



WATER-RIGHT DOCKET

Lake Mead National Recreation Area

Docket No: 9

SURFACE WATER. BOULDER BEACH.

Preliminary Docket Information

03-20-1979: water resources/water rights

WATER RESOURCES/ADMIN. RECORD PRELIMINARY INFORMATION DATE: March 20, 1979

DOCKET (FILE) TITLE _____

REGION Western AREA Lake Mead National Recreation Area

SITE Boulder Beach

STATE Nevada COUNTY Clark DOCKET NO. WR #9

LOCATION T22S, R65E, Sec.15 MDEM

REGIONAL BASIN _____ LOCAL BASIN _____

ACQUIRED BY Reservation

APPLICATION _____ PERMIT _____ CERTIFICATE _____

ACTION DUE _____ PRIORITY _____ RESERVATION October 8, 1964

QUANTITY USED: _____ USE Irrigation, Public Supply, Sewage, Domestic

STATUS Active SOURCE Surface Water

REMARKS Hydrologic Unit #15010005.

NARRATIVE:

Construction of power and water system extensions to Boulder Beach for use in the picnic and beach areas were completed on July 3, 1958. According to a memorandum dated October 22, 1958, Mr. A. van V. Dunn felt that, as a result of his testimony in Arizona v. California, it was necessary to expedite the filing of water claims for sources within National Parks, Monuments, etc. Included in this docket (sent with the above memorandum) were irrigation studies of the Boulder Beach, Katherine, and Temple Bar Area of Lake Mead NRA. A drawing depicts a well situated adjacent to the campground for the irrigation of the immediate area as well as domestic use on the beach. A pipeline also runs from a 375,000 gallon reservoir to the Boulder Beach Campground; this reservoir is filled from the Boulder City Water Supply. The net area irrigated at Boulder Beach is 51.2 acres.

The Boulder Beach City Act required the Bureau of Reclamation to Deliver 3650 gpm to Boulder City, and in 1960 the two parties entered into a contract specifying such, along with an agreement providing the Park Service areas with water from the municipal supply. Construction for the improvement of the facilities started in 1966 and continued until 1971. In 1968 a water distribution system for emergency fire protection and a sewage disposal system were constructed, as well as the water supply for the Boulder Beach Visitor Center (see LAME WR #18). The sewage disposal system was extended to eight new campgrounds in 1971 and a domestic supply system was installed. An inclined well on Pyramid Island tapped water from Lake Mead and was run through a treatment plant before being delivered to all fourteen camping areas.

All water delivered to Boulder Beach originates in Lake Mead. There are no State filings on any of the systems - all should be covered by the reservation doctrine. The amount of water currently used at Boulder Beach is unknown.

Compiled by K. Kidder/T. Kern

Approved by _____

Administrative Agreements

UNITED STATES
 DEPARTMENT OF THE INTERIOR Contract 14-06-300-978
 BUREAU OF RECLAMATION dated January 4, 1960

BOULDER CANYON PROJECT
 Arizona-California-Nevada

Contract for the Delivery of Water

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UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Contract 14-06-300-978
dated January 4, 1960

BOULDER CANYON PROJECT
Arizona-California-Nevada

Contract for the Delivery of Water

1. THIS CONTRACT, made this 4th day of January, 1960, pursuant to the Act of Congress approved June 17, 1902 (32 Stat. 388), and acts amendatory thereof or supplementary thereto, all of which acts are commonly known and referred to as the Reclamation Law, and particularly pursuant to the Act of Congress approved December 21, 1928 (45 Stat. 1057), designated the Boulder Canyon Project Act (hereinafter referred to as "Project Act"), to the Act of Congress approved July 19, 1940 (54 Stat. 774), designated the Boulder Canyon Project Adjustment Act (hereinafter referred to as "Adjustment Act"), and to the Act of Congress approved September 2, 1958 (72 Stat. 1726), designated the Boulder City Act of 1958 (hereinafter referred to as "Boulder City Act"), between THE UNITED STATES OF AMERICA (hereinafter referred to as "United States"), acting through the Secretary of the Interior (hereinafter referred to as "Secretary"), represented by the officer executing this contract, his duly appointed successor or his duly authorized representative (hereinafter referred to as "contracting officer"), and BOULDER CITY, NEVADA, a municipal corporation organized and existing under the laws of the State of Nevada (hereinafter referred to as "Boulder City");

WITNESSETH THAT:

2. WHEREAS, pursuant to the provisions of the Boulder City Act, the Secretary is authorized to deliver water to Boulder City under terms and conditions therein stated; and

