Colorado National Monument

Docket No: 1

TOWN OF FRUITA WATER SYSTEM.

Preliminary Docket Information

05-22-1894: water docket information; may 22, 1894

WATER DOCKET INFORMATION

AREA COLORADO N. M.

DOCKET NO. 1

APPLICATION NO.

PERMIT NO.

CERTIFICATE NO.

TITLE OF DOCKET FRUITA PIPELINE

PRIORITY 5/22/1894,etc

REMARKS: FILINGS 141, 186, 5430, 15,486, 15,998, 16,998 decreed right
NPS INTERESTS EQUAL 10% BY CONTRACT I-LP-3960

WATER RIGHT RECORD

Park: COLM

Docket Number:
Federal #1

IDENTIFICATION NO: COLM AF01

DITCH/WATER SYSTEM: Town of Fruita Water System

SOURCE OF SUPPLY:

LOCATION:

WATER RIGHT:

Appropriator: United States of America, National Park Service

Application/Permit Number:

Certificate Record Number:

Date of Priority: May 15, 1909

Quantity of Water: 0.1078 c.f.s. (10% of the pipe line flow)

Purpose: Domestic

Irrigated Land Description:

SUMMARY OF STATUS: This is a Federal water right consisting of a pipe line and distribution system.

A contract between the United States and the Town of Fruita was executed June 1, 1935.

Fruita owns 51 Colorado State inches of water.

Colorado National Monument
Water Right Docket #1
Outline of Assembly - Correspondence

1. Memorandum to Superintendent, Mesa Verde from Hydraulic Engineer, September 3, 1941

2. Memorandum to Mr. Wirth from Chief Counsel, September 11, 1941

3. Memorandum to Coordinating Superintendent, Mesa Verde from Superintendent, August 26, 1949

4. Memorandum to Regional Director from Chief, Water Resources, July 19, 1955

5. Memorandum to Regional Director from Acting Chief, Water Resources, August 28, 1957

6. Memorandum to Regional Director from Chief, Water Resources, February 11, 1958

7. Memorandum to Chief, WODC from Acting Assistant Regional Director, December 6, 1962

8. Memorandum to Superintendent from Hydraulic Engineer, February 8, 1963

9. Memorandum to Regional Director from Acting Chief, Division of Lands, April 2, 1963

COLORADO NATIONAL MONUMENT

DOCKET No. 1

(This index prepared Feb. 6, 1963 in Midwest Regional Office)

PART I - Water Claims of Town of Fruita

1. Map of the Fruita Pipe Line, consisting of a series of 4, numbered 1 - 4 inclusive.
2. Report of Water System, Town of Fruita, December, 1955, by C. H. Jex, Engineer (26 pages).

PART II - Fruita Pipe Line Right of Way in Colorado National Monument

1. Fruita Water Rights, signed by Town of Fruita by James S. Orr, Mayor.
2. Agreement, I-lp-3960, between Department of the Interior and Town of Fruita. (2 pages)
3. Memorandum, September 3, 1941, for Supt. McLaughlin, Mesa Verde National Park, signed by A. van F. Dunn, Hydraulic Engr. (4 pages).
4. Memorandum for Mr. Wirth, Sept. 11, 1941, by G. A. Moskey, Chief Counsel.
5. Profile of the Fruita Water Works, Fruita, Colo., No. NM-COLO-9800, consisting of 3 sheets, numbered 1 - 3, incl.
6. Dwg. No. NM-COLO-9801, Water Resources Branch, showing settling basins, Nos. 1 and 2.
7. Special Use Permit, No. I-22np-57 (cy. in 3 pages) w/cy. of Dwg. No. NM-COLO-4952, Vicinity Map, Colorado National Monument.
8. Memo. Aug. 26, 1949, to Coordinating Supt., Mesa Verde National Park, /s/ by Russell L. Mahan, Supt. (2 pages).

PART III - Definition of Federal Interest in Water

1. Dwg. No. NM-COLO-6950, Water Supply Systems, Colorado National Monument.
2. April 15, 1948, Fruita Pipe Line, Definition of NPS Interest
3. Completion Report of Construction Project, w/Narrative Statement
4. Chemical Analysis of Water, Sample No. 277

Colorado National Monument

Fruita Pipe Line Interests

Water Right Deed 8

Outline of Assembly

Part I - Water Claims of Town of Fruita:

A. Profile of the Fruita Water Works, NM-COL-9800 in 3 sheets.
B. Map of the Fruita Pipe Line with Statement of Claim, in 4 sheets.

Part II - Fruita Pipe Line Right of Way in Colorado National Monument:

A. Map of Water Supply Systems, Colorado National Monument, No. NM-COLO-6950.
B. Agreement No. I-1p-3960, dated June 1, 1935, between Oscar Chapman, Assistant Secretary of the Interior, and the Town of Fruita, covering use of land in Colorado National Monument, in exchange for water service to the Monument.
C. Map of Water Works Extension to Settling Basin No. 2, Drawing No. NM-COLO-9801.
D. Special Use Permit No. I-22hp-57, August 1, 1949, to July 31, 1950, authorizing use of Federal land for pipe line extension to Settling Basin No. 2.

Part III - Definition of Federal Interest in Water:

A. Memorandum of September 3, 1941, for Superintendent McLaughlin from A. van V. Dunn, giving preliminary interpretation of Federal interest.
B. Memorandum of September 11, 1941, for Mr. Wirth as CCC coordinator, from Mr. Moskey, transmitting a copy of Mr. Dunn's memorandum of September 3, 1941, as suggestion that water used at CCC camp should come within NPS quota of 10% of pipe capacity if metered. (CCC camp no longer exists.)
C. Definition of NPS Interest by A. van V. Dunn, dated April 15, 1948.
D. Memorandum of August 26, 1949, for Coordinating Superintendent, from Superintendent Mahan, explaining further details of water system extension and possible effect on NPS interest.

DOCKET INFORMATION SHEET

Docket Identity	COLM
Region	ROCKY MOUNTAIN
Area	COLORADO NATIONAL MONUMENT
Site	TOWN OF FRUITA WATER SYSTEM
State	COLORADO
County	MESA
Docket	COLM WATER RIGHT DOCKET 1
Location	
Acquired by	
Application	
Permit	
Certificate	
Priority	
Reservation	MAY 24 1911
Status	ACTIVE FEDERAL
Source	
Use	DOMESTIC
Quantity	100 % OF PIPELINE FLOW
Hydrologic Unit	14010005
Remarks	CONTRACT BETWEEN THE UNITED STATES AND THE TOWN OF FRUITA WAS EXECUTED ON JUNE 1, 1935

DEPARTMENT OF THE INTERIOR

WASHINGTON

Montrose 03677

FINAL PERMIT INVOLVING POWER

Act of February 15, 1901 (31 Stat., 790).

