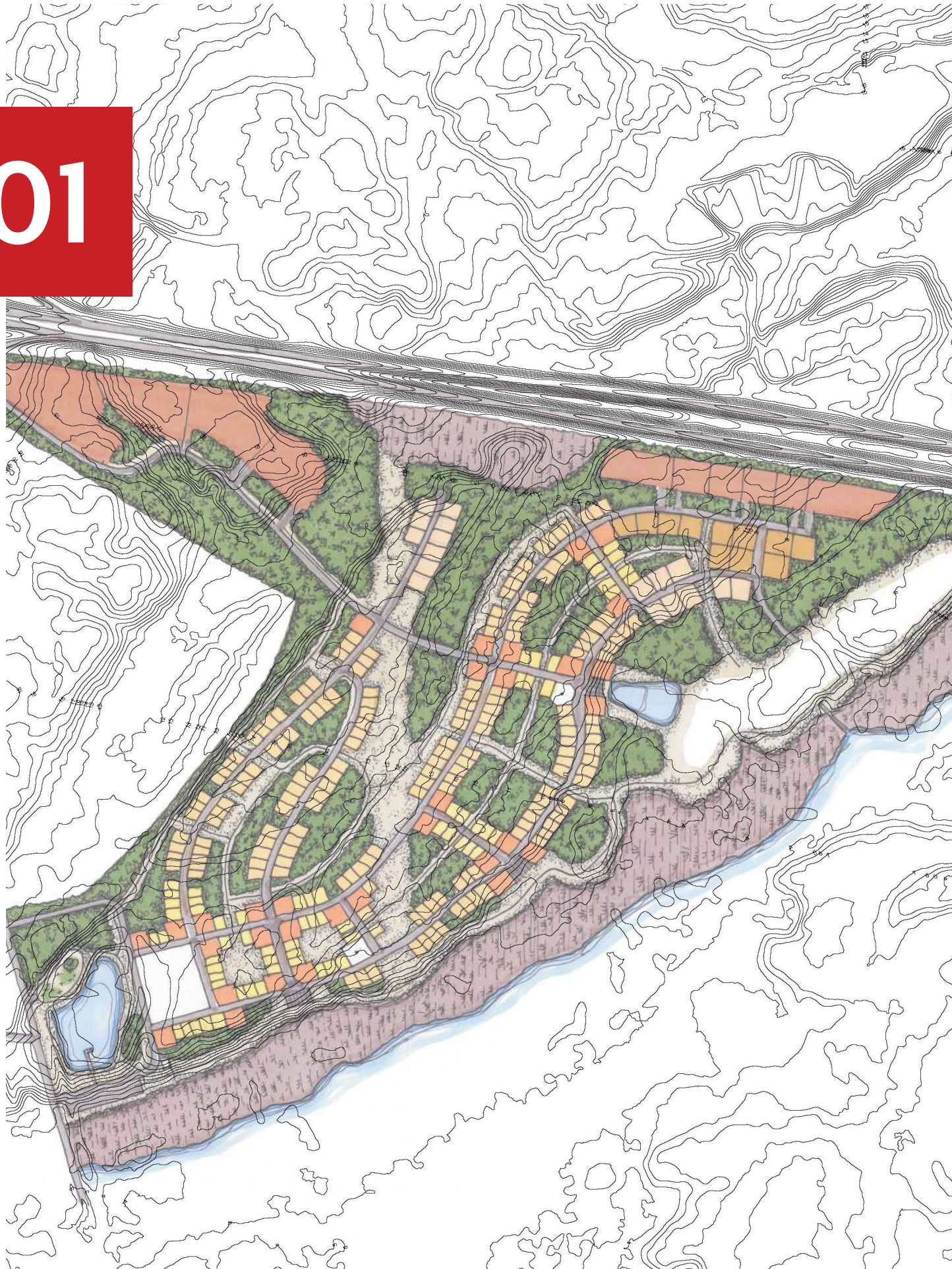
Summa Cum Laude, Savannah College of Art
and Design (SCAD)
4.0 GPA, Class of 2024

American Institute of Architecture Students
(AIAS) SCAD Chapter President
2023-2024



Section 2:

Qualifications and Experience



Cay Creek Commons

Savannah, Georgia

PROJECT FEATURES

Role: Planner and Design Guidelines Author

Type: Master Plan

Completion Date: 2020

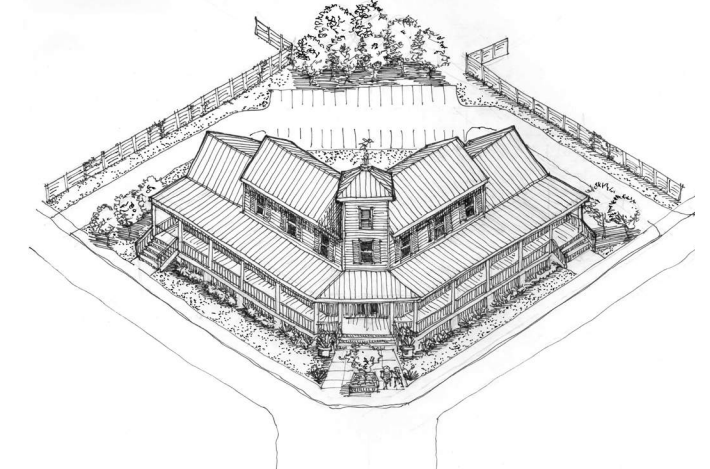
DESCRIPTION

GMSHAY successfully rezoned a 567-acre tract for residential, mixed-use, and light industrial uses, guided by a **deeply collaborative public engagement strategy**. Our team led a series of community listening sessions that brought together neighborhood residents, community partners, local officials, home builders, and the Liberty County Planning Commission. These conversations shaped the vision for the development and informed every step of the planning process, ultimately leading to successful public hearings and rezoning approval.

Central to the project's success was the development of a **form-based code** rooted in the area's architectural history and vernacular building traditions. This code provided a framework to ensure that new development would respect and enhance the existing character of the community, rather than impose a generic or disconnected aesthetic. GMSHAY conducted extensive research to align these guidelines with **sustainability principles**, incorporating solar energy, natural wetland management, and beekeeping into the master plan. A public land trust was also created to preserve long-term affordability and protect against gentrification.

One of the standout prototypes developed under the form-based code re-imagined the traditional bachelor house—a modest, historically significant rural form. GMSHAY's design, with a rear addition and accessory dwelling unit (ADU), demonstrated how **traditional forms can adapt to modern needs**, including multi-generational living, flexible rental options, and aging in place.

To ensure transparency and public input, GMSHAY also developed and managed an interactive website where residents could access project information, provide feedback, and participate in surveys throughout the planning process.





Fairgrounds

Savannah, Georgia

PROJECT FEATURES

Role: Public Engagement Facilitator, Master Planning, and Design Guidelines Author

Type: Master Plan

Completion Date: 2020

DESCRIPTION

GMSHAY led the master planning and design of a 74-acre redevelopment in Savannah, strategically located at the intersection of two African-American legacy neighborhoods and the former Chatham City Fairgrounds. The plan honored local cultural history while introducing opportunities for economic mobility, creative enterprise, and intergenerational living.

The redevelopment featured a mix of affordable housing, a film studio, sports complex, preserved green space, and a public park. In collaboration with Corgan, GMSHAY designed a walkable, multi-generational neighborhood centered around a Creative Campus, connected by a pedestrian promenade to the Recreation Complex, fostering mobility and interaction.

Central to the master plan were **design guidelines that ensured buildings adhered to the human-scale and promoted an inclusive environment**. Buildings were limited to 2–3 stories to preserve the neighborhood's character and support walkability. Front porches were emphasized as **vital social spaces**, creating soft thresholds that encouraged casual interaction, passive surveillance, and community cohesion.

GMSHAY's **extensive community outreach** included public meetings and media, ensuring local voices were integral to the process and building broad support for the plan. This outreach also laid the foundation for a LIHTC application for 300+ senior units. The Chatham City Fairgrounds redevelopment stands as a model for **inclusive urban regeneration, blending cultural preservation, economic opportunity, and thoughtful design**.





Curio Hotel

Savannah, Georgia

PROJECT FEATURES

Role: Architect of Record
Type: Boutique Hotel
Size: 45,000 SF
Budget: TBD
Completion Date: Estimated 2027

DESCRIPTION

The River Street East development will redefine Savannah's eastern gateway to River Street, featuring four signature hotels, a parking garage, dining, retail, and enhancements to the historic river walk. A centerpiece is the Curio Collection by Hilton, a luxury boutique hotel with 72 rooms. Guests will enjoy a full-service spa, a restaurant offering locally inspired cuisine, and a rooftop pool, bar, and gardens with panoramic views of the Savannah River. The hotel's design is divided into three sections, **creating the illusion of a two-story structure while housing four occupiable stories**, ensuring it complements the scale and architectural style of Savannah's Historic District.

