

Grand Junction, Colo.

August 18, 1948

The City Council of the City of Grand Junction, Colorado, met in regular session at 7:30 o'clock P. M. Councilmen present and answering at roll call were: Carson, Hoisington, Bagby, Colescott, Martin, Harris and President Harper. Also present were City Manager Moore, City Attorney Banks and City Clerk Tomlinson.

The minutes of the meeting held August 4th were read and approved.

The Proof of Publication to the proposed ordinance entitled, "An Ordinance Authorizing the Leasing of Real Estate to the Colorado State National Guard" was presented and read. It was moved by Councilman Bagby and seconded by Councilman Harris that the Proof of Publication be accepted and filed. Motion carried.

Upon motion of Councilman Colescott and seconded by Councilman Bagby the ordinance was called up for final passage. Motion carried.

The ordinance was then read and upon motion of Councilman Bagby and seconded by Councilman Hoisington, it was passed, adopted, numbered 773 and ordered published. Roll was called on the motion with all members of the Council voting AYE. The President declared the motion carried.

An application was filed by Messrs. King and Keinonen operators of the Quincy Restaurant, requesting that their liquor license be changed from 609 Main Street to 612 Main Street. It was moved by Councilman Carson and seconded by Councilman Harris that a hearing be held on this license on September 15th and that the application for change of address be advertised in accordance with State law. Motion carried.

The amended agreement with C. V. Hallenbeck and Mrs. Nevada Farmer for water from Carson Lake was brought up and discussed. Councilmen Colescott and Martin protested the signing of the agreement, having been furnished with an opinion from some unidentified group that the Council might not have the right to sign such an agreement and favoring a friendly suit between Mr. Hallenbeck and the City to determine this issue. Other Councilmen expressed themselves as having pledged their word to Mr. Hallenbeck and Mrs. Farmer that they would sign the agreement, and if certain citizens or groups were not satisfied, suit could be brought against the City. The agreement is as follows:

AGREEMENT

THIS AGREEMENT, Made and entered into on this 18th day of August, 1948, by and between C. V. Hallenbeck, first party, Mrs. Nevada Farmer, second party, and the City of Grand Junction,

Colorado, a Municipal Corporation, third party, WITNESSETH:

THAT WHEREAS, on April 12, 1946, the parties hereto entered into an agreement covering the contemplated construction of a reservoir located in Section 22, Township 12, South, Range 96 West of the Sixth Principal Meridian in Mesa County, Colorado, known as the Hogchute Reservoir, and now renamed Carson Lake, with an estimated capacity of approximately one thousand acre feet, and setting forth the respective rights and interests of the parties hereto, in the reservoir and water to be impounded therein; and

WHEREAS the parties have heretofore orally agreed upon certain changes in the plans and specifications for the said reservoir and the said reservoir has now been completed with a capacity of six hundred twenty acre feet and at a cost to the City of \$ 378,888.02; and

WHEREAS it is now necessary to change a portion of the terms and conditions contained in the said agreement dated April 12, 1946, and to make other portions thereof more specific and definite;

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

1. That the agreement between the parties dated April 12, 1946, together with all oral agreements heretofore made, shall be and the same are superseded and replaced by this agreement, and this written agreement shall constitute the entire agreement between the parties.

2. That the capacity of the said Hogchute Reservoir, which is located on the reservoir site above-described, to-wit: Six Hundred twenty acre feet, is hereby divided between the parties in the following percentages:

First party, ten per cent;
Second party, five per cent;
Third party, eighty-five per cent.

The parties shall have the perpetual right to store water in said reservoir for beneficial use up to the amount of capacity allotted to each. All storable inflows to said reservoir shall be credited to the parties in the above percentages unless the storage capacity herein allotted to any party is filled, and in such case, the storable inflow shall be pro-rated among the remaining parties. Water impounded in said reservoir may be withdrawn or held in storage by the parties or any of them up to the total amount impounded to the credit of each party.* No party shall have the right to withdraw from storage water impounded to the credit of another party. Evaporation and seepage losses shall be charged to the parties in proportion to the water impounded to the credit of each.

*No party shall have the right to retain water in storage in excess of the amount of water impounded to the credit of that party.