Regulations of March 1, 1918.

APPLICANT:

Town of Fruita, Colorado.

PRINCIPAL WORKS:

Reservoir, pipe lines, ditch, and power house.

LOCATION:

T. 1 N., R. 2 W., Ute Meridian; T. 11 S., Rs. 101 and 102 W., Ts. 12 and 13 S., R. 102 W., Sixth Principal Meridian, Colorado.

PURPOSE OF OCCUPATION AND USE OF PUBLIC LANDS:

Construction, operation and maintenance of specified works for municipal water supply, generation of electric power for municipal purposes, and irrigation.

DATE OF INITIATION OF PRIORITY:

May 15, 1909.

DATE OF INITIATION OF VALID RIGHTS AS AGAINST OTHER CLAIMANTS:

May 15, 1909.

Agreement

The Town of Fruita, hereinafter called the permittee, a municipal corporation organized and existing under and by virtue of the laws of the State of Colorado, having heretofore filed in the Department of the Interior an application, designated Montrose 03677 and hereinafter called the final application, including the following exhibits:

Exhibit A. Copy of articles of incorporation.

Exhibit B. True list of officers.

Exhibit C. Certificate of no change in laws.

Exhibit D. Maps of location and plans of structures as follows: Map of Location in one sheet, bearing the affidavit of Fred Lowenhagen, Engineer, dated March 27, 1909, and certificate of W. C. Osborn, Mayor, attested by E. L. Penfield, Town Clerk, filed in the United States Land Office at Montrose, Colorado, May 15, 1909.

Exhibit E. Field notes of survey.

Exhibit F. Estimates and data.

Exhibit G. Evidence of water appropriation.

said final application having been made for the purpose of obtaining permission to occupy and use certain lands under the jurisdiction of the Department of the Interior for the purposes of the act of Congress approved February 15, 1901 (31 Stat., 790), for the construction, operation, and maintenance of certain works, said lands and works being more particularly described in and located and shown by the final application, does hereby amend said final application to include this agreement and furthermore does hereby covenant and agree, in consideration

of and as a prerequisite to the giving of the permission applied for in the final application as thus amended, such permission being hereinafter called the final permit, that the conditions of the final permit, each and every one of which shall at all times be binding on the permittee, are as follows:

Section 1. The following terms, wherever used in this agreement, shall have the respective meanings in this section assigned to them:

(a) "Interior Department lands" means lands under the jurisdiction of the Department of the Interior for the purposes of the act of Congress approved February 15, 1901 (31 Stat., 790).

(b) "Secretary" means the Secretary of the Interior.

(c) "Municipal purposes" means and includes all purposes within municipal powers as defined by the charter of the municipal corporation, where any such purpose is directly pursued by the municipal corporation itself with the primary object of promoting the security, health, good government, or general convenience of its inhabitants.

Section 2. The final permit shall be subject to and the permittee shall be governed by the provisions of the act of Congress approved February 15, 1901 (31 Stat., 790), and to the regulations thereunder fixed by the Secretary.

Section 3. The final permit shall relate solely to the occupancy and use of the Interior Department lands necessary for the construction, operation, and maintenance of such works contemplated by

the act of Congress approved February 15, 1901 (31 Stat., 790), as are described in the final application, to the extent of the ground occupied by such works and not to exceed fifty feet on each side of the marginal limits of works other than pipe lines and electrical transmission lines and not to exceed fifty feet on each side of the center of each pipe line or electrical transmission line, in conformity with the location of such works on said lands as shown by the maps of location hereinbefore listed and designated Exhibit D.

Section 4. The permittee shall construct the proposed works for the generation of electric power on the location shown upon and in accordance with said maps and plans submitted with the final application, and shall make no material deviation from said location unless and until maps and plans showing such deviation shall have been submitted and approved.

Section 5. Any approval of any alteration or amendment, or of any map or plan, or of any extension of time, shall affect only the portions specifically covered by such approval; and no approval of any such alteration, amendment, or extension shall operate to alter or amend, or in any way whatsoever be a waiver of any other part, condition, or provision of the final permit.

Section 6. The permittee shall pay the full value as fixed by the Secretary for all timber cut, injured, or destroyed on Interior Department lands in the construction, maintenance, and operation of the project works.

Section 7. The permittee shall pay the United States full value for all damages to the lands or other property of the United States resulting from the breaking of, or the overflowing, leaking, or seeping of water from, the project works, and for all other damage to the lands or other property of the United States caused by the neglect of the permittee or of the employees, contractors, or employees of the contractors of the permittee.

Section 8. The books and records of the permittee shall be open at all times to the inspection and examination of the Secretary, or other officer or agent of the United States duly authorized to make such inspection and examination.

Section 9. The permittee shall protect all Government and other telephone, telegraph, and power transmission lines at crossings of and at all places of proximity to the permittee's transmission line in a workmanlike manner according to the usual standards of safety for construction, operation, and maintenance in such cases, and shall maintain the transmission lines of the project in such manner as not to menace life or property.

Section 10. The permittee shall clear and keep clear the Interior Department lands along the transmission line for such width and in such manner as the officer of the United States having supervision of such lands may direct.

Section 11. The permittee shall dispose of all brush, refuse, or unused timber on Interior Department lands resulting from the construction and maintenance of the project works to the satisfaction of the officer last aforesaid.

Section.12. The permittee shall build and repair such roads and trails as may be destroyed or injured by construction work or flooding under the final permit and shall build and maintain necessary and suitable crossings for all roads and trails that intersect the water-conduit constructed, maintained, or operated under the final permit.

Section 13. The permittee shall do everything reasonably within the power of the permittee, both independently and on request of the Secretary or other duly authorized officer or agent of the United States to prevent and suppress fires on or near the lands to be occupied under the final permit.

Section 14. The permittee shall indemnify the United States against any liability for damages to life or property arising from the occupancy or use of Interior Department lands by the permittee.