As part of Hilton's prestigious Curio Collection, the hotel combines **contemporary elegance** with **Savannah's historic charm**, offering an immersive experience for both visitors and locals. The Curio Hotel shares a public plaza with a neighboring full-service Hilton, fostering a dynamic connection to the vibrant atmosphere of River Street. Direct access to the river walk allows guests to explore Savannah's best shops, dining, and cultural landmarks just steps away. The development also includes retail and dining options showcasing local talent and Southern flavors.

In addition to luxury accommodations, the development features lush green spaces and pedestrian-friendly pathways, enhancing both relaxation and exploration. It is designed to **seamlessly integrate with the surrounding landscape**, providing an inviting and accessible space for all. With its prime location and blend of modern luxury, cultural immersion, and Southern charm, the Curio Hotel offers an ideal destination for those seeking an upscale experience in the heart of Savannah.





River Street

Savannah, Georgia

PROJECT FEATURES

Role: Urban Designer / Master Planner
Type: Urban Design
Completion Date: 1977

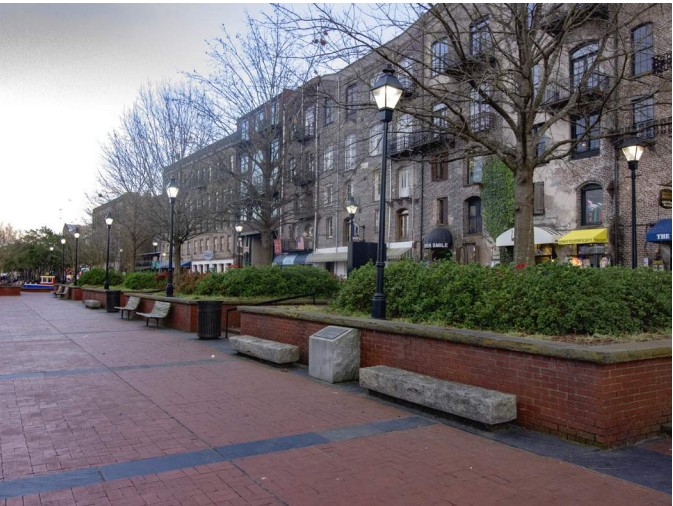
DESCRIPTION

For millions of visitors, Savannah's River Street feels timeless—its Belgian block paving, shaded benches beneath grand oak trees, and mile-long Riverwalk seem part of the city's charm. But this beloved destination was once decaying wharves and muddy streets. The transformation into one of Savannah's most iconic landmarks began with the vision of architects Bob Gunn and Eric Meyerhoff. In the 1970s, they convinced Mayor John Rousakis to forgo plans for a parking lot and instead create a vibrant public space with stunning views of the Savannah River.

The River Street revitalization laid the foundation for Savannah's rise as a premier historic tourism destination, now drawing over 14 million visitors annually. Gunn & Meyerhoff (now GMSHAY) not only sparked River Street's rebirth but also played a key role in its continued evolution. Our firm has designed many renowned restaurants and inns, and in recent years, we've anchored the district with hotels at its eastern and western edges. We've also enhanced accessibility with public elevators and monumental stairways connecting the bluff of Bay Street to the riverfront, ensuring the space remains open for all.

As part of our ongoing commitment to River Street's vitality, **GMSHAY has laid the framework for future development along this iconic corridor and its surrounding areas.** We've emphasized strategic urban planning that prioritizes connectivity, sustainable growth, and the preservation of the area's historic charm. Through thoughtful design, we've created a seamless integration of modern infrastructure with River Street's timeless appeal, setting the stage for continued growth and urban regeneration that enhances both the local community and the visitor experience.

For nearly 70 years, our firm has shaped Savannah's architectural landscape, with our influence most evident on River Street—a place where history, community, and vision converge.





916 MLK

Savannah, Georgia

PROJECT FEATURES

Role: Architect of Record

Type: Mixed-Use Affordable Housing and Community Center

Size: 25,000 SF

Budget: \$5 Million

Completion Date: Estimated 2026

DESCRIPTION

Located in Savannah's historic Victorian District, the proposed development addresses the growing need for affordable housing with 16 high-quality 2-bedroom apartments, designed to accommodate small families and couples facing displacement due to rising rental costs. The site, **once home to the historic Savannah Pharmacy** building demolished in 2019, now symbolizes renewal. In addition to the apartments, the mixed-use design includes small retail units on the ground level, along with essential services like laundry and bathroom facilities for non-renters, ensuring that the development supports the community holistically.

Even though this is an affordable housing project, GMSHAY worked tirelessly to ensure that the design honors the **architectural integrity of the surrounding Victorian District**. The building seamlessly integrates with its historic context by incorporating key design elements such as **double-hung windows, brickwork at the street level, and storefront-style windows that invite pedestrians in**. This thoughtful approach creates a dynamic indoor-outdoor experience that encourages interaction with the street, blending the building's function as both residential and commercial space while maintaining the area's historic charm.

As the Architect of Record, GMSHAY collaborated with the Community Housing Services Agency (CHSA) and CHSA Development, Inc. to bring this project to life through a **private-public partnership**. The 25,000 square-foot development, with an estimated \$5 million construction budget, is currently under construction and is expected to be completed in late 2026.





Section 3:

Approach to Project



Designing for Vitality: A Framework for Midland Ave Business District

The transformation of Midland Avenue is not just about infrastructure—it’s about creating a place where Basalt’s **small businesses can flourish** and the **community can come together**. Rooted in the Town’s 2020 Master Plan and its community goals—G.1 People & Community Character, G.4 Authentic Places & Destinations, and G.7 Workplaces, Workers, & Economy—this project presents a vital opportunity to revitalize aging infrastructure while re-imagining how people move through, interact with, and invest in the heart of downtown. Upcoming improvements—such as widened sidewalks, enhanced ADA accessibility, natural landscaping, public art, and seating—will help shape a vibrant, multi-modal corridor that bridges the historic downtown and the newly renovated Basalt River Park.

Our design guidelines for the Midland Avenue Business District will **elevate this transformation** by focusing on key urban design elements that align with the Master Plan’s vision. From tree lawn requirements to the encouragement of public-private interfaces like outdoor seating for cafés, our approach promotes a streetscape that **supports daily life, fosters community interaction**, and **stimulates economic vitality**. Guidelines will champion new construction that prioritizes street-level storefront engagement, human-scale design, and architectural continuity—creating a welcoming, walkable environment where local businesses can thrive. Additionally, recommendations for revitalizing existing buildings through **cohesive exterior updates**—such as paint colors, signage, materials, and lighting—will reinforce a pedestrian-friendly character. Our ultimate goal is to establish a strong, **adaptable framework** that celebrates Basalt’s identity, supports entrepreneurship, and reinforces Midland Avenue as a dynamic, authentic, and resilient main street.



Our Mission Through Engagement: A Community-Driven Process

Meaningful public engagement is rooted in **active listening** and **genuine collaboration**. For the Town of Basalt, we are committed to creating opportunities for residents, business owners, and stakeholders to share their priorities, concerns, and ideas. Our goal is to ensure the design guidelines **reflect the values and vision of the community**. We understand that Basalt’s residents deeply appreciate the town’s distinctive sense of place and enduring appeal, and we aim to preserve and enhance the qualities they value most.

Our team has had great success **facilitating interactive community engagement** through visual tagging and voting exercises. These graphic-based tools allow participants to express what they want to see more of—or less of—in their town, providing clear and intuitive feedback. By using these methods, we can identify trends and desires that help guide the development of design guidelines. To ensure inclusivity, we are also able to offer digital surveys for those unable to attend in person. We are dedicated to creating an **open and accessible process** that **welcomes diverse perspectives**, ensuring that all voices are considered.

We look forward to working closely with the Planning and Zoning Commission, Town of Basalt Planning Staff, and presenting our findings and recommendations to Town Council. Engaging with a community so deeply grounded in its identity is a privilege, and we are honored to help guide this important process. Our aim is to create a collaborative environment where everyone’s voice is heard, ensuring the final design guidelines reflect a shared vision for Basalt’s future. We believe that the successful implementation of these guidelines will **strengthen the town’s sense of place** and foster a **vibrant, connected community** for years to come.

Section 4:

References

“GMSHAY tackled one of the most difficult challenges imaginable when our iconic historic building, Walter B. Hill Hall, was nearly destroyed by a fire twenty years ago... They were able to see it authentically restored and made into our flagship for university administration... They were **very responsive** working with our leadership team, **delivering the results we were looking to achieve.**”

- **Randall Lowery,**
Director of Facilities, Savannah State University

Marty Johnston

Deputy Assistant to the Mayor
City of Savannah
Savannah, GA

Email: MJohnston01@Savannahga.Gov
Phone: (912) 651-6444
Project: Savannah Cultural Arts Center
Completed: 2017

Marty can speak to the firm's overall dedication to fostering strong relationships with local municipalities and our deep commitment to community engagement and impact.

Bernida Chapman

Vice President
Catamount Constructors
Denver, CO

Email: bernida.chapman@catamountinc.com
Phone: (303) 520-2053
Project: Copperleaf Apartments
Completed: 2024

Bernida and Jessica worked together on the Copperleaf Apartments when Bernida was at BMC Investments and Jessica was at KTGy.