3. WHEREAS, Boulder City is desirous of entering into a contract for the delivery of water to it from Lake Mead; and

4. WHEREAS, the United States and the State of Nevada under date of March 30, 1942, entered into a "Contract for Delivery of Water" (Symbol and No. ILR-1399), as supplemented January 3, 1944, hereinafter collectively referred to as "Nevada contract";

5. NOW, THEREFORE, in consideration of the provisions, covenants and conditions herein contained, the parties hereto agree as follows, to wit:

Definitions

6. (a) The Colorado River Compact, herein referred to, is the compact or agreement signed at Santa Fe, New Mexico, November 24, 1922, pursuant to an act of Congress approved August 19, 1921, entitled, "An Act to permit a compact or agreement between the States of Arizona, California, Colorado, Nevada, New Mexico, Utah, and Wyoming respecting the disposition and apportionment of the waters of the Colorado River, and for other purposes", which Compact was approved in Section 13(a) of the Boulder Canyon Project Act.

(b) The term "Boulder City municipal area", as used herein, shall mean the tract of land particularly described in Section 2(c) of the Boulder City Act.

(c) The term "Boulder City storage tanks", as used herein, shall mean the two Boulder City water storage tanks transferred by the United States to Boulder City by quitclaim deed as of the date hereof.

Delivery of Water by the United States

7. (a) The United States will, from storage available in Lake Mead, deliver water to Boulder City, at the Boulder City storage tanks, at a maximum rate of delivery of three thousand six hundred fifty (3,650) gallons a minute, in accordance with the terms of the Nevada contract, except as otherwise provided herein, and subject to:

1. The availability of such water for use in the State of Nevada under the provisions of the Colorado River Compact and the Project Act.

2. Executive A, Seventy-eighth Congress, second session, a treaty between the United States of America and the United Mexican States, signed at Washington on February 3, 1944, relating to the utilization of the waters of the Colorado and Tijuana Rivers and of the Rio Grande from Fort Quitman, Texas, to the Gulf of Mexico, and Executive H, Seventy-eighth Congress, second session, a protocol signed at Washington on November 14, 1944, supplementary to the treaty, hereinafter referred to as the Mexican Water Treaty.

3. The express understanding and agreement by the City that this contract is subject to the condition that Hoover Dam and Lake Mead shall be used: first, for river regulation, improvement of navigation, and flood control; second, for irrigation and domestic uses and satisfaction of perfected rights in pursuance of Article VIII of the Colorado River Compact approved by Section 13(a) of the Boulder Canyon Project Act; and third, for power.

4. The other terms, conditions and provisions set forth in this contract.

(b) Water agreed to be delivered to Boulder City hereunder will be delivered continuously insofar as needed and insofar as capacity of the Boulder City storage tanks and reasonable diligence will permit.

(c) The United States reserves the right, for the purpose of investigation, inspection, maintenance, repairs and replacement or installation of equipment or machinery, to discontinue temporarily or reduce the amount of water to be delivered hereunder, but so far as feasible the United States will give Boulder City reasonable notice in advance of such temporary discontinuance or reduction. The United States, its officers, agents, and employees shall not be liable for damages when, for any reason whatsoever, suspensions or reductions in delivery of water occur.

(d) Subject to the terms, conditions, and provisions set forth herein, this contract is for permanent water service.

Measurement of Water

8. The water to be delivered to Boulder City hereunder shall be measured by measuring devices furnished, installed and maintained by the United States in the works which are used by the United States to convey water from Lake Mead to the Boulder City storage tanks. The quantities of water so measured shall be deemed to be the quantities delivered hereunder to Boulder City; provided, however, if for any reason the said measuring devices are not installed, or if said measuring devices, subsequent to their installation, for any reason fail, in the opinion of the contracting officer, to operate satisfactorily, the contracting officer shall, from the best information available, estimate the amount of water received hereunder by Boulder City and such estimate, which shall be furnished to Boulder City, shall be used as the basis for the charges provided for in Article 10 hereof.

Receipt and Use of Water By Boulder City

9. Boulder City shall receive the water to be delivered to it by the United States under the terms hereof at the points of delivery specified in Article 7(a) hereof. Said water shall be used only for domestic, industrial and municipal purposes within the Boulder City municipal area.

Charge for Water

10. During the Hoover Dam cost-repayment period, the United

States will make no charge under the Nevada contract for the water delivered hereunder. Thereafter, charges for water will be made and paid upon such basis as may be prescribed by the Congress.