Section 15. The works to be constructed, maintained, and operated under the final permit shall not be owned, leased, trusteed, possessed, or controlled by any device or in any manner so that they form part of, or in any way effect any combination in the form of an unlawful trust, or form the subject of any unlawful contract or conspiracy to limit the output of electric energy, or in restraint of trade with foreign nations or between two or more States, or within any one State in the generation, sale, or distribution of electric energy.

Section 16. The term of the final permit shall be 50 years

from the date hereof. It is expressly understood and agreed, however, that the final permit may be revoked by the Secretary on a finding by him that any of the provisions of this agreement or any of the regulations of the Secretary or the provisions of the act of Congress to which the final permit is subject as provided in Section 2 hereof have been violated by the permittee.

It is further understood and agreed that under the terms of said act of Congress "Any permission given by the Secretary of the Interior under the provisions of this act may be revoked by him or by his successor in his discretion."

Section 17. The permittee shall in the exercise of the permission given by the final permit, at all times conform to and abide by such rules and regulations subserving the purpose of any reserved lands of the United States through which right of way is sought as may be prescribed by the officer having jurisdiction over such lands.

Section 18. The final permit and the right of way thereby afforded shall be subject to all prior valid rights and to a reservation of right of way for canals or ditches constructed by authority of the United States.

In witness whereof the permittee has caused these presents to be executed, in duplicate, by its Mayor & Clerk

and agent and its corporate seal to be hereto affixed by its Mayor & Clerk both thereunto duly authorized, this 1 day of March 1915

Town of Fruita

by J. R. Smith

Mayor

(Seal)

Attest:

A. C. Ballard

Town Clerk

Acknowledgment

STATE OF Colorado)
COUNTY OF Mesa) ss.

On this 9th day of March 1915, before me, a notary public in and for said county, duly commissioned and sworn, my commission expiring Feb. 24 1916, personally came J. R. Smith to me personally known, who being by me duly sworn, did depose and say that he resides in Fruita, Colorado, that he is the Mayor of the Town of Fruita

that said ~~company~~ town is the corporation that is described in and that executed the foregoing agreement; that he knows the seal of said corporation; that the seal affixed to the foregoing agreement is such corporate seal and was affixed to such instrument by order of the Board of Directors of said corporation, and that he signed his name thereto by like order; and the said J. R. Smith acknowledged the foregoing agreement to be the free act and deed of said corporation.

Witness my hand and official seal the day and year first hereinbefore written.

(Notarial seal)

Edward L. Penfield
Notary public.

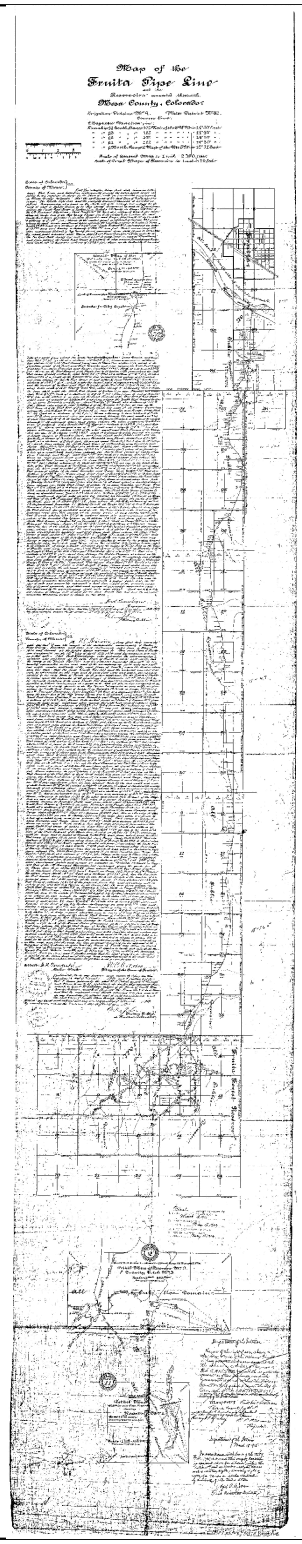
Final Permit

In pursuance of the Act of Congress approved February 15, 1901 c. 372 (31 Stat., 790), and in pursuance of the general regulations thereunder fixed by the Secretary of the Interior, and in consideration of the conditions made and accepted in the foregoing agreement, permission to use the right of way through the public lands and reservations of the United States under the jurisdiction of the Department of the Interior sought by and described in the application identified in the foregoing agreement is hereby given to the said Town of Trinita, Colorado., subject however, to the general regulations under the said act fixed by the Secretary of the Interior and to the conditions in the foregoing agreement, such permission, subject to such regulations, and conditions, having been found by me to be not incompatible with the public interest. This permit does not affect lands in any national forests.

IN WITNESS WHEREOF, I have subscribed these presents, in duplicate, on this eighteenth day of March 1915.

(Sgd) A. A. Jones.
Secretary of the Interior.

00-00-0000: map of the fruita pipe line



Administrative Agreements

NATIONAL PARK SERVICE

WATER SERVICE AGREEMENT
COLORADO NATIONAL MONUMENT
COLORADO

THE STATE OF COLORADO

COUNTY OF MESA

THIS CONTRACT, made this 9th day of August, 1979, by and between the UNITED STATES OF AMERICA, hereinafter called the United States, acting through the Secretary of the Interior by his duly authorized representative, the Regional Director, Rocky Mountain Region, National Park Service, hereinafter called the Service pursuant to the Act of Congress of August 25, 1916 (39 Stat. 535), and Acts amendatory thereof or supplementary thereto, including without limitation by this enumeration the Acts of Congress approved August 8, 1953 (67 Stat. 495) and August 18,1970 (84 Stat. 826), and UTE WATER CONSERVANCY DISTRICT, hereinafter called the District, organized and existing under and by virtue of the laws of the State of Colorado.

WITNESSETH:

WHEREAS, the United States has requested the District to furnish a permanent supply of potable, fresh water for domestic use for Colorado National Monument, and

WHEREAS, the District is willing to furnish a permanent supply of water to the United States for the Colorado National Monument upon the terms and conditions herein stated, and it has been determined that the acquisition of a water supply for Colorado National Monument on the terms and conditions as herein provided is advantageous to the United States.

NOW THEREFORE, the District and the United States do hereby agree:

1. The District will deliver water to a meter at the north boundary of Colorado National Monument approximately seventy-five feet from the park entrance road at a cost to the United States not to exceed $ 156,270.