3. The third party agrees to offer for sale to other users in the Kannah Creek Watershed the right to the perpetual use of ten acre feet per annum of the water allocated to the third party, as heretofore described, and stored in said reservoir, at a price of \$611.10 per acre foot, which is 1/620th of the cost of the construction of the said reservoir, if the said purchaser will further agree to pay 1/620th of the reasonable and necessary cost of the operation and maintenance of the reservoir, per acre foot per annum, not including any special operation and maintenance costs which are required solely because of the municipal use of the water. At the option of the third party, this requirement as to the sale of ten acre feet of water may be fulfilled and performed by the sale of a portion of third party's Grand Mesa Reservoir Company stock instead of selling the water to be impounded in the said Carson Lake. If the said water is not purchased within ninety days after it is offered for sale by the third party, then the third party shall be relieved from all further necessity of selling the ten acre feet of water, and this portion of this agreement shall be fully performed. Such offer of sale shall be made by publication of Notice in the Daily Sentinel for one issue. Any such purchases of water shall be made subject to the provision that if 1/620th, per acre foot, of the annual reasonable and necessary cost of the operation and maintenance of the reservoir, is not paid within sixty days after a bill therefor is presented by the City of Grand Junction, then the City shall have the right to elect to withhold delivery of any water to the owner and to use the water until all past costs are paid, or to sell the water and apply the proceeds toward such costs.

4. It is further agreed that if the third party, within five years from the date hereof, should decide to enlarge the said reservoir, then the first and second parties, their heirs and assigns, shall have the same rights to the increased storage capacity and the waters impounded therein, which they have in the six hundred twenty acre foot reservoir, and the third party from its eighty-five per cent share of the additional storage will offer for sale to other Kannah Creek Water Users, from the additional water stored over and above the six hundred twenty acre feet, ninety acre feet of water, or any part thereof, which other Kannah Creek Water Users may purchase at the pro rata share of the actual cost of the enlargement of said reservoir plus the agreement to pay their pro rata share of the annual necessary operation and maintenance costs of the reservoir, not including any special operation and maintenance costs which are required solely because of the municipal use of water. The same provisions contained in paragraph 3 of this agreement concerning the manner of making the offer, acceptance, and enforcement of the payment of the reasonable and necessary cost of operation and maintenance, shall also apply to the sale of the proportion of the increased

storage capacity made possible by the enlargement. The rights of such purchasers, however, shall not be firm rights to the water, but their rights shall be proportionate to the amount of water stored over and above the first 620 acre feet, by reason of the enlargement.

5. It is further agreed that if the third party does not commence proceedings to enlarge the reservoir within the said five-year period, then the first party shall have the right to enlarge the said reservoir at any time within an additional five-year period, in accordance with plans and specifications to be approved by the third party and the State Engineer, and in a manner which will not unreasonably interfere with the quality of water or the use thereof for municipal purposes by the third party of its share of the original six hundred twenty acre foot capacity reservoir; and such enlargement in this event shall be at the cost and expense of the party of the first part and he shall be entitled to all of the additional storage capacity and the additional water stored therein, subject to the agreement of the first party that if he shall build such enlargement he will offer to the other water users in the Kannah Creek Water Shed the annual use of ninety acre feet of the additional stored water made available by the enlargement, in consideration of the payment to him of the pro-rata cost of the construction of said enlargement and the annual reasonable and necessary operation and maintenance costs thereafter. In the event the first party enlarges the reservoir within the time and in the manner described above, all storable inflows to said reservoir shall be credited first to the several parties in accordance with the percentages given in Paragraph 2, up to the limit of their respective shares in the capacity of the 620 acre foot reservoir. All storable inflows in excess of that required to fill the reservoir to a capacity of 620 acre feet, shall be credited to the first party.

6. The third party shall be the owner of the said reservoir, subject to the agreement as to the division of the capacity as herein provided, and it shall have the right to control the operation and maintenance of the same even though the reservoir should later be enlarged by the first party.

7. The first party and the second party shall each pay to the third party his proportionate share of the annual operation and maintenance costs, not including any special operation and maintenance costs which are required solely because of the municipal use of the water. If the first or second party fails to pay his proportionate share of the annual operation and maintenance costs within sixty days after receipt of a bill therefor, then the third party shall have the right to elect to refuse to deliver any water to the said party in default and to use the water for its own purposes until all past costs are paid, or to sell the water and apply the proceeds toward payment of the said costs.

This agreement shall be binding upon the parties and their

heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year first above written.

First Party

(SEAL)

Second Party

(SEAL)

CITY OF GRAND JUNCTION, COLORADO, A Municipal Corporation,
Third Party

ATTEST:

City Clerk

/s/By

City Manager

It was moved by Councilman Carson and seconded by Councilman Harris that the City Manager be authorized to sign the agreement with C. V. Hallenbeck and Mrs. Nevada Farmer on Hogchute Reservoir (Carson Lake). Roll was called on the motion with the following result: Councilmen voting AYE - Carson, Hoisington, Bagby, Harris and Harper. Councilmen voting NO - Colescott and Martin. A majority of the members voting AYE, the President declared the motion carried.