Operation and Maintenance

11. The United States will retain, operate and maintain that part of the existing water supply system extending from Hoover Dam to, but not including, the Boulder City storage tanks, and will use such works, hereinafter called "retained works", to supply water to Boulder City, hereinafter called "Boulder City water", and also to supply water, hereinafter called "Federal water", to other persons or entities, including, without limitation, all Federal agencies, activities, and installations now or hereafter located in or near the Boulder City municipal area.

Apportionment and Payment of Costs

12. (a) During such period or periods when Boulder City receives any assistance within the meaning of Section 9 of the Boulder City Act and this Article, all costs of operation and maintenance of the retained works, including amortization and replacement thereof, but excluding the costs referred to in Article 12(c) hereof for filtration and treatment of water, shall be allocated to Boulder City. In addition, Boulder City shall furnish and deliver, under standards of service not less favorable than those accorded other users, such quantities of treated water from the portion of the Boulder City water system transferred by the United States to Boulder City by quitclaim deed as

of this date, as may reasonably be required and requested by the United States for the construction, operation and maintenance of any Federal agency, activity or installation now or hereafter located in the aforesaid Boulder City municipal area and, for any month in which water is so delivered, the United States will pay Boulder City therefor, (upon the rendition of bills to be submitted not more frequently than once a month), an amount equal to that portion of the costs allocated to Boulder City, pursuant to Article 12(c) hereof, for such month, which bears the same ratio to such costs as the quantity of treated water so furnished and delivered to the United States bears to the quantity of water so furnished and delivered to the United States and to all other water users from said portion of the Boulder City water system during such month; provided, that, the quantity of treated water so delivered to the United States shall be measured by metering devices furnished, installed, and maintained by Boulder City, except in any instance where the United States exercises the right, reserved hereby, to furnish, install, and maintain its own meter, which shall then be utilized for the purpose of measuring the quantity of water so delivered to the United States; provided, further, however, that for the remainder of the Fiscal Year ending June 30, 1960, the United States will estimate the aforesaid costs, as well as the costs referred to in Article 12(c) hereof for filtration and treatment of water, and, in accordance with the provisions of Section 6(e) of the Boulder City Act, will, from the unobligated balances from appropriations

available for municipal operations of Boulder City, retain an amount sufficient to cover all such costs. Immediately after June 30, 1960, the United States will compute the actual costs of the foregoing and either transfer to Boulder City the unexpended portion of such retained funds or bill Boulder City for the amount by which the actual costs exceed the estimated costs and Boulder City shall forthwith pay such bill. For each fiscal year thereafter, commencing with the fiscal year starting July 1, 1960, during which Boulder City receives any assistance as hereinabove referred to, the United States will furnish an estimate to Boulder City on or before the March 15 preceding said July 1 of the aforesaid costs of the retained works, including the costs of the Boulder City filtration plant and pumping facilities located therein, which are allocated to the United States, and whenever in any such year said costs reach or exceed One Hundred Fifty Thousand Dollars (\$150,000), the United States will on or before the fifteenth day of July following the end of each said fiscal year in which such costs exceed One Hundred Fifty Thousand Dollars (\$150,000), submit bills to Boulder City for the amount in excess of One Hundred Fifty Thousand Dollars (\$150,000), and Boulder City will pay said bill on the first day of August next succeeding; provided, further, that for any such year in which both of the following two conditions occur, (a) said costs reach or exceed One Hundred Fifty Thousand Dollars (\$150,000), and (b) the use of Federal water in any one month of said year shall exceed by fifty percent (50%) the maximum use of Federal water for the month of August, 1959, all as established by the contracting officer, only that portion of the aforesaid costs in excess of One

Hundred Fifty Thousand Dollars (\$150,000) shall be allocated to and paid by Boulder City which bears the same ratio to such total costs as the quantity of Boulder City water bears to the total quantity of Boulder City water and Federal water. The United States will bill Boulder City on or before the fifteenth day of July following the end of said fiscal year in which both of the aforesaid two conditions shall have occurred, and Boulder City shall pay said bill on the first day of August next succeeding; provided, further, that the aforesaid amount of One Hundred Fifty Thousand Dollars (\$150,000) shall be adjusted to reflect any change in said amount made hereafter by the Congress of the United States.