2. The District shall deliver a flow rate of thirty-five gallons per minute at a minimum residual pressure of twenty psi at the water meter and such water shall be available for the exclusive use of the United States. The quality of the water shall conform to the standards established for domestic water use by the appropriate State of Colorado regulatory agency. If developments within the Ute Water District require enlargement or modifications in the pipeline, said enlargement and modifications shall not interfer with the flow rate and residual pressure as set forth above and no cost shall be borne by the United States unless the demand of the United States exceeds thirty-five gallons per minute.

3. On account of drought or other causes beyond the control of the parties hereto there may occur at times during any year a shortage in the quantity of water available for delivery to the park by the District pursuant to this contract, in such event no liability shall accrue against the District or any of its officers, agents, or employees for any damage direct or indirect arising out of such shortage.

4. The United States will pay for water delivered in accordance with the schedule set forth below:

The United States shall pay for water delivered in accordance with the established District commercial rate listed below for water delivered to Colorado National Monument.

FOR 2" METER

First 24,000 Gallons	$56.00 minimum monthly rat
Next 24,000 Gallons	$ 2.00 per 1,000 gallons
All over 48,000 Gallons	$ 1.00 per 1,000 gallons

The above monthly rates may be adjusted proportionately to any adjustments enforced upon other Ute Water Users of a similar class. All water rates are subject to review and revision at any time, after reasonable notice.

5. The United States and the District will review this agreement at the end of five years and every five years thereafter to insure an equitable agreement continues to exist.

6. It is mutually understood and agreed that this agreement shall be subject to the Supplemental Provisions (Utility Service Contract) attached hereto as Exhibit A and by this reference made a part hereof.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed in triplicate by their duly authorized representative all on the day and year first above written.

UNITED STATES OF AMERICA
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE

By Glen T. Bean

TITLE Regional Director AUG 2 [illegible]

UTE WATER CONSERVANCY DISTRI[illegible]

By Wayne Westhers

TITLE Manager

ATTEST:

Ray Spakman

GI ERAL SERVICES ADMINISTRATION

SUPPLEMENTAL PROVISIONS
(UTILITY SERVICE CONTRACT)

1. DEFINITIONS

As used throughout this contract, the following terms shall have the meaning set forth below:

(a) The term "head of the agency" or "Secretary" as used herein means the Secretary, the Under Secretary, any Assistant Secretary, or any other head or assistant head of the executive or military department or other Federal agency; and the term "his duly authorized representative" means any person or persons or board (other than the Contracting Officer) authorized to act for the head of the agency or the Secretary.

(b) The term "Contracting Officer" means the person executing this contract on behalf of the Government, and any other officer or civilian employee who is a properly designated Contracting Officer; and the term includes, except as otherwise provided in this contract, the authorized representative of a Contracting Officer acting within the limits of his authority.

(c) Except as otherwise provided in this contract, the term "subcontracts" includes purchase orders under this contract.

2. EXAMINATION OF RECORDS BY COMPTROLLER GENERAL

(a) This clause is applicable if the amount of this contract exceeds $2,500 and was entered into by means of negotiation, including small business restricted advertising, but is not applicable if this contract was entered into by means of formal advertising.

(b) The Contractor agrees that the Comptroller General of the United States or any of his duly authorized representatives shall, until the expiration of 3 years after final payment under this contract or such lesser time specified in either Appendix M of the Armed Services Procurement Regulation or the Federal Procurement Regulations Part 1–20, as appropriate, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this contract.

(c) The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that the Comptroller General of the United States or any of his duly authorized representatives shall, until the expiration of 3 years after final payment under the subcontract or such lesser time specified in either Appendix M of the Armed Services Procurement Regulation or the Federal Procurement Regulations Part 1–20, as appropriate, have access to and the right to examine any directly pertinent books, documents, papers, and records of such subcontractor, involving transactions related to the subcontract. The term "subcontract" as used in this clause excludes (1) purchase orders not exceeding $2,500 and (2) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

(d) The periods of access and examination described in (b) and (c), above, for records which relate to (1) appeals under the "Disputes" clause of this contract, (2) litigation or the settlement of claims arising out of the performance of this contract, or (3) costs and expenses of this contract as to which exception has been taken by the Comptroller General or any of his duly authorized representatives, shall continue until such appeals, litigation, claims, or exceptions have been disposed of.

3. EQUAL OPPORTUNITY

(The following clause is applicable unless this contract is exempt under the rules, regulations, and relevant orders of the Secretary of Labor (41 CFR, ch. 60).)

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

(a) 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 Equal Opportunity clause.

(b) 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 regard to race, color, religion, sex, or national origin.

(c) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency Contracting Officer, advising the labor union or workers' representative of the Contractor's commitments under this Equal Opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

(e) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the Contractor's noncompliance with the Equal Opportunity clause of this contract or with any of the said 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 Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The Contractor will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, 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 the contracting agency may direct 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 by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

4. CERTIFICATION OF NONSEGREGATED FACILITIES

(Applicable to (1) contracts, (2) subcontracts, and (3) agreements with applicants who are themselves performing federally assisted construction contracts, exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause.)

By the submission of this bid, the bidder, offeror, applicant, or subcontractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder, offeror, applicant, or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin, because of habit, local custom, or otherwise. He further agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause; that he will retain such certifications in his files; and that he will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

Notice to prospective subcontractors of requirement for certifications of nonsegregated facilities.

A Certification of Nonsegregated Facilities must be submitted prior to the award of a subcontract exceeding $10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

5. OFFICIALS NOT TO BENEFIT

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 therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

6. COVENANT AGAINST CONTINGENT FEES

The Contractor warrants that no person or selling 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 or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty the Government shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

7. CONVICT LABOR

In connection with the performance of work under this contract, the Contractor agrees not to employ any person undergoing sentence of imprisonment except as provided by Public Law 89-176, September 10, 1965 (18 U.S.C. 4082(c)(2)) and Executive Order 11755, December 29, 1973.

8. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT—OVERTIME COMPENSATION

This contract, to the extent that it is of a character specified in the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), is subject to the following provisions and to all other applicable provisions and exceptions of such Act and the regulations of the Secretary of Labor thereunder.