Ariana Ferwerda

CEO & Co-Founder
Halfdays
Denver, CO

Email: ariana@halfdays.com
Phone: (231) 736-3485
Project: Halfdays Denver Flagship
Completed: 2024

Jason Smith

Vice President of Development
Reylenn Properties
Denver, CO

Email: jasons@reylenn.com
Phone: (303) 880-7040
Project: Solana Beeler Park
Completed: 2024

Jason and Jessica worked together on Solana Beeler Park when Jessica was an architect at KTGy.

Fr. Frank Ziemkiewicz

Headmaster
Benedictine Military School
Savannah, GA

Email: frank.ziemkiewicz@bcsav.net
Phone: (912) 644-7000
Project: Various projects over 25 years, most recently completed was Master Plan Phase III
Completed: 2024

While Fr. Frank can speak to the firm's overall capabilities, he and Jessica worked closely together on the design and construction of the state-of-the-art football facilities and concessions, completed in 2019.

Tori Schultz

Senior Development Manager
Highside Companies
Denver, CO

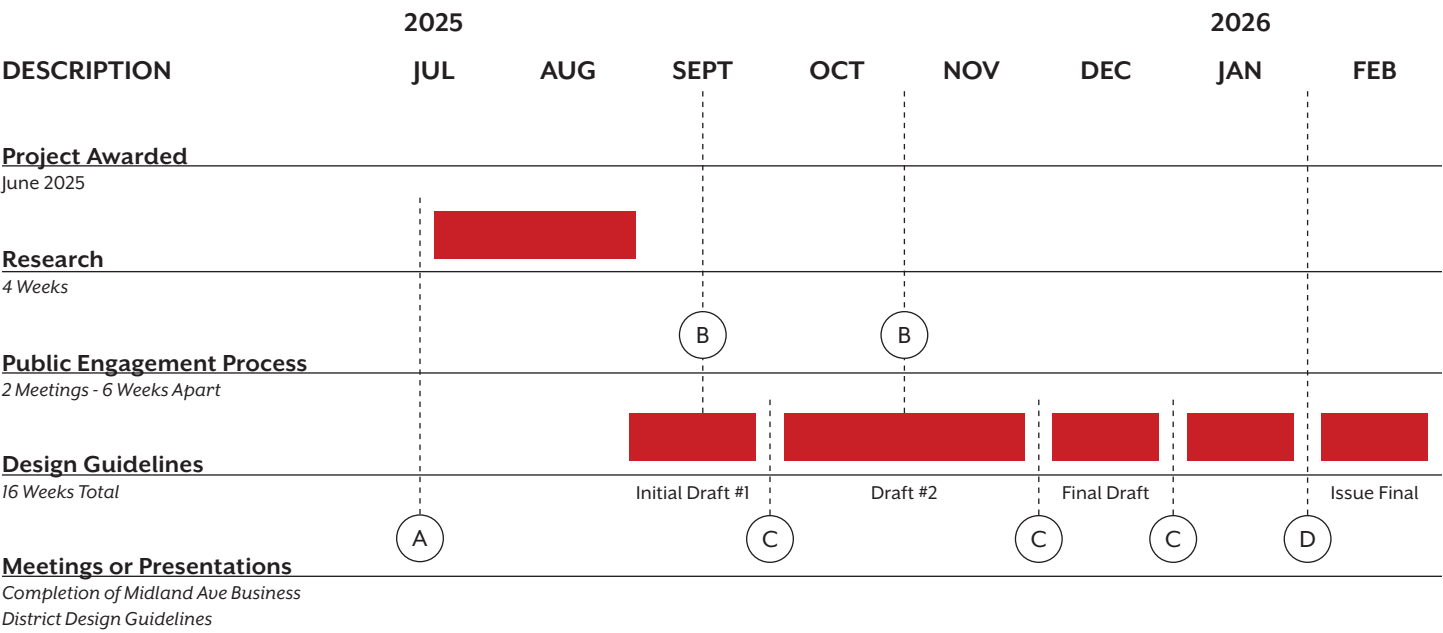
Email: schultz@highsidecompanies.com
Phone: (720) 480-6651
Project: Copperleaf Apartments
Completed: 2024



Section 5:

Fee Proposal and Schedule

Fee Proposal and Schedule



Task 1: Research, Site Study, and Archive Inventory

Conduct an asset inventory and field study, as needed, to document and analyze the existing conditions. This will include collecting and compiling relevant materials through collaboration with the Basalt Heritage Society and the Town of Basalt to build a comprehensive inventory of the district's historic and architectural assets.

Task 2: Public Engagement Process

GMSHAY will lead a comprehensive community outreach and public engagement process designed to gather meaningful input from local residents, business owners, and key stakeholders. Engagement activities will include charrette-style workshops, interactive sketching sessions, visual preference voting, and surveys—each tailored to encourage participation and capture a broad range of perspectives. GMSHAY will prepare all necessary materials to ensure the process is accessible, inclusive, and productive, fostering community ownership and aligning the design guidelines with the vision and values of the Town of Basalt.

Task 3: Design Guidelines

The deliverables will include a written analysis and executive summary identifying key character-defining features of the Downtown Business District, along with a brief district history and an overview of Basalt's historic preservation ordinance. The design guidelines will address appropriate treatments for alterations, additions, and new construction, including but not limited to window proportions, materiality, and architectural features such as storefronts and canopies. The final product will consist of one standalone Design Guidelines package that complements the Basalt Municipal Code, offering a flexible framework for future development.

Task	Description	Estimated Timeframe	Fee
Task 1	Research, Site Study, and Archival Inventory	4 Weeks	\$5,340
Task 2	Public Engagement	3-4 Public Meetings	\$3,520
Task 3	Design Guidelines	12 Weeks	\$23,760
Reimbursable Expenses			
Travel Expenses		Not To Exceed \$2,000	
Printing Expenses		Not To Exceed \$1,540	
Total Fee		\$36,160	

Travel-related expenses will be billed as reimbursables and may include fuel costs, lodging, parking, and meals associated with site visits, community meetings, and other project-related travel. All travel expenses will be reasonable, directly related to the project, and documented with receipts. Lodging will be modest and appropriate, if necessary.

Costs associated with printing materials for the public engagement process—such as presentation boards, flyers, surveys, signage, handouts, and other visual aids—will be billed as reimbursables. These materials will be produced in a professional, accessible format to support clear communication with the community. All printing expenses will be project-related, reasonable, and supported by receipts.

GMSHAY Hourly Rates	Fee
Design Associate	\$145
Project Manager	\$165
Project Architect	\$200
Principal	\$240

Hourly rates provided above are valid for the duration of the solicitation award.

CONSTRUCTION DOCUMENTS

Our firm utilizes cutting-edge software to deliver thorough and well-executed construction documents. Leveraging AI, we document meetings for transparent communication with clients, contractors, and the design team. Proficient in hand drawings for conceptual design, we transition to SketchUp and AutoCAD for Schematic Design, followed by Autodesk Construction Cloud for Revit BIM software from Design Development to Construction. This streamlined approach fosters efficient collaboration and enhances overall project outcomes.

ASSESSMENTS AND AS-BUILT DRAWINGS

For over 50 years, our firm has excelled in conducting comprehensive analyses of existing buildings, considering their physical, historic, and functional conditions. Leveraging our extensive experience and expertise, we meticulously evaluate structural integrity, environmental contamination, life safety, building code compliance, accessibility, and functional capacity. Our adept team seamlessly converts existing drawings and field measurements into precise digital formats.

TREATMENT OF HISTORIC BUILDINGS AND SITES

GMSHAY offers a comprehensive array of services rooted in extensive research and understanding of a site’s “story.” When necessary, we delve deeply into the historical context of a site, conducting thorough research to uncover its significance and unique features. Our team specializes in historic preservation, adaptive reuse, restoration, and renovation, ensuring that each project is approached with sensitivity and skill. Our dedication to preserving cultural heritage and our commitment to excellence result in the revitalization of historic sites that stand as enduring legacies for future generations.

MASTER PLANNING

Within our studio, we excel in site and master planning, driven by our passion for enhancing the streetscape and creating vibrant communities. With a strong portfolio of early-stage projects, we specialize in laying out communities that prioritize functionality, sustainability, and community engagement. Proficient in navigating zoning codes and overlays, we ensure compliance while maximizing site potential. Our approach emphasizes density, walkability, and reduced reliance on cars, fostering vibrant and connected environments that enrich the lives of residents.

CONSTRUCTION PHASE

GMSHAY boasts comprehensive expertise in the construction phase, offering a suite of vital services tailored to ensure the successful execution of projects in construction. These services include, but are not limited to, coordination with contractors, contract administration, and maintaining detailed records of submittals, RFIs, on-site meetings, and quality assurance. With a commitment to thorough documentation, GMSHAY ensures that clients and stakeholders are kept informed at every stage of the construction process, ultimately delivering projects of exceptional quality and value.