(b) At such time as the assistance referred to in Article 12(a) hereof ceases, the portion of the total costs of operation and maintenance of the retained works (including provision for amortization and replacement, but excluding the costs referred to in Article 12(a) hereof) which bears the same ratio to such total costs as the quantity of water delivered to Boulder City bears to the total quantity of water delivered to Boulder City and to said Federal agencies, activities, and installations from said retained works, all as determined by the contracting officer, shall be allocated to and paid by Boulder City. The United States will submit monthly bills to Boulder City for Boulder City's share of such costs by the fifteenth day of each month immediately following the month during which water is supplied and such costs are allocated to Boulder City, and payment thereof shall be due the United States on the first day of the month immediately succeeding. During this time Boulder City shall furnish all Federal agencies, activities,

and installations now or hereafter located in the Boulder City municipal area with treated water from that portion of the Boulder City water system transferred to Boulder City by quitclaim deed this day at such rates and under such standards of service not less favorable than those accorded other users.

(c)(1) The costs incurred by the United States in or for the operation and maintenance, including provision for amortization and replacement, of the Boulder City filtration plant and the facilities located therein, including pumping facilities, all as determined by the contracting officer, shall be allocated to Boulder City and the United States, respectively, on the following basis and in the following percentages:

	<u>Boulder City</u>	<u>United States</u>
Cost of electric energy used at the filtration plant, including energy for pumping water to the Boulder City storage tanks	60%	40%
Amortization of the reimbursable costs assigned by the contracting officer to facilities for pumping water to the Boulder City storage tanks	60%	40%
Amortization of the reimbursable costs assigned by the contracting officer to facilities for filtration and treatment of water	100%	-

	<u>Boulder City</u>	<u>United States</u>
The annuity required for replacement of the pumping facilities	60%	40%
The annuity required for replacement of the facilities utilized in connection with the filtration and treatment of water	100%	-

Seventy-five percent (75%) of the labor costs incurred by the United States at the filtration plant shall be deemed to be incurred in connection with the filtration and treatment of water and shall be allocated to Boulder City and the remaining twenty-five percent (25%) of said labor costs shall be deemed to be incurred in connection with the operation and maintenance of the pumping facilities in the filtration plant and shall be allocated to the United States. The cost of miscellaneous supplies and expenses incurred in connection with the foregoing shall be allocated, to the extent possible in the discretion of the contracting officer, to the purposes or function served thereby, i.e., filtration and treatment or pumping, and if, in the opinion of the contracting officer, said costs cannot be otherwise allocated, they shall be allocated seventy-five percent (75%) to Boulder City and twenty-five percent (25%) to the United States.

(c)(11) Boulder City is accorded the option to have the water supplied to it by the United States hereunder delivered directly to the Boulder City storage tanks without going through the Boulder City filtration plant; provided, however, that the exercise of said option is subject to and such change in the method of delivery shall

be made by the United States only on condition that:

1. Boulder City pay all costs required, in the opinion of the contracting officer, to effect said change in the method of delivery;
2. Boulder City assume all responsibility for filtration and treatment of the water so delivered directly to the storage tanks;
3. Boulder City release the United States from any liability and responsibility whatsoever for any lack of fitness of such water for any use thereof intended by Boulder City;
4. Boulder City shall nevertheless remain liable for payment of the amortization costs of the Boulder City filtration plant and the facilities located therein to the same extent as provided in Article 12(c)(1) hereof;
5. Boulder City shall relinquish and surrender to the United States all claim to said filtration plant and to any facilities located therein and to the use of said plant or any of the facilities therein and to any proceeds derived by the United States from any disposition thereof, except to the extent that such proceeds serve to reduce the unamortized costs of said plant and facilities as allocated by the contracting officer to Boulder City hereunder.

(c)(iii) Costs allocated to Boulder City in accordance with the foregoing shall be paid by Boulder City whether or not Boulder City receives any assistance within the meaning of Section 9 of the Boulder City Act and as hereinabove referred to in Article 12(a). Commencing July 1, 1960, the United States will submit bills to Boulder City by the fifteenth day of each month immediately following the month during which such costs were incurred or charged by the contracting officer, and Boulder City shall make payment therefor on the first day of the month immediately succeeding.

(d) At the end of each period of five years after the date of incorporation of Boulder City, the United States shall investigate the need for continuation of all or part of the assistance to Boulder City provided under Section 9 of the Boulder City Act and shall report its findings and recommendations to the Congress as soon thereafter as practicable.

(e) If any of the charges specified in subdivisions (a) (b), and (c) of this Article are not paid when due, an interest charge of one percent (1%) of the amount unpaid shall be added thereto, and thereafter an additional interest charge of one percent (1%) of the principal sum unpaid shall be added on the first day of each succeeding calendar month until the amount due, including such interest, is paid in full.