(a) *Overtime requirements.* No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, apprentices, trainees, watchmen, and guards shall require or permit any laborer, mechanic, apprentice, trainee, watchman, or guard in any workweek in which he is employed on such work to work in excess of eight hours in any calendar day or in excess of forty hours in such workweek on work subject to the provisions of the Contract Work Hours and Safety Standards Act unless such laborer, mechanic, apprentice, trainee, watchman, or guard receives compensation at a rate not less than one and one-half times his basic rate of pay for all such hours worked in excess of eight hours in any calendar day or in excess of forty hours in such workweek, whichever is the greater number of overtime hours.

(b) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the provisions of paragraph (a), the Contractor and any subcontractor responsible therefor shall be liable to any affected employee for his unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, apprentice, trainee, watchman, or guard employed in violation of the provisions of paragraph (a) in the sum of $10 for each calendar day on which such employee was required or permitted to be employed on such work in excess of eight hours or in excess of his standard workweek of forty hours without payment of the overtime wages required by paragraph (a).

(c) *Withholding for unpaid wages and liquidated damages.* The Contracting Officer may withhold from the Government Prime Contractor, from any moneys payable on account of work performed by the Contractor or subcontractor, such sums as may administratively be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions of paragraph (b).

(d) *Subcontracts.* The Contractor shall insert paragraphs (a) through (d) of this clause in all subcontracts, and shall require their inclusion in all subcontracts of any tier.

(e) *Records.* The Contractor shall maintain payroll records containing the information specified in 29 CFR 516.2(a). Such records shall be preserved three years from the completion of the contract.

9. DISPUTES

(a) Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Contracting Officer, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Contracting Officer shall be final and conclusive unless within 30 days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the Contracting Officer a written appeal addressed to the Secretary. The decision of the Secretary or his duly authorized representative for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the Contracting Officer's decision.

(b) This "Disputes" clause does not preclude consideration of law questions in connection with decisions provided for in paragraph (a) above: *Provided*, That nothing in this contract shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

(c) The provisions of (a) above shall not apply to disputes which are subject to the jurisdiction of a Federal, State, or other appropriate regulatory body. The provisions of (a) above shall also be subject to the requirements of the law with respect to the rendering of utility services and the collection of regulated rates.

10. ORDER OF PRECEDENCE

To the extent of any inconsistency between the provisions of this contract and any schedule, rider, or exhibit incorporated in this contract by reference or otherwise, or any of the Contractor's rules and regulations, the provisions of this contract shall control.

11. DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA

(This clause is applicable pursuant to 41 CFR 60-250 if this contract is for $10,000 or more.)

(a) The contractor will not discriminate against any employee or applicant for employment because he or she is a disabled veteran or veteran of the Vietnam era in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled veterans and veterans of the Vietnam era without discrimination based upon their disability or veterans status in all employment practices such as the following: employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(b) The contractor agrees that all suitable employment openings of the contractor which exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract and including those occurring at an establishment of the contractor other than the one wherein the contract is being performed but excluding those of independently operated corporate affiliates, shall be listed at an appropriate local office of the State employment service system wherein the opening occurs. The contractor further agrees to provide such reports to such local office regarding employment openings and hires as may be required.

State and local government agencies holding Federal contracts of $10,000 or more shall also list all their suitable openings with the appropriate office of the State employment service, but are not required to provide those reports set forth in paragraphs (d) and (e).

(c) Listing of employment openings with the employment service system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a bonafide job order, including the acceptance of referrals of veterans and nonveterans. The listing of employment openings does not require the hiring of any particular job applicant or from any particular group of job applicants, and nothing herein is intended to relieve the contractor from any requirements in Executive orders or regulations regarding nondiscrimination in employment.

(d) The reports required by paragraph (b) of this clause shall include, but not be limited to, periodic reports which shall be filed at least quarterly with the appropriate local office or, where the contractor has more than one hiring location in a State, with the central office of that State employment service. Such reports shall indicate

of each hiring location (1) the number of individuals hired during the reporting period, (2) the number of disabled veterans of the Vietnam era hired, (3) the number of disabled veterans of the Vietnam era hired, and (4) the total number of disabled veterans hired. The reports should include covered veterans hired for on-the-job training under 38 U.S.C. 1787. The contractor shall submit a report within 30 days after the end of each reporting period wherein any performance is made on this contract identifying data for each hiring location. The contractor shall maintain at each hiring location copies of the reports submitted until the expiration of one year after final payment under the contract, during which time these reports and related documentation shall be made available, upon request, for examination by any authorized representatives of the contracting officer or of the Secretary of Labor. Documentation would include personnel records respecting job openings, recruitment, and placement.

(e) Whenever the contractor becomes contractually bound to the listing provisions of this clause, it shall advise the employment service system in each State where it has establishments of the name and location of each hiring location in the State. As long as the contractor is contractually bound to these provisions and has so advised the State system, there is no need to advise the State system of subsequent contracts. The contractor may advise the State system when it is no longer bound by this contract clause.

(f) This clause does not apply to the listing of employment openings which occur and are filled outside the 50 States, the District of Columbia, Puerto Rico, Guam, and the Virgin Islands.

(g) The provisions of paragraphs (b), (c), (d), and (e) of this clause do not apply to openings which the contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of his own organization or employer-union arrangement for that opening.

(h) As used in this clause: (1) "All suitable employment openings" includes, but is not limited to, openings which occur in the following job categories: production and non-production; plant and office; laborers and mechanics; supervisory and nonsupervisory; technical; and executive, administrative, and professional openings as are compensated on a salary basis of less than $25,000 per year. This term includes full-time employment, temporary employment of more than three days' duration, and part-time employment. It does not include openings which the contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement nor openings in an educational institution which are restricted to students of that institution. Under the most compelling circumstances an employment opening may not be suitable for listing, including such situations where the needs of the Government cannot reasonably be otherwise supplied, where listing would be contrary to national security, or where the requirement of listing would otherwise not be for the best interest of the Government.

(2) "Appropriate office of the State employment service system" means the local office of the Federal/State national system of public employment offices with assigned responsibility for serving the area where the employment opening is to be filled, including the District of Columbia, Guam, Puerto Rico, and the Virgin Islands.

(3) "Openings which the contractor proposes to fill from within his own organization" means employment openings for which no consideration will be given to persons outside the contractor's organization (including any affiliates, subsidiaries, and the parent companies) and includes any openings which the contractor proposes to fill from regularly established "recall" lists.

(4) "Openings which the contractor proposes to fill pursuant to a customary and traditional employer-union hiring arrangement" means employment openings which the contractor proposes to fill from union halls, which is part of the customary and traditional hiring relationship which exists between the contractor and representatives of his employees.