ARCHITECTURAL DESIGN

At our firm, we view architecture as a collaborative process that integrates artistry, technical expertise, and client aspirations. Our architectural services extend beyond creating aesthetically pleasing structures; they encompass a holistic approach to design that considers social, cultural, and environmental contexts. From conceptualization to realization, we strive to create spaces that not only meet the needs of today but also anticipate the challenges of tomorrow. With a commitment to innovation, sustainability, and excellence, we are dedicated to transforming visions into tangible, impactful spaces that enhance communities and elevate the human experience.

PROJECT MANAGEMENT

We understand that successful projects require more than just design expertise, and in the complex landscape of construction and development, effective project management serves as the cornerstone of success. We extend our services to encompass project management through construction, overseeing the implementation of our designs to ensure they meet the highest standards. From large-scale development to intricate renovations, we approach each project with precision and professionalism through proactive communication and adaptive problem-solving.

ENTITLEMENT + PERMITTING

The success of any project hinges not only on creative design but also on navigating the complex realm of entitlements and permitting. Our firm specializes in providing comprehensive permitting services and collaborate closely with our partnering civil engineers and landscape architects to execute entitlements that fall beyond the direct scope of architectural services. By working closely with our partners, clients, and regulatory authorities, we ensure a seamless approach to obtaining approvals, integrating site planning and landscape design into our vision from the outset.

BUILDING CODE REVIEW

As architects, ensuring public welfare and safety is our top priority. We stay updated on evolving building codes and regulations, enabling us to ensure our clients’ projects meet the latest standards. Our proactive approach facilitates smooth permitting processes and enhance overall life safety in the built environment. At GMSHAY, we prioritize functionality, sustainability, and compliance with the highest standards by staying current with codes.

SUSTAINABILITY + BUILDING PERFORMANCE

GMSHAY prioritizes sustainability in all projects, focusing on efficient and economical building performance. Our approach emphasizes thoughtful site planning, resource efficiency, and the long-term resilience. As industry experts, we consider environmentally friendly materials, energy-efficient systems, and innovative technologies to minimize environmental impact. With a holistic and forward-thinking approach to sustainable design, GMSHAY aims to contribute to a more resilient, environmentally conscious, and socially responsible built environment in Georgia and Colorado.

EXHIBIT B
CERTIFICATE OF EXEMPTION FROM STATUTORY WORKERS’
COMPENSATION LAW AND ACKNOWLEDGEMENT OF
RISK/HOLD HARMLESS AGREEMENT

The undersigned Contractor certifies to the Town of Basalt (“Town”) that it is exempt from the provisions of the Colorado Workers’ Compensation Act.

If Contractor has any employees who will perform the Services or subsequently employs any person to perform the Services as set forth in this Agreement (other than subcontractors, who are not considered employees for the purposes of workers’ compensation), it agrees to provide the Town with a Certificate of Insurance as required by the Agreement indicating proof of statutory workers’ compensation coverage on such persons prior to their start of work for the Town.

Contractor acknowledges that it will be engaging in activities which exposes it to the risk of bodily injury, that it is physically capable of performing the activities, and that all necessary precautions to prevent injury to Contractor and others will be taken. Contractor shall not hold the Town liable for any injuries sustained, by it or others, which may arise out of or in the course of the work performed for or on behalf of the Town, and Contractor agrees to defend, indemnify, and hold harmless the Town from all such claims.

CONTRACTOR:

By: _____

Title: _____

**Town of Basalt, Colorado
Ordinance No. 9, 2025
Series of 2025**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF
BASALT, COLORADO, AMENDING THE 2025 BUDGET AND
PROVIDING FOR A SUPPLEMENTAL APPROPRIATION RELATED TO
REVENUES AND EXPENDITURES**

RECITALS

- A. The Town of Basalt (the "Town") is a home-rule municipality, duly organized and existing under the Town's Home Rule Charter adopted pursuant to Article XX of the Constitution of the State of Colorado
- B. Section 9.8(A) of the Town Charter authorizes the Town Council to make supplemental appropriations by ordinance.
- C. By Resolution No. 46, Series of 2024, the Town Council adopted its annual budget for the fiscal year beginning January 1, 2025 and ending December 31, 2025 ("2025 Budget").
- D. At the time the 2025 Annual Appropriation was adopted, certain revenue and expenses were not completely known, which the Town Council wishes to provide for as set forth in Exhibit A, and specifically for the Town to provide a contribution towards the residents of the Aspen Basalt and Mountain Valley Mobile Home Parks in the purchase of those Parks, pursuant to the Colorado Mobile Home Park Act. Such contribution shall be subject to the satisfaction of conditions in the Letter of Intent form the Town to Thistle ROC.
- E. The Town Council desires to amend the 2025 Budget and approve changes to the appropriations set forth herein in order to ensure effective and fiscally responsible administration of Town business for the projects and expenditures recited above.

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

- 1. Recitals. The foregoing recitals are incorporated herein as findings of Town Council.
- 2. Supplemental Appropriation. The Town Council hereby amends the 2025 Budget and approves the additional appropriations set forth in Exhibit A for fiscal year 2025 related to the revenues and expenditures set forth therein.

READ ON FIRST READING, ORDERED PUBLISHED AND SET FOR PUBLIC HEARING TO BE HELD ON July 8, 2025 by a vote of ____ to ____ on July 22, 2025.

TOWN OF BASALT, COLORADO

By: _____
David Knight, Mayor

ATTEST:

Pamela K. Schilling, Town Clerk

Date of first publication: _____
Date of second publication: _____
Effective date: _____

EXHIBIT A (PAGE 1 OF 1)

Description		General Fund	Total	Explanation
Expenditures	10-41-670	500,000	500,000	Contribution shall be subject to the satisfaction of conditions in the Letter of Intent form the Town to Thistle ROC.
Total expenditures		500,000	500,000	
Total revenue over expenditures		(500,000)	(500,000)	Basis for amendment #1
Originally approved budget		(390,146)	(390,146)	
Amended budget per ordinance		(890,146)	00(890,146)	

Town of Basalt
Accounts Payable
July 8, 2025

General Fund:

Reimbursable 1,485.00

Total Reimbursable 1,485.00

Non-Reimbursable

Payroll 6/15/2025 - 6/28/2025 195,338.56

Other Expenditures 608,749.51

Sub Total General Fund Non-reimbursable 804,088.07

TOTAL GENERAL FUND 805,573.07

Bond Fund:

Total Bond Fund 0.00

Restricted Fund: 50,044.56

Total Restricted Fund 50,044.56

Capital Project Fund: 523,193.76

Total Capital Project Fund 523,193.76

Conservation Trust Fund:

Total Conservation Trust Fund 0.00

Water Fund: 18,715.17

Total Water Fund 18,715.17

TOTAL ALL FUNDS 1,397,526.56

Report Criteria:

Report type: GL detail

Check Check Number = {>=} 12000

Check Detail.Amount = {<=} 0

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Check Amount	Invoice GL Account Title
07/25	07/08/2025	55662	ADVANCED IRRIGATION SYSTE	3642	10-70-350	2,090.00	CONTRACT LABOR
07/25	07/08/2025	55662	ADVANCED IRRIGATION SYSTE	3643	10-70-430	99.27	R&M - IRRIGATION
07/25	07/08/2025	55663	ALINA	061825	10-41-395	500.00	GREEN TEAM UNRESTRICTED
07/25	07/08/2025	55664	ALL PHASE ELECTRIC	2675-1	10-66-430	175.75	REPAIR & MAINTENANCE
07/25	07/08/2025	55665	ALL VALLEY IRRIGATION INC	2661	10-70-350	1,640.00	CONTRACT LABOR
07/25	07/08/2025	55665	ALL VALLEY IRRIGATION INC	2661	10-70-430	240.64	R&M - IRRIGATION
07/25	07/08/2025	55665	ALL VALLEY IRRIGATION INC	2667	10-70-350	1,425.00	CONTRACT LABOR
07/25	07/08/2025	55665	ALL VALLEY IRRIGATION INC	2667	10-70-430	240.00	R&M - IRRIGATION
07/25	07/08/2025	55666	ARCOS MOBILITY	000104	10-41-395	2,550.00	GREEN TEAM UNRESTRICTED
07/25	07/08/2025	55667	ASPEN CONSOLIDATED SANITA	3602	51-72-405	10.00	CHEMICALS/TESTING
07/25	07/08/2025	55668	ASPEN DAILY NEWS	18437	10-11510	92.00	ACCOUNTS RECEIVABLE-DEV REVIE
07/25	07/08/2025	55668	ASPEN DAILY NEWS	18437	10-45-540	76.00	ADVERTISING
07/25	07/08/2025	55668	ASPEN DAILY NEWS	18437	10-45-540	75.00	ADVERTISING
07/25	07/08/2025	55668	ASPEN DAILY NEWS	18438	10-41-330	450.00	BASALT FORWARD
07/25	07/08/2025	55668	ASPEN DAILY NEWS	18438	10-41-330	450.00	BASALT FORWARD
07/25	07/08/2025	55669	ASPEN HOUSE OF BOUNCE, IN	1205	10-41-676	490.00	SUNDAY MARKET EXPENDITURES
07/25	07/08/2025	55669	ASPEN HOUSE OF BOUNCE, IN	1204	10-41-676	490.00	SUNDAY MARKET EXPENDITURES
07/25	07/08/2025	55669	ASPEN HOUSE OF BOUNCE, IN	1206	10-41-676	490.00	SUNDAY MARKET EXPENDITURES
07/25	07/08/2025	55670	ASPEN MAINTENANCE SUPPLY	069978	10-66-405	1,633.05	CHEMICALS/TESTING
07/25	07/08/2025	55670	ASPEN MAINTENANCE SUPPLY	069979	10-50-600	327.45	SUPPLIES
07/25	07/08/2025	55670	ASPEN MAINTENANCE SUPPLY	069979	10-66-608	218.30	FACILITY SUPPLIES
07/25	07/08/2025	55670	ASPEN MAINTENANCE SUPPLY	069979	10-50-600	143.96	SUPPLIES
07/25	07/08/2025	55671	AT&T MOBILITY	287294	10-54-530	1,448.33	TELECOMMUNICATIONS
07/25	07/08/2025	55672	BASALT DOWNTOWNER LLC	BAS-10	10-41-395	24,102.16	GREEN TEAM UNRESTRICTED
07/25	07/08/2025	55672	BASALT DOWNTOWNER LLC	BAS-10	10-41-395	24,102.16	GREEN TEAM UNRESTRICTED
07/25	07/08/2025	55673	BASALT QUICK LUBE	272568	10-60-431	1,089.18	EQUIPMENT REPAIR & MAINTENANC
07/25	07/08/2025	55673	BASALT QUICK LUBE	272704	10-60-355	137.48	VEHICLE REPAIR
07/25	07/08/2025	55674	BASALT RIVER LOFTS CONDO	070125	20-51-350	884.69	CONTRACT LABOR / HOA'S
07/25	07/08/2025	55675	BASALT RIVER PARK MASTER	070125	10-50-350	1,828.78	CONTRACT LABOR
07/25	07/08/2025	55676	BLOCK SEVEN CONDOMINIUM	070125	20-51-350	3,426.31	CONTRACT LABOR / HOA'S
07/25	07/08/2025	55676	BLOCK SEVEN CONDOMINIUM	070125	20-51-350	2,398.01	CONTRACT LABOR / HOA'S
07/25	07/08/2025	55676	BLOCK SEVEN CONDOMINIUM	070125	20-51-350	2,409.26	CONTRACT LABOR / HOA'S
07/25	07/08/2025	55677	BOOTHE PLUMBING & BACKFL	126	51-71-425	1,204.66	WATER WELLS & SPRINGS
07/25	07/08/2025	55678	CANNON FINANCIAL SERVICES	412099	10-45-380	816.76	EQUIPMENT & COP LEASING
07/25	07/08/2025	55679	CC CAFE	2NFM9	10-41-395	800.00	GREEN TEAM UNRESTRICTED
07/25	07/08/2025	55680	CENTURY LINK	061925	51-45-530	89.79	TELECOMMUNICATIONS
07/25	07/08/2025	55680	CENTURY LINK	061925	10-45-530	104.95	TELECOMMUNICATIONS
07/25	07/08/2025	55680	CENTURY LINK	061925	10-66-530	79.09	TELECOMMUNICATIONS
07/25	07/08/2025	55680	CENTURY LINK	061925	10-54-530	107.84	TELECOMMUNICATIONS
07/25	07/08/2025	55680	CENTURY LINK	061925	51-45-530	139.06	TELECOMMUNICATIONS
07/25	07/08/2025	55681	CLIMATE CONTROL COMPANY	F-4685	10-11500	6,365.00	ACCOUNTS RECEIVABLE
07/25	07/08/2025	55682	CLOUDPERMIT INC	2661	10-58-325	12,000.00	DATA PROCESSING
07/25	07/08/2025	55682	CLOUDPERMIT INC	2662	10-58-325	6,300.00	DATA PROCESSING
07/25	07/08/2025	55683	COLORADO SITE SERVICES LL	63149	10-64-420	165.00	PORTABLE TOILETS
07/25	07/08/2025	55683	COLORADO SITE SERVICES LL	63150	10-70-420	165.00	PORTABLE TOILETS
07/25	07/08/2025	55683	COLORADO SITE SERVICES LL	63151	10-70-420	297.00	PORTABLE TOILETS
07/25	07/08/2025	55683	COLORADO SITE SERVICES LL	63152	10-70-420	165.00	PORTABLE TOILETS
07/25	07/08/2025	55683	COLORADO SITE SERVICES LL	63153	10-70-420	165.00	PORTABLE TOILETS
07/25	07/08/2025	55684	COURTNEY	061825	10-41-395	500.00	GREEN TEAM UNRESTRICTED
07/25	07/08/2025	55685	DALY PROPERTY SERVICES, IN	4340	20-60-799	1,459.63	RESTRICTED STREETS CAPITAL
07/25	07/08/2025	55685	DALY PROPERTY SERVICES, IN	5210	10-70-350	2,527.33	CONTRACT LABOR

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Check Amount	Invoice GL Account Title
07/25	07/08/2025	55686	DDE LLC	MTG44	10-41-675	20,000.00	EVENTS
07/25	07/08/2025	55687	DUSTIN LUTOMSKI	097	10-41-675	750.00	EVENTS
07/25	07/08/2025	55688	EAGLE CREST NURSERY	117223	10-70-355	19.18	TREE & GARDEN MANAGEMENT
07/25	07/08/2025	55689	EVERGREEN ZEROWASTE	85322	10-41-395	150.00	GREEN TEAM UNRESTRICTED
07/25	07/08/2025	55689	EVERGREEN ZEROWASTE	85322	10-41-395	85.00	GREEN TEAM UNRESTRICTED
07/25	07/08/2025	55689	EVERGREEN ZEROWASTE	87779	10-41-395	150.00	GREEN TEAM UNRESTRICTED
07/25	07/08/2025	55690	FEDEX	8-898-8	10-45-615	27.79	POSTAGE
07/25	07/08/2025	55690	FEDEX	8-906-0	10-11510	53.08	ACCOUNTS RECEIVABLE-DEV REVIE
07/25	07/03/2025	55691	FLOORING AMERICA OF RFV	21-345	20-51-435	679.40- V	REPAIRS & MAINTENANCE
07/25	07/03/2025	55691	FLOORING AMERICA OF RFV	21-345	20-51-435	774.33- V	REPAIRS & MAINTENANCE
07/25	07/03/2025	55691	FLOORING AMERICA OF RFV	21-345	20-51-435	1,239.25- V	REPAIRS & MAINTENANCE
07/25	07/03/2025	55691	FLOORING AMERICA OF RFV	21-345	20-51-435	1,243.85- V	REPAIRS & MAINTENANCE
07/25	07/08/2025	55691	FLOORING AMERICA OF RFV	21-345	20-51-435	679.40	REPAIRS & MAINTENANCE
07/25	07/08/2025	55691	FLOORING AMERICA OF RFV	21-345	20-51-435	774.33	REPAIRS & MAINTENANCE
07/25	07/08/2025	55691	FLOORING AMERICA OF RFV	21-345	20-51-435	1,239.25	REPAIRS & MAINTENANCE
07/25	07/08/2025	55691	FLOORING AMERICA OF RFV	21-345	20-51-435	1,243.85	REPAIRS & MAINTENANCE
07/25	07/03/2025	55746	FLOORING AMERICA OF RFV	21-345	20-51-435	1,200.51	REPAIRS & MAINTENANCE
07/25	07/03/2025	55746	FLOORING AMERICA OF RFV	21-345	20-51-435	660.87	REPAIRS & MAINTENANCE
07/25	07/03/2025	55746	FLOORING AMERICA OF RFV	21-345	20-51-435	744.20	REPAIRS & MAINTENANCE
07/25	07/03/2025	55746	FLOORING AMERICA OF RFV	21-345	20-51-435	1,204.65	REPAIRS & MAINTENANCE
07/25	07/08/2025	55692	FULL LIGHT COMMUNICATIONS	FLC-20	10-41-330	2,625.00	BASALT FORWARD
07/25	07/08/2025	55692	FULL LIGHT COMMUNICATIONS	FLC-20	10-41-330	1,687.50	BASALT FORWARD
07/25	07/08/2025	55692	FULL LIGHT COMMUNICATIONS	FLC-20	10-47-330	500.00	PROFESSIONAL FEES
07/25	07/08/2025	55693	GEORGE T SANDERS CO	160213	20-75-600	3,406.63	CAPITAL ITEMS EXPENSED
07/25	07/08/2025	55693	GEORGE T SANDERS CO	160271	10-50-430	32.74	REPAIR & MAINTENANCE
07/25	07/08/2025	55693	GEORGE T SANDERS CO	160271	10-50-430	14.86	REPAIR & MAINTENANCE
07/25	07/08/2025	55694	GMCO LLC OF COLORADO	2892	10-60-700	251,609.00	CAPITAL OUTLAY
07/25	07/08/2025	55695	GRAINGER	955792	51-72-430	818.46	REPAIR & MAINTENANCE
07/25	07/08/2025	55696	GRAVES CONSULTING LLC	202507	10-45-390	4,200.00	OTHER PROFESSIONAL SERVICES
07/25	07/08/2025	55697	GROUND ENGINEERING CONS	236510	41-60-700	966.00	CAPITAL MIDLAND AVE STREETSCAP
07/25	07/08/2025	55698	HENNING	063025	10-41-395	500.00	GREEN TEAM UNRESTRICTED
07/25	07/08/2025	55699	IMAGENET CONSULTING LLC	INV130	10-54-380	98.94	EQUIPMENT LEASING
07/25	07/08/2025	55700	IRONEDGE GROUP LTD	IEG-57	10-45-325	6,893.55	SOFTWARE & TECH
07/25	07/08/2025	55700	IRONEDGE GROUP LTD	IEG-58	10-54-535	3,325.00	COMMUNICATIONS
07/25	07/08/2025	55700	IRONEDGE GROUP LTD	IEG-58	10-45-325	6,893.55	SOFTWARE & TECH
07/25	07/08/2025	55700	IRONEDGE GROUP LTD	IEG-58	10-45-325	1,968.60	SOFTWARE & TECH
07/25	07/08/2025	55701	JESUS VALAZQUEZ LLC	80009	10-70-350	300.00	CONTRACT LABOR
07/25	07/08/2025	55702	KARP NEU HANLON	53306	10-11510	175.00	ACCOUNTS RECEIVABLE-DEV REVIE
07/25	07/08/2025	55702	KARP NEU HANLON	53307	10-11510	70.00	ACCOUNTS RECEIVABLE-DEV REVIE
07/25	07/08/2025	55703	KEN GENTRY MUSIC LLC	000005	10-41-675	500.00	EVENTS
07/25	07/08/2025	55704	LAKESIDE TOWNHOMES AT WI	070125	20-51-350	412.00	CONTRACT LABOR / HOA'S
07/25	07/08/2025	55705	LANGHORNE SLIM LLC	3	10-41-675	10,000.00	EVENTS
07/25	07/08/2025	55706	LAURA RECONDO	063025	10-41-395	500.00	GREEN TEAM UNRESTRICTED
07/25	07/08/2025	55707	LOWE'S	987987	20-51-435	152.32	REPAIRS & MAINTENANCE
07/25	07/08/2025	55707	LOWE'S	975516	20-51-435	13.80	REPAIRS & MAINTENANCE
07/25	07/08/2025	55707	LOWE'S	975516	20-51-435	13.80	REPAIRS & MAINTENANCE
07/25	07/08/2025	55707	LOWE'S	979889	20-51-435	114.96-	REPAIRS & MAINTENANCE
07/25	07/08/2025	55707	LOWE'S	989689	10-60-660	119.52	SIGNS
07/25	07/08/2025	55707	LOWE'S	989689	10-70-445	21.83	R&M - PARK AMENITIES
07/25	07/08/2025	55707	LOWE'S	992018	10-60-600	840.06	SUPPLIES
07/25	07/08/2025	55707	LOWE'S	005527	10-60-600	.80-	SUPPLIES
07/25	07/08/2025	55708	MAD RIVER POOL AND SPA LLC	00997	10-66-430	799.00	REPAIR & MAINTENANCE
07/25	07/08/2025	55709	MARGARET DORROUGH	062425	10-34-676	100.00	SUNDAY MARKET BOOTH FEE
07/25	07/08/2025	55710	MCMAHAN AND ASSOCIATES L	19640	10-45-320	41,285.00	AUDIT SERVICES
07/25	07/08/2025	55711	MONTE EDLUND	062425	10-24510	2,000.00	DEPOSITS - CONSTRUCTION
07/25	07/08/2025	55712	MOUNTAIN HEART BREWING L	063025	10-41-675	2,506.02	EVENTS