A proposed ordinance entitled, "An Ordinance Providing for the Licensing of Dogs and for the Regulation of all Dogs and Cats Within the Corporate Limits of the City of Grand Junction, Authorizing the Impounding and Destruction of Unlicensed and Vicious Dogs, Providing a Penalty and Repealing all Ordinances in Conflict Therewith", was brought up for consideration.

It was moved by Councilman Bagby and seconded by Councilman Martin that the proposed ordinance be thrown out and not passed. Roll was called on the motion with the following vote: Councilmen voting AYE - Bagby and Martin. Councilmen voting NO - Carson, Hoisington, Colescott, Harris and Harper. A majority of the Council voting against the motion, the motion was declared lost.

It was moved by Councilman Carson and seconded by Councilman Harris that Section 10 of the proposed ordinance limiting the number of dogs and cats to be kept by one person, be eliminated and the balance of the ordinance be re-numbered. Roll was called

on the motion with the following result: Councilmen voting AYE - Carson, Hoisington, Colescott, Harris and Harper. Councilmen voting NO - Bagby and Martin. A majority of the Councilmen voting AYE, the President declared the motion carried.

The ordinance was then read as amended and upon motion of Councilman Carson, seconded by Councilman Harris, was passed, adopted, numbered 774 and ordered published. Roll was called on the motion with the following result. Councilmen voting AYE - Carson, Hoisington, Colescott, Harris, and Harper. Councilmen voting NO - Bagby and Martin. A majority of the Councilmen voting AYE, the President declared the motion carried, and the ordinance duly passed and adopted as amended.

Mr. Colliton appeared before the Council and requested that the Kiwanis Club be paid at least a portion of the \$4,000 promised them by the City Council a few years ago, for the construction of their Youth Camp. It was moved by Councilman Carson and seconded by Councilman Hoisington that the City Manager be authorized to pay \$2,000 or more to Kiwanis for their Youth Camp. Roll was called on the motion with all members of the Council voting AYE. The President declared the motion carried.

City Manager Moore reported that there was some equipment left from the camp on Grand Mesa, such as stoves, hot water heaters, dishes, bunks, etc. and it was suggested that the Kiwanis Club be allowed to purchase this material for the sum of \$1.00. It was moved by Councilman Carson and seconded by Councilman Harris that the Kiwanis Club be allowed to purchase equipment from the Carson Lake camp for the sum of \$1.00. Motion carried. Mr. Colliton thanked the Council for their co-operation and for the money and equipment.

City Manager Moore reported that he had been in Denver on Monday and attended a conference between CAA officials and Mr. Moore, architect for the Airport Administration building. It appears that plans and specifications will be completed and submitted for a federal grant in about two weeks. It was moved by Councilman Bagby and seconded by Councilman Harris that City Manager Moore be authorized to advertise for bids for the construction of the airport Administration Building as soon as the plans have been approved by Federal agencies. Motion carried.

Mr. T. I. Moore, City Manager reported that after conferences with State Highway officials and Public Roads Officials, it did not appear that it would be possible to widen North Avenue this year and participate in federal funds. However, by pooling labor and equipment and engaging in a joint operation with the Colorado State Highway Department, North Avenue could be widened from 12th Street east to the City limits to forty feet and Highway 6-24 from the City limits east to Johnson's corner to 24 feet without federal aid. 3% gas tax funds would be used for this project.

President Harper reported on a meeting recently held with Mr.

Larson, Bureau of Reclamation, Salt Lake City on the Plateau Creek project. Mr. Larson had promised to do all he could to expedite this project through his office.

Councilman Carson, President Harper, City Manager Moore, and Mr. Bennett had participated in a ride and survey of Grand Mesa with Forest officials from Denver and Washington, and local Forest officials and a report was made on the condition of Grand Mesa insofar as it had been seen by the City men.

It was reported that the State Fish and Game Department will survey and appraise the Anderson ranch jointly with the Federal Wild Life Service in the next 30 to 45 days and make a firm offer for the purchase of the land.

Mr. Moore reported on rural water users for the June quarter and showed a loss of revenue to the City of \$1,370.08. It was moved by Councilman Carson and seconded by Councilman Hoisington that the City Attorney be authorized to draw up an ordinance changing the rates for outside use of water to double City rates. Motion carried.

It was moved by Councilman Carson and seconded by Councilman Harris that the City Attorney be authorized to bring the City charter up to date and have new charters printed. Motion carried.

It was moved by Councilman Carson and seconded by Councilman Bagby that the meeting adjourn. Motion carried.

/s/Helen C. Tomlinson
City Clerk