(i) The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(j) In the event of the contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(k) The contractor agrees to post in conspicuous places available to employees and applicants for employment notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notice shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era for employment, and the rights of applicants and employees.

(l) The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by terms of the Vietnam Era Veterans Readjustment Assistance Act, and is committed to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era.

(m) The contractor will include the provisions of this clause in every subcontract or purchase order of $10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to the Act, 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 the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

12. PAYMENT OF INTEREST ON CONTRACTORS' CLAIMS

(a) If an appeal is filed by the contractor from a final decision of the contracting officer under the disputes clause of this contract, denying a claim arising under the contract, simple interest on the amount of the claim finally determined owed by the Government shall be payable to the contractor. Such interest shall be at the rate determined by the Secretary of the Treasury pursuant to Public Law 92-41, 85 Stat. 97, from the date the contractor furnishes to the contracting officer his written appeal under the disputes clause of this contract, to the date of (1) a final judgment by a court of competent jurisdiction, or (2) mailing to the contractor of a supplemental agreement for execution either confirming completed negotiations between the parties or carrying out a decision of a board of contract appeals.

(b) Notwithstanding (a), above, (1) interest shall be applied only from the date payment was due, if such date is later than the filing of appeal, and (2) interest shall not be paid for any period of time that the contracting officer determines the contractor has unduly delayed in pursuing his remedies before a board of contract appeals or a court of competent jurisdiction.

13. UTILIZATION OF MINORITY BUSINESS ENTERPRISES

(a) It is the policy of the Government that minority business enterprises shall have the maximum practicable opportunity to participate in the performance of Government contracts.

(b) The Contractor agrees to use his best efforts to carry out this policy in the award of his subcontracts to the fullest extent consistent with the efficient performance of this contract. As used in this contract, the term "minority business enterprise" means a business, at least 50 percent of which is owned by minority group members or, in case of publicly owned businesses, at least 51 percent of the stock of which is owned by minority group members. For the purposes of this definition, minority group members are Negroes, Spanish-speaking American persons, American-Orientals, American-Indians, American Eskimos, and American Aleuts. Contractors may rely on written representations by subcontractors regarding their status as minority business enterprises in lieu of an independent investigation.

14. UTILIZATION OF SMALL BUSINESS CONCERNS

(a) It is the policy of the Government as declared by the Congress that a fair proportion of the purchases and contracts for supplies and services for the Government be placed with small business concerns.

(b) The Contractor agrees to accomplish the maximum amount of subcontracting to small business concerns that the Contractor finds to be consistent with the efficient performance of this contract.

15. UTILIZATION OF LABOR SURPLUS AREA CONCERNS

(The following clause is applicable if this contract exceeds $5,000.)

(a) It is the policy of the Government to award contracts to labor surplus area concerns that (1) have been certified by the Secretary of Labor (hereafter referred to as certified-eligible concerns with first or second preferences) regarding the employment of a proportionate number of disadvantaged individuals and have agreed to perform substantially (i) in or near sections of concentrated unemployment or underemployment or in persistent or substantial labor surplus areas or (ii) in other areas of the United States, respectively, or (2) are noncertified concerns which have agreed to perform substantially in persistent or substantial labor surplus areas, where this can be done consistent with the efficient performance of the contract and at prices no higher than are obtainable elsewhere. The Contractor agrees to use his best efforts to place his subcontracts in accordance with this policy.

(b) In complying with paragraph (a) of this clause and with paragraph (b) of the clause of this contract entitled "Utilization of Small Business Concerns" the Contractor in placing his subcontracts shall observe the following order of preference: (1) Certified-eligible concerns with a first preference which are also small business concerns; (2) other certified-eligible concerns with a first preference; (3) certified-eligible concerns with a second preference which are also small business concerns; (4) other certified-eligible concerns with a second preference; (5) persistent or substantial labor surplus area concerns which are also small business concerns; (6) other persist-

substantial labor surplus area conce and (7) small business concerns which are not labor surplus area concerns.

16. EMPLOYMENT OF THE HANDICAPPED

(a) The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(b) The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Rehabilitation Act of 1973, as amended.

(c) In the event of the contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

(d) The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, Department of Labor, provided by or through the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

(e) The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of section 503 of the Act and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

(f) The contractor will include the provisions of this clause in every subcontract or purchase order of $2,500 or more unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 503 of the Act, 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 the Director, Office of Federal Contract Compliance Programs, may direct to enforce such provisions, including action for noncompliance.

17. CLEAN AIR AND WATER

(Applicable only if the contract exceeds $100,000, or the contracting officer has determined that orders under an indefinite quantity contract in any one year will exceed $100,000, or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S. 1857c-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(c)) and is listed by the EPA, or the contract is not otherwise exempt.)

(a) The Contractor agrees as follows:

(1) To comply with the requirements of section 114 of the Clean Air Act, as amended (42 U.S.C. 1857, et seq., as amended by Public Law 91-604) and section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq., as amended by Public Law 92-500), respectively, relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in section 114 and section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued thereunder before the award of this contract.

(2) That no portion of the work required by this prime contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of such facility or facilities from such listing.

(3) To use his best efforts to comply with clean air standards and clean water standards at the facility in which the contract is being performed.

(4) To insert the substance of the provisions of this clause into any nonexempt subcontract, including this paragraph (a)(4).

(b) The terms used in this clause have the following meanings:

(1) The term "Air Act" means the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Public Law 91-604).

(2) The term "Water Act" means Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Public Law 92-500).

(3) The term "clean air standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in section 110(d) of the Clean Air Act (42 U.S.C. 1857c-5(d)), an approved implementation procedure or plan under section 111(c) or section 111(d), respectively, of the Air Act (42 U.S.C. 1857c-6(c) or (d)), or an approved implementation procedure under section 112(d) of the Air Act (42 U.S.C. 1857c-7(d)).

(4) The term "clean water standards" means any enforceable limitation, control, condition, prohibition, standard, or other requirement which is promulgated pursuant to the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by section 402 of the Water Act (33 U.S.C. 1342), or by local government to ensure compliance with pretreatment regulations as required by section 307 of the Water Act (33 U.S.C. 1317).

(5) The term "compliance" means compliance with clean air or water standards. Compliance shall also mean compliance with a schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency or an air or water pollution control agency in accordance with the requirements of the Air Act or Water Act and regulations issued pursuant thereto.