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Check Amount	Invoice GL Account Title
07/25	07/08/2025	55712	MOUNTAIN HEART BREWING L	063025	10-41-675	4,227.13	EVENTS
07/25	07/08/2025	55713	MOUNTAIN WASTE & RECYCLI	581507	10-50-415	998.30	REFUSE SERVICE
07/25	07/08/2025	55714	NICOLE SCHOENBRUNN	061825	10-41-395	500.00	GREEN TEAM UNRESTRICTED
07/25	07/08/2025	55715	ORION OLIN	0009	10-45-390	440.00	OTHER PROFESSIONAL SERVICES
07/25	07/08/2025	55716	OTAK INC	000062	10-60-700	22,094.85	CAPITAL OUTLAY
07/25	07/08/2025	55717	PEREZ, J. DAVID	6/25	10-42-340	200.00	INTERPRETER
07/25	07/08/2025	55718	PINNACOL ASSURANCE	070125	10-41-260	186.08	WORKERS COMPENSATION
07/25	07/08/2025	55718	PINNACOL ASSURANCE	070125	10-45-260	58.23	WORKERS COMPENSATION
07/25	07/08/2025	55718	PINNACOL ASSURANCE	070125	10-47-260	200.08	WORKERS COMPENSATION
07/25	07/08/2025	55718	PINNACOL ASSURANCE	070125	10-50-260	299.37	WORKERS COMPENSATION
07/25	07/08/2025	55718	PINNACOL ASSURANCE	070125	10-54-260	3,806.38	WORKERS COMPENSATION
07/25	07/08/2025	55718	PINNACOL ASSURANCE	070125	10-58-260	265.77	WORKERS COMPENSATION
07/25	07/08/2025	55718	PINNACOL ASSURANCE	070125	10-60-260	706.26	WORKERS COMPENSATION
07/25	07/08/2025	55718	PINNACOL ASSURANCE	070125	10-62-260	534.28	WORKERS COMPENSATION
07/25	07/08/2025	55718	PINNACOL ASSURANCE	070125	10-64-260	203.17	WORKERS COMPENSATION
07/25	07/08/2025	55718	PINNACOL ASSURANCE	070125	10-70-260	405.45	WORKERS COMPENSATION
07/25	07/08/2025	55718	PINNACOL ASSURANCE	070125	51-45-260	346.04	WORKERS COMPENSATION
07/25	07/08/2025	55718	PINNACOL ASSURANCE	070125	10-66-260	236.89	WORKERS COMPENSATION
07/25	07/08/2025	55719	POO FREE PARKS	PFP27	10-50-600	749.95	SUPPLIES
07/25	07/08/2025	55720	PVS DX INC	737002	51-72-405	1,052.23	CHEMICALS/TESTING
07/25	07/08/2025	55721	RA NELSON LLC	24-027	41-51-700	256,018.75	CAPITAL AFFORDABLE HOUSING
07/25	07/08/2025	55722	RIVER VIEW PLAZA HOA	7352	10-54-410	2,269.14	UTILITIES
07/25	07/08/2025	55723	ROARING FORK ENGINEERING	7958	51-72-700	742.00	CAPITAL OUTLAY - TREATMENT
07/25	07/08/2025	55723	ROARING FORK ENGINEERING	7958	51-72-700	525.00	CAPITAL OUTLAY - TREATMENT
07/25	07/08/2025	55723	ROARING FORK ENGINEERING	7958	20-75-700	7,429.42	CAPITAL OUTLAY
07/25	07/08/2025	55723	ROARING FORK ENGINEERING	7958	51-73-700	1,035.00	CAPITAL OUTLAY - TRANSMISSION
07/25	07/08/2025	55723	ROARING FORK ENGINEERING	7958	20-75-700	2,367.25	CAPITAL OUTLAY
07/25	07/08/2025	55724	ROARING FORK VALLEY CO-OP	285222	10-70-445	171.16	R&M - PARK AMENITIES
07/25	07/08/2025	55724	ROARING FORK VALLEY CO-OP	285547	10-60-660	194.38	SIGNS
07/25	07/08/2025	55725	SAMANTHA HOWE	062425	10-34-676	350.00	SUNDAY MARKET BOOTH FEE
07/25	07/08/2025	55726	SAVATREE LLC	001123	10-70-355	3,614.00	TREE & GARDEN MANAGEMENT
07/25	07/08/2025	55726	SAVATREE LLC	001124	10-70-355	1,212.00	TREE & GARDEN MANAGEMENT
07/25	07/08/2025	55727	SHAUN'S TOWING & RECOVER	132831	10-54-370	409.50	INVESTIGATION
07/25	07/08/2025	55728	SHELBY MEANS	012	10-41-675	250.00	EVENTS
07/25	07/08/2025	55729	SHORT, HEATHER	070125	20-45-620	650.00	COMMUNITY GARDEN RESTRICTED
07/25	07/08/2025	55730	SOPRIS ENGINEERING	110471	10-60-700	229.40	CAPITAL OUTLAY
07/25	07/08/2025	55731	SPECTRA PRO SUPPLY - BASA	TSDW	10-60-600	48.87	SUPPLIES
07/25	07/08/2025	55731	SPECTRA PRO SUPPLY - BASA	VCFE8	10-60-600	56.84	SUPPLIES
07/25	07/08/2025	55732	STUTSMAN-GERBAZ	061220	20-75-600	20,149.81	CAPITAL ITEMS EXPENSED
07/25	07/08/2025	90000031	STUTSMAN-GERBAZ	25	41-60-700	266,209.01	M CAPITAL MIDLAND AVE STREETSCAP
07/25	07/08/2025	55733	THE GLENN ROBERT YAEGER	070225	10-36-650	636.26	REFUND OF EXPENDITURES
07/25	07/08/2025	55734	THE PHAFFMANN GROUP LLC	3-2025	10-64-350	37,020.00	CONTRACT LABOR
07/25	07/08/2025	55734	THE PHAFFMANN GROUP LLC	3-2025	10-64-350	670.00	CONTRACT LABOR
07/25	07/08/2025	55734	THE PHAFFMANN GROUP LLC	3-2025	10-64-350	5,653.50	CONTRACT LABOR
07/25	07/08/2025	55735	THEODORE	063025	10-41-395	500.00	GREEN TEAM UNRESTRICTED
07/25	07/08/2025	55736	TNT STRIPING LLC	396622	10-60-435	69,211.95	CONCRETE MAINTENANCE
07/25	07/08/2025	55737	TROJAN TECHNOLOGIES	252/50	51-72-350	12,610.00	CONTRACT LABOR
07/25	07/08/2025	55738	VALERIA MORALES	070125	10-24550	2,800.00	DEPOSITS RENT
07/25	07/08/2025	55739	VALLEY LUMBER COMPANY	2506-1	10-64-665	13.98	PROGRAM SUPPLIES - SOFT GOODS
07/25	07/08/2025	55739	VALLEY LUMBER COMPANY	2506-1	10-64-665	43.00	PROGRAM SUPPLIES - SOFT GOODS
07/25	07/08/2025	55739	VALLEY LUMBER COMPANY	2506-1	10-50-430	18.99	REPAIR & MAINTENANCE
07/25	07/08/2025	55739	VALLEY LUMBER COMPANY	2506-1	10-41-675	50.97	EVENTS
07/25	07/08/2025	55739	VALLEY LUMBER COMPANY	2506-1	10-70-430	15.99	R&M - IRRIGATION
07/25	07/08/2025	55739	VALLEY LUMBER COMPANY	2506-1	10-41-675	250.94	EVENTS
07/25	07/08/2025	55739	VALLEY LUMBER COMPANY	2506-1	10-60-600	7.97	SUPPLIES
07/25	07/08/2025	55739	VALLEY LUMBER COMPANY	2506-1	20-51-435	4.99	REPAIRS & MAINTENANCE

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice GL Account	Check Amount	Invoice GL Account Title
07/25	07/08/2025	55739	VALLEY LUMBER COMPANY	2506-1	10-70-430	20.99	R&M - IRRIGATION
07/25	07/08/2025	55739	VALLEY LUMBER COMPANY	2506-1	10-70-430	10.99	R&M - IRRIGATION
07/25	07/08/2025	55739	VALLEY LUMBER COMPANY	2506-1	10-50-430	19.97	REPAIR & MAINTENANCE
07/25	07/08/2025	55739	VALLEY LUMBER COMPANY	2506-1	10-50-430	15.98	REPAIR & MAINTENANCE
07/25	07/08/2025	55739	VALLEY LUMBER COMPANY	2506-1	20-51-435	3.78	REPAIRS & MAINTENANCE
07/25	07/08/2025	55739	VALLEY LUMBER COMPANY	2506-1	10-50-430	13.98	REPAIR & MAINTENANCE
07/25	07/08/2025	55740	VALLEY PINES CONDO ASSOC.	0527	20-51-350	497.07	CONTRACT LABOR / HOA'S
07/25	07/08/2025	55741	VERIZON WIRELESS	611567	10-58-530	44.96	TELECOMMUNICATIONS
07/25	07/08/2025	55741	VERIZON WIRELESS	611567	10-58-530	40.01	TELECOMMUNICATIONS
07/25	07/08/2025	55741	VERIZON WIRELESS	611567	51-45-530	51.46	TELECOMMUNICATIONS
07/25	07/08/2025	55741	VERIZON WIRELESS	611567	10-54-530	40.01	TELECOMMUNICATIONS
07/25	07/08/2025	55741	VERIZON WIRELESS	611567	10-60-530	40.01	TELEPHONE
07/25	07/08/2025	55741	VERIZON WIRELESS	611567	51-45-530	51.46	TELECOMMUNICATIONS
07/25	07/08/2025	55741	VERIZON WIRELESS	611567	10-58-530	63.56	TELECOMMUNICATIONS
07/25	07/08/2025	55741	VERIZON WIRELESS	611567	51-45-530	40.01	TELECOMMUNICATIONS
07/25	07/08/2025	55741	VERIZON WIRELESS	611567	10-45-530	51.46	TELECOMMUNICATIONS
07/25	07/08/2025	55742	VICTOR	063025	10-41-395	500.00	GREEN TEAM UNRESTRICTED
07/25	07/08/2025	55743	VILLAS @ ELK RUN HOMEOWN	070125	20-51-350	446.65	CONTRACT LABOR / HOA'S
07/25	07/08/2025	55743	VILLAS @ ELK RUN HOMEOWN	3144	20-51-350	223.87	CONTRACT LABOR / HOA'S
07/25	07/08/2025	55744	WASTE MANAGEMENT	115412	10-50-415	297.18	REFUSE SERVICE
07/25	07/08/2025	55745	WILBUR-ELLIS COMPANY LLC	171357	10-70-600	499.76	SUPPLIES
07/25	07/08/2025	55745	WILBUR-ELLIS COMPANY LLC	172013	10-70-600	141.68	SUPPLIES

Grand Totals:

1,202,188.00

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
10-11500	6,365.00	.00	6,365.00
10-11510	390.08	.00	390.08
1020200	9,722.07	1,211,910.07-	1,202,188.00-
10-24510	2,000.00	.00	2,000.00
10-24550	2,800.00	.00	2,800.00
10-34-676	450.00	.00	450.00
10-36-650	636.26	.00	636.26
10-41-260	186.08	.00	186.08
10-41-330	5,212.50	.00	5,212.50
10-41-395	55,439.32	.00	55,439.32
10-41-675	38,535.06	.00	38,535.06
10-41-676	1,470.00	.00	1,470.00
10-42-340	200.00	.00	200.00
10-45-260	58.23	.00	58.23
10-45-320	41,285.00	.00	41,285.00
10-45-325	15,755.70	.00	15,755.70
10-45-380	816.76	.00	816.76
10-45-390	4,640.00	.00	4,640.00
10-45-530	156.41	.00	156.41
10-45-540	151.00	.00	151.00
10-45-615	27.79	.00	27.79
10-47-260	200.08	.00	200.08
10-47-330	500.00	.00	500.00
10-50-260	299.37	.00	299.37
10-50-350	1,828.78	.00	1,828.78

GL Account	Debit	Credit	Proof
10-50-415	1,295.48	.00	1,295.48
10-50-430	100.54	15.98-	84.56
10-50-600	1,221.36	.00	1,221.36
10-54-260	3,806.38	.00	3,806.38
10-54-370	409.50	.00	409.50
10-54-380	98.94	.00	98.94
10-54-410	2,269.14	.00	2,269.14
10-54-530	1,596.18	.00	1,596.18
10-54-535	3,325.00	.00	3,325.00
10-58-260	265.77	.00	265.77
10-58-325	18,300.00	.00	18,300.00
10-58-530	148.53	.00	148.53
10-60-260	706.26	.00	706.26
10-60-355	137.48	.00	137.48
10-60-431	1,089.18	.00	1,089.18
10-60-435	69,211.95	.00	69,211.95
10-60-530	40.01	.00	40.01
10-60-600	953.74	.80-	952.94
10-60-660	313.90	.00	313.90
10-60-700	273,933.25	.00	273,933.25
10-62-260	534.28	.00	534.28
10-64-260	203.17	.00	203.17
10-64-350	37,690.00	5,653.50-	32,036.50
10-64-420	165.00	.00	165.00
10-64-665	56.98	.00	56.98
10-66-260	236.89	.00	236.89
10-66-405	1,633.05	.00	1,633.05
10-66-430	974.75	.00	974.75
10-66-530	79.09	.00	79.09
10-66-608	218.30	.00	218.30
10-70-260	405.45	.00	405.45
10-70-350	7,982.33	.00	7,982.33
10-70-355	4,845.18	.00	4,845.18
10-70-420	792.00	.00	792.00
10-70-430	627.88	.00	627.88
10-70-445	192.99	.00	192.99
10-70-600	641.44	.00	641.44
20-45-620	650.00	.00	650.00
20-51-350	10,697.86	.00	10,697.86
20-51-435	7,935.75	4,051.79-	3,883.96
20-60-799	1,459.63	.00	1,459.63
20-75-600	23,556.44	.00	23,556.44
20-75-700	9,796.67	.00	9,796.67
41-51-700	256,018.75	.00	256,018.75
41-60-700	267,175.01	.00	267,175.01
51-45-260	346.04	.00	346.04
51-45-530	371.78	.00	371.78
51-71-425	1,204.66	.00	1,204.66
51-72-350	12,610.00	.00	12,610.00
51-72-405	1,062.23	.00	1,062.23
51-72-430	818.46	.00	818.46
51-72-700	1,267.00	.00	1,267.00
51-73-700	1,035.00	.00	1,035.00
Grand Totals:	1,221,632.14	1,221,632.14-	.00