Priority of Claims of the United States

13. Claims of the United States arising out of this contract shall have priority over all others, secured or unsecured.

Contingent Upon Appropriations or Allotments of Funds

14. The expenditure of any money or the performance of any work by the United States herein provided for, which may require appropriations of money by Congress or the allotment of funds, shall be contingent upon such appropriations or allotments being made. The failure of Congress so to appropriate funds or the failure to make an allotment of funds shall not relieve Boulder City from any obligation under this contract and no liability shall accrue against the United States, its officers, agents, or employees in case such funds are not appropriated or allotted.

Rights Reserved Under Section 3737, Revised Statutes

15. All rights of action for breach of any of the provisions of this contract are reserved to the United States as provided in Section 3737 of the Revised Statutes of the United States.

Remedies Under Contract Not Exclusive

16. Nothing in this contract shall be construed as in any manner abridging, limiting, or depriving the United States or Boulder City of any means of enforcing any remedy either at law or in equity for the breach of any of the provisions hereof which it would otherwise have. The waiver of a breach of any of the provisions of this contract shall not be deemed to be a waiver of any provision hereof, or of any other or subsequent breach of any provision hereof.

Interest in Contract Not Transferable

17. No interest in this contract is transferable by Boulder City to any other party, and any such attempted transfer shall cause this contract to become subject to annulment at the option of the United States.

Discrimination Against Employees or
Applicants for Employment Prohibited

18. In connection with the performance of work under this contract, Boulder City agrees not to discriminate against any employee or applicant for employment because of race, religion, color, or national origin. The aforesaid provision 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. Boulder City agrees to post hereafter in conspicuous places, available for employees and applicants for employment, notices to be provided by the Regional Director setting forth the provisions of the nondiscrimination clause. Boulder City further agrees to insert the foregoing provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

Officials Not to Benefit

19. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise herefrom; but this restriction shall not be construed to extend to this contract if made with a corporation or company for its general benefit.

Covenants Against Contingent Fees

20. Boulder City warrants that no person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial agencies maintained by Boulder City for the purpose of

including payment. In case of violation of this warranty, the United States shall have the right to annul this contract without liability or in its discretion to require Boulder City to pay, in addition to the contract price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed the day and year first above written.

THE UNITED STATES OF AMERICA,

By *asunt*
Acting Regional Director
Region 3
Boulder City, Nevada
BOULDER CITY, NEVADA

Witness:

Laraine H. Kautz
City Clerk

By *Robert H. Beallert*
Mayor



IN REPLY REFER TO:

154
LAME

UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
Southwest Region
Santa Fe, New Mexico

OCT 18 1962

Memorandum

To: Chief, Western Office of Design and Construction
From: Acting Regional Director
Subject: Contract No. 14-06-300-978 - Water Delivery Contract -
Boulder Canyon Project, Lake Mead National Recreation Area

Enclosed is a copy of the subject water delivery contract. We have inserted this in our Water Rights Docket No. 9, Lake Mead National Recreation Area, and are sending you this copy for insertion in your docket.

By copies of this memorandum we are requesting the Superintendent, Lake Mead, to place this material in his Water Rights Docket No. 9.

A. M. Koehler
Acting Regional Director

In duplicate

Enclosure (1 set)

Copy to: Director (2) w/o enclosure
Supt., Lake Mead w/o enclosure

W O D O	
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**Lake Mead National Recreation Area
Boulder City, Nevada**

L54

September 25, 1962

Memorandum

To: The Director
From: Superintendent, Lake Mead
**Subject: Contract No. 14-06-300-978 - Water Delivery
Contract - Boulder Canyon Project, Lake Mead
National Recreation Area**

**Pursuant to Chief, Branch of Water Resources memorandum of
August 29, 1962, a copy of the subject contract is enclosed.
A copy of the contract is also being sent to the Regional Director,
Southwest Region, by copy of this memorandum.**

**Charles A. Richey
Superintendent**

Enc.

