

**Town of Basalt, Colorado  
Resolution No. 47  
Series of 2013**

**A RESOLUTION OF THE TOWN COUNCIL OF BASALT, COLORADO,  
APPROVING THE AMENDMENTS TO THE U.S. BUREAU OF RECLAMATION RUEDI  
RESERVOIR ROUND II WATER REPAYMENT CONTRACT NO. 9-07-60-W0814**

**RECITALS**

WHEREAS, the Town of Basalt entered into Contract No. 9-07-60-W0814, referred to as the Existing Contract, on July 12, 1999 for the purchase of 200 Acre Feet of water in Ruedi Reservoir, and

WHEREAS, Article 2 of the existing Contract has an expiration date, and

WHEREAS, Article 43 of the Existing Contract assigns the contractor a proportionate share of the capital costs of Ruedi Reservoir, and

WHEREAS, the Parties, (the Town of Basalt and the Bureau of Reclamation) desire to delete the term in the Existing Contract to allow the Existing Contract to continue in perpetuity as a repayment contract with no renewal or expiration date.

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

The Town Council hereby authorizes the Mayor of the Town of Basalt to execute Amendment No. 1 of the Contract between the United States and the Town of Basalt.

INTRODUCED, READ AND ADOPTED by the Council of the Town of Basalt, Colorado on this 24th day of September, 2013.

TOWN COUNCIL OF BASALT, COLORADO

ATTEST:

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

Jacque Whitsitt, Mayor

\_\_\_\_\_

Pamela K. Schilling, Town Clerk



DUPLICATE ORIGINAL

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 \_\_\_\_\_ day of \_\_\_\_\_, 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:  
Pamela K Schilling  
By: Pamela K Schilling  
Town Clerk  
Title:

