

MSC81GVI

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: **CONTRACT (AGREEMENT)**

NAME OF CONTRACTOR: MESA STATE COLLEGE

SUBJECT/PROJECT: THE USE OF GRAND VALLEY IRRIGATION
WATER OWNED BY THE CITY OF GRAND JUNCTION

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 1981

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE



City of Grand Junction, Colorado 81501

250 North Fifth St. 303 243-2633

February 24, 1981

Mesa College
Grand Junction, CO 81501

Attention: William C. Conklin, Director Physical Plant

Dear Mr. Conklin:

Re: Mesa College's use of Grand Valley Irrigation Water owned by
the City of Grand Junction

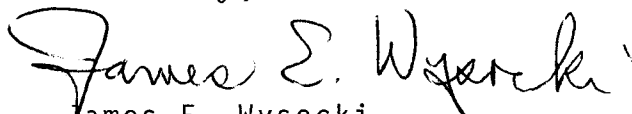
As requested by your letter, dated February 19, 1981, the City of Grand Junction, a municipal corporation, grants the use of 20 shares of Grand Valley Irrigation water under the following conditions:


1. On or before March 15 of each use year, Mesa College is to notify the City of Grand Junction in writing as to the necessity and/or amount of water (in shares) for the proceeding year. Fifteen (15) days after receipt of such notice, Mesa College shall then be firmly committed and obligated to use the amount of water so specified in the notice, unless otherwise specified by the City of Grand Junction in writing. On or before April 1 of each use year, Mesa College shall pay to the City of Grand Junction, as useage fee, an amount equal to the total assessment for each share specified in the notice at the rate controlled by Grand Valley Irrigation Company (current rate=\$32.00 for the first share and \$5.00/share thereafter).
2. Mesa College is responsible for the deliverance of said water from the Grand Valley Canal for its use. There is to be no cost to the City of Grand Junction.
3. Mesa College shall at all times protect, indemnify, save harmless and defend the City of Grand Junction, its agents and employees from any and all claims, actions, demands, judgements, costs and expenses rendered or incurred by or in behalf of any person or corporation whatsoever, or damage to property of whatsoever ownership in any manner arising out of the use of said water shares, provided that such indemnification, shall not apply to losses caused by the intentional acts or negligence of the City of Grand Junction, its agents, or employees.
4. Upon receipt of \$127.00, April 1, 1981, is the effective date the City of Grand Junction grants the use of twenty (20) shares of Grand Valley Irrigation water to Mesa College.

Mesa College
February 24, 1981
Page 2

Please demonstrate your acceptance of the foregoing by signing the enclosed copy of this letter and send it back in the self-addressed envelope.

Sincerely,


James E. Wysocki
City Manager

Accepted: 
Mesa College
William C. Conklin
Director Physical Plant



City of Grand Junction, Colorado 81501

Phone 731-243-2633

February 24, 1981

Mesa College
Grand Junction, CO 81501

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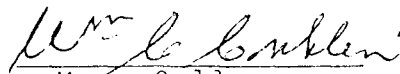
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City Manager

Accepted: 
Mesa College
William C. Conklin
Director Physical Plant

TELEPHONE LOG

DATE: 4/1/81 TIME: _____
 FROM (TO): Neva / Daniel Wood PHONE N^o: _____
 WITH: _____

(COMPANY NAME & ADDRESS)

SUBJECT: _____

Neva,

I made two copies of the attached letter - forwarded one copy to Jim Wyszocky and retained one for my files.

Please file this original letter under Grand Valley Water Shares and set up an annual billing for the assessment of 20 shares of Grand Valley Irrigation shares to Mesa College (current rate = \$ 32.00 for the first share and \$ 5.00 per share thereafter - this years total assessment charge for Mesa College equals \$ 127.00)

Please find attached to the letter, a warrant (Mesa College) # 00020 in the amount of \$ 127.00 for this years assessment of water shares (20).

Give me a jingle for questions - Thank You!

TAKEN BY: [Signature]