Copy to: Regional Director, Southwest Region w/copy of contract

LAKE MEAD - BOULDER BEACH - IRRIGATION AREAS					
Location	Gross Area	Net Irrigation Area	% of Gross Area to be Irrigated	@ 5 AF/A/an	@ 8 AF/A/an
A. Trailer and Temp.Housing	3.00 acres	1.31 acres	44%	6.55	10.48
B. Residential	8.45 acres	3.26 acres	39%	16.30	26.08
C. Lodge	32.15 acres	19.79 acres	62%	98.95	158.32
D. Parking	12.64 acres	7.44 acres	59%	37.20	59.52
E. Campground	10.83 acres	6.32 acres	58%	31.60	50.56
F. Campground Extensions	15.23 acres	10.08 acres	66%	50.40	80.64
G. Trailer	14.57 acres	3.00 acres	21%	15.00	24.00
TOTAL	96.87 acres	51.20 acres	53%	256 AF	409.60 AF

13425-CBL

3	Superintendent	<i>CMB</i>
1	Asst. Supt.	<i>WLB</i>
	Adm. Officer	
3	Chief Engineer	<i>CMB</i>
	Naturalist	
	Gen. Foreman	
2	Engineer	<i>CMB</i>
4	Asst. Eng.	<i>WLB</i>
	FILE	<i>Ozgy</i>
	PREF. E. & L.	<i>WLB</i>
	COMMENTS	
	NECESSARY ACTION	
	SEE	

February 13, 1959

Memorandum

To: Regional Director, Region Three

From: Chief, Water Resources Section

Subject: Boulder Beach Water System, Part I-Domestic Supply,
Docket 9, Lake Mead

The attached copy of the letter of February 10 to Senator Bible from Mr. Aandahl is to be placed in Part I of the subject docket. Although written in connection with another subject, this letter supplies valuable information on the municipal water system from which the Boulder Beach water supply is obtained.

SIGNED

A. van V. Dunn
Chief, Water Resources Section

Attachment

Copy to: Superintendent, Lake Mead, w/c attachment
Chief, WDC, w/c attachment



COPY

11425

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF THE SECRETARY
WASHINGTON, D. C.

Feb. 10, 1959

Dear Senator Bible:

We have now received a rather detailed report from the Bureau of Reclamation in regard to the problems associated with attempting to tap the line supplying water from Lake Mead to Boulder City about which you inquired on November 20, 1958. The following information will supplement our letter to you of July 2, 1956, with attached copy of our letter of January 4, 1954, to Mr. Jack A. Richardson.

Boulder City is supplied water from Lake Mead by pumping up to a booster pump, from where the water is relifted to two 2,000,000-gallon storage tanks at Boulder City for distribution. The first waterline was installed in 1932, using a 12-inch steel pipeline with three pumps at the dam, each rated at 600 gallons per minute. There were three similar pumps installed in the relift pumping plant between the dam and Boulder City. That steel pipeline has given excellent service, but it has deteriorated to the point where considerable maintenance is required. In 1948 a supplemental water-supply line was constructed, using a 14-inch (outside diameter) steel pipe and three 1,000-gallon-per-minute pumps at the dam and similar pumps at the booster pumping plant. This line, along with a 92,000-gallon supply tank near the relift plant, delivers water to the Boulder City receiving tanks.

At present the water-supply system is operated principally through the line constructed in 1948. It has been found that under normal conditions the newer supply line will furnish necessary water for Boulder City. The old line (constructed in 1932) has not been operated continuously, due to its age. The 4,000,000-gallon storage capacity available for Boulder City also has made it possible to eliminate continuous operation of the new line. During winter months one pump is usually operated 8 hours a day, which is sufficient to supply the City's needs. There are times during the winter when the pumping plants are not operated for two or three days at a time. The old line is operated only when it is necessary to supply water to the warehouse just above Hoover Dam, or during such times as the new line is not operating we supply the National Park Service with water through the old line.

The old water line is located along the highway between Hoover Dam and Boulder City, and along the property line of the establishment desiring water. It is readily accessible to the

establishment but, as pointed out above, the pipeline is used only intermittently. To supply continuous flow of water through this old line would require the continuous operation of the pumping plant and probably considerably more maintenance on the pipeline than we have heretofore been required to do.

The newer pipeline constructed in 1948 parallels the railroad between Hoover Dam and Boulder City, and at the nearest point is approximately 1,400 feet from the establishment desiring service. As pointed out above, we do not continually maintain the water supply under pressure in this pipeline, due to the availability of storage in Boulder City. During the winter months, operation of the pumping system is required only about 8 hours each day, with no pumping operation at all some days. The pressure maintained in the newer pipeline between Hoover Dam and the booster pumps is not sufficient to deliver water to the establishment; therefore a booster pump would be required.

In order for us to supply water to the establishment desiring service, Reclamation would have to keep pumps operating probably on a 24-hour basis, for the purpose of supplying the very small quantity of water desired by the establishment, or the establishment would have to build a storage tank and pumping plant. The water delivered would be raw water. Before using the water in Boulder City it is filtered and chlorinated.

The Boulder City Act required the Bureau of Reclamation to deliver 3,650 gallons per minute at the receiving tanks. This and the commitment to the National Park Service and the Bureau of Mines makes the total requirement of nearly 4,000 gallons per minute. The present system can meet that demand by occasionally using the old pipeline; however, use of the old pipeline is not desirable. Any additional requirement on the Reclamation system will naturally increase the use of the older pipeline.

History of the Boulder City Act is interpreted to reserve all capacity in the existing system for Boulder City and agencies of the Department. See particularly Sections 9 (a) and 9 (d) of the Act. The City Manager recently refused an applicant permission to construct a pipeline extension from the Boulder City system to Railroad Pass to supply a proposed major motel development as part of the expansion program of Railroad Pass Casino. Service to the Goldstrike Inn would establish a precedent for other services outside the Boulder City Municipal Area.

It seems that the owners of the Goldstrike Inn may not have considered fully the cost involved in tapping one of these lines. The State Health Department probably would require a chlorinating and filtering plant at the site. A storage tank that would hold sufficient water to carry them over several days when the pumps are inoperative would also require considerable capital outlay. Pumps, waterlines, valves, gages, and other appurtenances would add still more to the costs. In addition to our feeling that Reclamation should not be obligated to serve the applicant, due to other commitments, it is our opinion that the tapping of either of the two supply lines is not practical or economically feasible.

We have also discussed this matter again with representatives of the National Park Service who advise that they have long range plans for acquiring the site (formerly a mining claim) which is an in-holding in the Lake Mead National Recreational Area. Legislative authority for such acquisition was contained in S. 1084 which you introduced in the 85th Congress. National Park Service representatives also advise that the present development of the in-holding is not compatible with part of the Mission 66 plan.

Sincerely yours,

/s/ Fred G. Aandahl

Assistant Secretary of the Interior

Hon. Alan Bible
United States Senate
Washington 25, D. C.

L54-OBL

October 22, 1958

Memorandum

To: Regional Director, Region Three
 From: Chief, Water Resources Section
 Subject: Water Rights, Dockets 9, 10 and 11, Lake Mead

With copies of this memorandum we are distributing folders for the subject dockets as follows:

Docket No. 9 Boulder Beach

PART I - Domestic Supply
 No contents

PART II - Irrigation System
 1. Drawing 6979 - Irrigation Study
 2. Table with gross and net areas of irrigation and water demand at 5 and 8 AF/Acre/annum

Docket No. 10 Katherine Area

1. Drawing 6980 - Irrigation Study
 2. Table with gross and net areas of irrigation and water demand at 5 and 8 AF/Acre/annum
 3. Water System Completion Report of 1/24/58

Docket No. 11 Temple Bar Area

1. Drawing 6981 - Irrigation Study
 2. Table with gross and net areas of irrigation and water demand at 5 and 8 AF/Acre/annum

Also attached are three extra prints of Drawing 6979, 6980, and 6981. The drawings have been prepared for interim record and study purposes. The extra prints are for you to refer to the office which can supply the corrections and extras needed for water right applications, of which a part will be either in narrative form, or preferably on the standard forms which should be obtained from the State Engineer of Nevada, and Water Division of Arizona Land Department.

WESTERN OFFICE	
DESIGN & CONSTRUCTION	
OCT 27 1958 A.M.	
CHIEF	
ADMIN. ASSIST.	
PERSONNEL	
PLANS & PROG.	
SAFETY	
ARCHITECT	
ENGINEER	3 10/27/58
LAND. ARCH.	1 10/27/58
ACTION TAKEN--DATE	

As a result of my testimony in Arizona vs. California, we should expedite the filing of water claims. I am also interested in determining the extent to which the ultimate water demand for all areas in each state may agree with or exceed the estimates to which I testified. An unnumbered and undated work order under Account 14X1035 (0343), General Ledger Account 102.4 should be prepared and submitted for approval as soon as engineering personnel can be provided by one of the three offices to whom the dockets are sent.

The first problem is to get the areas located by sections, with ties to section corners, and complete the plans and descriptions of the existing and proposed one or more water systems. These descriptions should include pump units, pump lifts and gradients, and sizes and capacities of the pipelines and any ditches.

We also need the estimated ultimate water demands for domestic, irrigation, and other purposes, with justifications based on permanent and transient population, net irrigated areas and water demand per acre per year of irrigation, and demands for any other purposes which are not included under those two purposes.