Report Criteria:

Report type: GL detail

Check Check Number = {>=} 12000

Check Detail.Amount = {<=>} 0

	AGENDA LOCATION	PUB HRG?	RESPONSIBLE PARTY	EST TIME	COMMENTS
TUESDAY, JULY 22, 2025 ** ITEMS DUE JULY 16, 2025					
Minutes, July 8, 2025	Consent	N	Pam	NA	
<i>PH and 2nd Rdg. Ord 09 2025 - Supp Approp for Aff Hsg - Purchase of Mobile Home Parks</i>	Action	Y	Doug, Jeff	5 mins.	
Worksession - Site Visit to Parcel 2E	Worksession	?	Michelle, Catherine	45 mins	
Resolution - IGA - Mid-Valley Trails Transfer from RFTA to Basalt	Action		Michelle		
PH and 1st Reading - Stott's Mill Deed Restriction	Action	Y	Michelle/James	15 mins	
TUESDAY, AUGUST 12, 2025 **ITEMS DUE AUGUST 6, 2025					
Minutes, July 22, 2025	Consent	N	Pam	NA	
(Tentative) Worksession - POST 2026 Draft Workplan & Budget Request	Worksession	N	Carlton/Michelle	45 min	
Update on Art Consignment Program	Presentation	N	Sara/Brent	15 min	
Public Works / Police Station Update	Presentation	N	Doug, Michelle, Justin	20 mins	
Continued PH and 2nd Reading - Stott's Mill Deed Restriction	Action	Y	Michelle/James	15 mins	
TUESDAY, AUGUST 26, 2025 **ITEMS DUE AUGUST 20, 2025					
Mintues, August 12, 2025	Consent	N	Pam	NA	
TO SCHEDULE					
Ongoing: 2nd meeting of the month - Midland Avenue Streetscape Project Update	Presentation	N	Christoff/Farstad	10 mins.	
Skico Update	?				
Chamber of Commerce Worksession	?				
RF Conservancy - Watershed Presentation by RF Schools Students - Middle School Early October 14 (tentatively)	Megan Dean 970 379-8749 megan@roaringfork.org		?		
Jadwin Land Use App			James		
202 Ridge Road Buidling Envelope Amendment			Carlton		
Worksession - State Wildfire Code			James, Jeff		
263 Park Ave - Special review					
TUESDAY, JULY 29 SPECIAL MEETING - EXEC SESSION - SELECTION OF FINALISTS FOR INTERVIEW	4-5 PM	N	Jeff, KRW Assoc (Doug out)		TOWN HALL
THURSDAY, AUGUST 21 MEET AND GREET CANDIDATES AT LIBRARY	3-5 PM	N			BASALT LIBRARY
FRIDAY, AUGUST 22 - ALL DAY - INTERVIEWS OF FINALISTS	7:30 TO 4:00	N	KRW, Doug		RMI
FRIDAY, AUGUST 22 SPECIAL MEETING - EXEC SESSION - SELECTION OF FINALIST FOR EMPLOYMENT OFFER	4-5 PM	N	Jeff, Doug, KRW Assoc		RMI

CORRESPONDENCE TO THE TOWN



June 23, 2025

Board of Directors

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James Fosnaught
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Alexandra Hughes
Jennifer Mason
Becky Murray
Dana Presutti
Agnes Sarns
Erika Souki
Michael Umansky
Will Weathers

Executive Director

Lindsay Lofaro

Aspen Office

110 E. Hallam St, Suite 101
Aspen, CO 81611

Mid-Valley Office

520 South 3rd St, Suite 15
Carbondale, CO 81623

Glenwood Springs Office

715 Grand Ave. Offices 2 &
B
Glenwood Springs, CO
81601

Town of Basalt
Attn: Jenny Aragon
101 Midland Ave
Basalt, CO 81621-8305

Dear Jenny,

On behalf of all the youth, families, and volunteer mentors at the Buddy Program, thank you for your grant of \$7,500, received on June 16, 2025, from the Town of Basalt Tobacco Tax grant to serve youth and families in Basalt.

Through our four youth mentoring programs, the Buddy Program works with over 500 youth, families, and adult mentors and 11 schools between Aspen – Carbondale, and Rifle. Because 76% of the families we work with live below the self-sufficiency standard, we offer all our programs and services at no cost to all the youth we serve. Your support is critical in making this possible!

Since its inception, the Buddy Program has grown into one of the premier youth mentoring organizations in Colorado. Thanks to your generosity, we are able to provide increased opportunities and formative experiences for youth in need of mentorship and support services such as professional case management, therapeutic counseling, scholarships for children to participate in life enriching extra-curricular activities, and experiential group mentoring programs.

Thank you for supporting the Buddy Program's mission to empower youth through mentoring experiences to achieve their full potential.

With gratitude,

Lindsay Lofaro
Executive Director

Please visit our website www.buddyprogram.org to view our Annual Report for more information on the progress made possible by your donation.

The Buddy Program is a 501(c)3 non-profit organization, and our tax identification number is 74- 2594693. Please keep this letter for your records. Your contribution may be tax-deductible to the extent allowed by law. No goods or services were provided in exchange for your generous donation.



Every child is an artist. The problem is how to remain an artist once we grow up. -- Pablo Picasso

June 20, 2025

Town of Basalt
101 Midland Ave
Basalt, CO 81621

Dear Town of Basalt,

We gratefully acknowledge receipt of your grant in the amount of **\$10,000.00**.

Your contribution will help the Art Base fulfill our mission to foster creative expression in the visual arts for all ages and abilities—providing a base of operations for artists in the Roaring Fork Valley through education, exhibitions, and events that support and stimulate the vitality of our community.

Thank you again for your generous support! We look forward to seeing you at the Art Base and together celebrating the arts in our valley.

Warmly,

Annie Henninger
Executive Director

Please save this letter to keep as a receipt for your tax records. The Art Base is a 501(c)(3) Non-Profit organization ID: 20-1188479. No goods or services were provided in exchange for this donation.

[PO Box 4300](#) | [174 Midland Avenue](#) | [Basalt, CO 81623](#) | [970 927 4123](#) | info@theartbase.org | theartbase.org



Board of Directors

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Executive Director

Alondra Zepeda
Bilingual Program
Director

Ryan Davis
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Britney Macnab
Site Manager

Middle Schools

Basalt

Carbondale

Ross Montessori

Riverview

Glenwood

Riverside

Rifle

Elementary Schools

Graham Mesa

Wamsley

Elk Creek

Riverview

Ross Montessori

Summer Program

BoostCamp Rifle

June 16, 2025

Town of Basalt

Attn: Jenny Aragon

100 Midland Avenue

Basalt, CO 81621

*Your ongoing support
means so much to
our work. Thank you!!
John*

Dear Jenny,

Thank you so much to the Town of Basalt for your generous donation of \$10,000.00 to Access AfterSchool. Your support has made it possible for youth going to school in Basalt to receive affordable, high-quality after school programming!

As always, we remain dedicated to providing local students with hands-on opportunities that spark their passions and allow them to apply what they learn in school to their daily lives.

Thank you for honoring us with your generosity and for making a difference in the lives of local youth and their families. We truly appreciate your commitment to enriching the lives of local youth, supporting working families and building healthy communities.

With much gratitude,

John Quinn, MA, CFRE

Executive Director

Access AfterSchool

501(C)3 Non-Profit

Tax ID #20-0369318

This is your gift receipt for tax purposes. No benefit was bestowed upon you in exchange for this contribution...other than the joy of giving to an organization that supports youth!





CHALLENGE ASPEN



PO Box 6639
Snowmass Village, CO 81615
challengeaspen.org

Phone: 970.923.0578
Fax: 970.923.7338
info@challengeaspen.org

A Colorado Non-Profit
Corporation
Federal Tax ID 8

Thank you for
making the magic
possible!
May
Grange

When access is equal, possibilities are limitless.

THANK YOU!
Molly Demare

Thank you so
much for allowing
us to bring Disney
songs into your
space! ♥ you - Mikha

Thanks to
Kendra F.

Town of Basalt - Thank you!

We are so grateful you hosted us
here for our Music & Dance Camp
Script read through. We appreciate you!

Thank
you an Elm

Thank you
♥ Matthew

Thanks so much.
Y'all Rock ♥mo

Thank you
Laura

Thank you!
♥ Callie

So nice of you!
Thank you
Bobbie

Thank you
Paul
THANK YOU
DOUGLAS
CARTER W. W.