(6) The term "facility" means any building, plant, installation, structure, mine, vessel or other floating craft, location, or site of operations, owned, leased, or supervised by a contractor or subcontractor, to be utilized in the performance of a contract or subcontract. Where a location or site of operations contains or includes more than one building, plant, installation, or structure, the entire location or site shall be deemed to be a facility except where the Director, Office of Federal Activities, Environmental Protection Agency, determines that independent facilities are collocated in one geographical area.

08-02-1949: special use permit; august 02, 1949

No. 2-Mesa-57
Year, 1949

UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
COLORADO NATIONAL MONUMENT
SPECIAL USE PERMIT

Reproduced as in original O—114 (November 1937)

Town of Fruita, of County of Mesa, Fruita, Colorado, is hereby authorized during the term of one year from August 1, 1949, to July 31, 1950, to use the following-described land in the above-named national park: Right-of-way to construct and maintain a four inch water main pipe line between existing Settling Basin No. 1 within the boundary of Colorado National Monument, and proposed Settling Basin No. 2 outside the boundary of said monument, in Section 32, T-1-N, R-1-W, Ute Mer. More specifically delineated on the attached print, plan entitled "The Town of Fruita, County of Mesa, Colorado, water works extension, Settling Basin No. 2", as prepared By Ray L. George, County Surveyor, and shown in relation to Colorado National Monument on the attached print of vicinity Map NM/COLO-4952

for the purpose of extension of water works system for the Town of Fruita, Colorado

subject to the conditions on the reverse hereof and to the payment to the Government of the United States of the sum of ----NONE----- dollars ($0.00), in advance, or as follows: _____, payment to be made through the Superintendent of the Park by express or postal money order, certified check, or draft payable to Treasurer, United States.

Signed at Mesa Verde National Park, Colo., this 29th day of July 19 49

Robert P. Wood
Coordinating Superintendent.

The undersigned hereby accepts the above permit and the right to exercise the privileges granted, subject to the terms, covenants, obligations, and reservations, expressed or implied, therein.

Two witnesses to signatures:

D Earle Brumbaugh
Address Fruita Colo.

Thelma Horton
Address Fruita Colo

Mike L. Miller
Mayor of the Town of Fruita
Fruita, Colorado
Address

Address

APPROVED: September 8, 1949

(S) M. R. Tillotson
Regional ~~Director~~ Director, National Park Service.

(In octuple)
~~(In quintuple)~~

*Sign name or names as written in body of permit; for copartnership, permittees should sign as "Members of firm"; for corporation, the officer authorized to execute contracts, etc., should sign, with title, the sufficiency of such signature being attested by the secretary, with corporate seal, in lieu of witnesses. 6—8216

Director's Office, Branch Concerned

SPECIAL CONDITIONS OF THIS PERMIT

1. Permittee shall exercise this privilege subject to the supervision of the Superintendent of the Park and shall comply with the regulations of the Secretary of the Interior governing the park.

2. Use by the permittee of the land covered hereby is subject to the right of the Director, National Park Service, to establish trails, roads, and other improvements and betterments over, upon, or through said premises, and further to the use by travelers and others of such roads and trails as well as of those already existing.

3. No building or other structure shall be erected under this permit except upon plans and specifications approved by the Director, National Park Service, and the premises and all appurtenances thereto shall be kept in a safe, sanitary, and sightly condition.

4. Permittee shall dispose of brush and other refuse as required by the Superintendent.

5. Permittee shall pay the United States for any damage resulting from this use.

6. Permittee and his employees shall take all reasonable precautions to prevent forest fires and also shall assist the Superintendent to extinguish forest fires in the vicinity of any tract which may be used hereunder, and in the preservation of good order within the metes and bounds of the park.

7. No timber may be cut or destroyed without first obtaining permit therefor from the Director, National Park Service, in writing.

8. This permit may not be transferred or assigned without the consent of the Director, National Park Service, in writing.

9. This permit shall terminate upon the violation of any of the conditions hereof or of any Act of Congress or regulation of the Secretary of the Interior governing the park or anything in it, or at the discretion of the Director, National Park Service.

10. Neither Members of, nor Delegates to Congress, or Resident Commissioners, officers, agents, or employees of the Government shall be admitted to any share or part of this permit or derive, either directly or indirectly, any pecuniary benefit to arise therefrom.

11. This permit shall be automatically renewable at its expiration for further periods of one year each, subject to the adherence to the provisions of the permit and upon written application to the Superintendent, but not to exceed in all a period [illegible] excess of twenty years.

12. All changes or disturbances of the existing condition of the area, including landscape, roads, walks, or structures, during construction and maintenance are to be repaired or replaced by the permittee as nearly as possible in the original condition in a manner acceptable to the Superintendent.

13. All of installation, maintenance, or removal of lines or crossings is to be performed with the knowledge of, and under the supervision of, the Superintendent.

14. If the line or crossing is abandoned, the permittee is to remove all visible evidence and leave the area in as nearly the original condition as possible in a manner acceptable to the Superintendent.

15. The permittee shall take adequate measures, as directed and approved by the Superintendent, to arrest and prevent soil erosion on the lands covered hereby and shall so utilize such lands as not to contribute to erosion on adjoining lands.

(Continued on attached sheet)