The irrigated areas are given by units A, B, C, etc., and the net areas has been determined by deducting roads, buildings and such spaces from the gross outlined areas. I visited the Boulder Beach area just after testifying in May, and decided that I may have been unduly conservative in the irrigation estimates I gave for 1966 and 1975, because I did not realize how much the irrigated area had been developed since my last previous trip. However, the thriving trees also give a deceptive idea of possibly excessive irrigated areas because they hang over the paved areas. If possible, we should tabulate the annual amount of water which has actually been used on the areas which are now under irrigation, and divide the amounts by the portions of net areas which have already been irrigated, to obtain a unit value for the other areas which are not yet developed.

It may be well to have a preliminary exchange of ideas on this program before estimates are completed as work orders. I shall appreciate comments on any other features which come to your mind.

We do not have to consider the municipal supply at Boulder Beach except as the records can supplement the shorter records for the irrigation well.

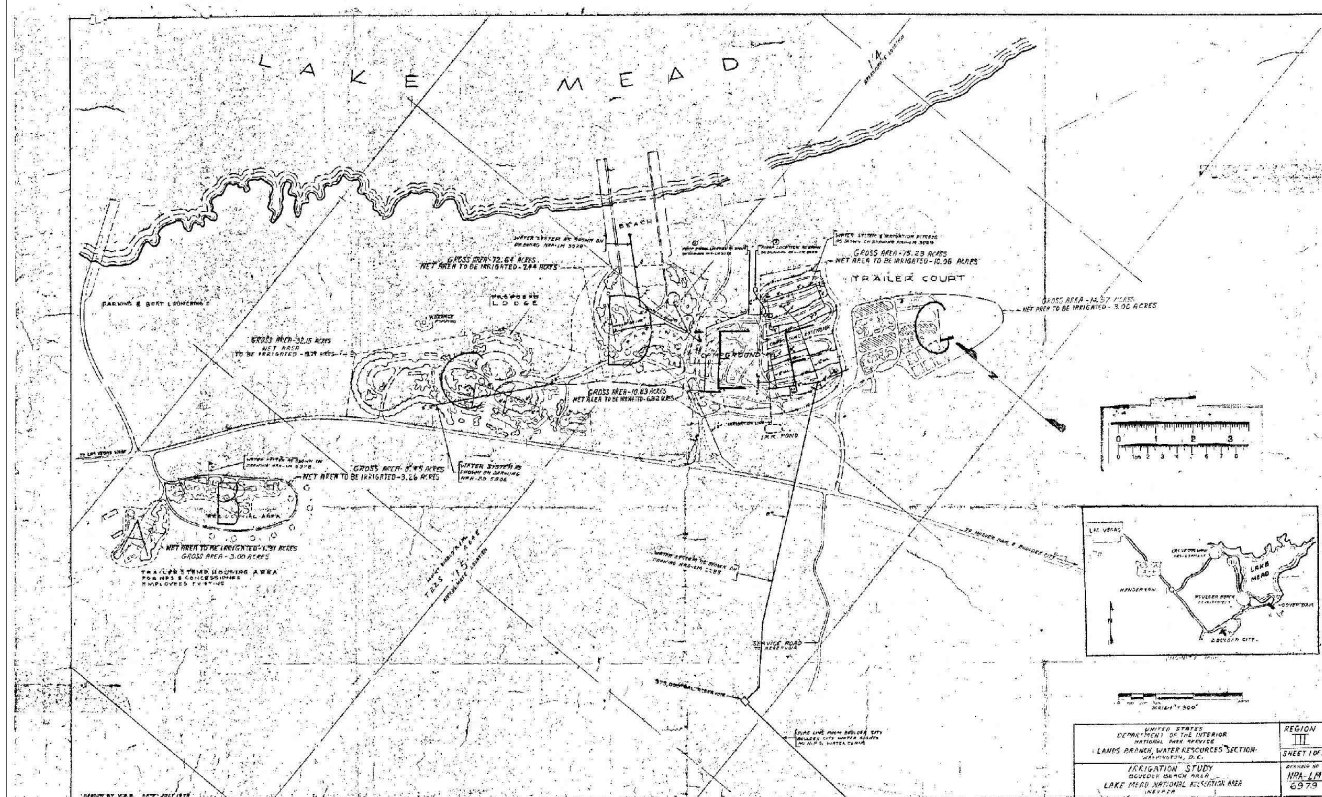
SIGNED

A. van V. Dunn
Chief, Water Resources Section

Attachments 12

Copy to: Superintendent, Lake Mead, with 3 attachments

Chief, WODC, with 3 attachments — *Not returned to file*



Docket Information

Number of Documents in Docket 28

Documents Dated from 7/15/1958 to 3/20/1979

Docket Compiled: 4/20/2011