U. S. GOVERNMENT PRINTING OFFICE 6—5215

RECEIVED
SEP 6 1949
NATIONAL PARK SERVICE
REGIONAL THREE OFFICE

Reproduced as in original

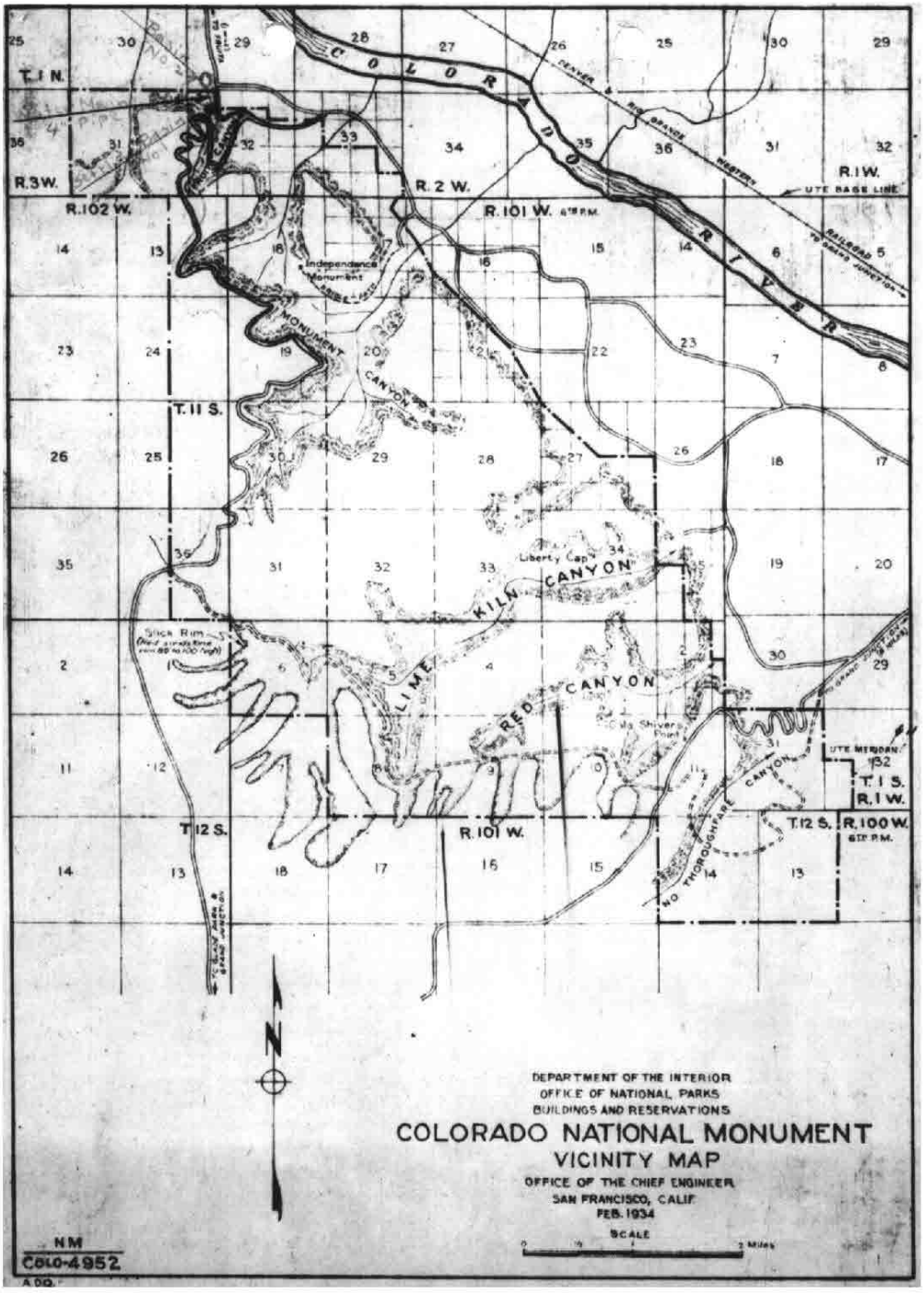
Continuation of special conditions to Special Use Permit I-22np-57, issued the Town of Fruita, County of Mesa, Colorado.

16. All uranium, thorium, and all other materials determined pursuant to section 5 (b)(1) of the Atomic Energy Act of 1946 (60 Stat. 761) to be peculiarly essential to the production of fissionable material, contained, in whatever concentration, in deposits in the lands covered by this permit are hereby reserved for the use of the United States, together with the right of the United States through its authorized agents or representatives at any time to enter upon the land and prospect for, mine, and remove the same, making just compensation for any damage or injury occasioned thereby.

17. The permittee agrees that the National Park Service may make connection to the water main pipe line, without cost, for any existing or future developments that the Government may now have or put in.

18. This permit is granted subject to the right of the United States to require the Town of Fruita to relocate, without expense to the United States, the said water main pipe line upon a determination by the Secretary of the Interior that the public interest requires such relocation.

02-00-1934: map, colorado national monument ; february, 1934



I-lp-3960

RECEIVED
FEB 2 1938
COLORADO
NATIONAL MONUMENT

THIS AGREEMENT made and entered into this First day of June, 1935 by and between Oscar L. Chapman Assistant Secretary of the Interior, for and on behalf of the United States of America, party of the first part, and the Town of Fruita, County of Mesa, a municipal corporation organized and existing under the laws of the State of Colorado, party of the second part:

WITNESSETH, That the party of the first part in consideration of the covenants and agreements hereafter stated to be performed by the party of the second part hereby covenants and agrees to construct a pipe line of adequate size from a point on the south boundary of the Colorado National Monument, Colorado, to a point on or near the north boundary of such monument, the location of which shall be determined by the National Park Service, conditioned, however, that public funds are available for such construction.

The party of the second part, in consideration of the covenants and agreements of the party of the first part hereinbefore set forth, covenants and agrees that if and when the party of the first part shall construct such pipe line as herein provided, it will connect its pipe line from the source of water supply to the south boundary of such monument at the point where the pipe line of the party of the first part leaves the monument area and will supply the party of the first part with 10 per cent (10%) of the pipe line flow of water as measured at that point for the use and benefit and without cost to the party of the first part.

It is further covenanted and agreed that the party of the second part will provide a pure and wholesome supply of water at all times and will maintain its pipe line in such condition as at all times will assure to the party of the first part an adequate and pure supply of water.

It is further understood and agreed that the party of the second part shall have the use of the pipe line of the party of the first part as a flowage channel for its water as long as the terms of this contract are complied with by the party of the second part.

No member of or Delegate to Congress, or resident commissioner, after his election or appointment or either before or after he has qualified and during his continuance in office, and no officer, agent, or employee of the Department of the Interior, shall be admitted to any share or any part of this contract or derive any benefit which may arise therefrom; and the provisions of Section 3741 of the Revised Statutes of the United States and Sections 114, 115 and 116 of the Codification of the Penal Laws of the United States approved March 4,1909, relating to contracts, shall enter into and form a part of this agreement, so far as the same may be applicable.

IN WITNESS WHEREOF, the said parties have hereunto subscribed their names and affixed their seals (in quintuple) the day, month and year aforesaid.

Oscar L Chapman
Assistant Secretary of the Interior

Attest:

James A Phillips
Town Clerk

TOWN OF FRUITA

By James L Allen
Mayor

FRUITA WATER RIGHTS

Fruita Water Rights have been adjudicated in part (10 inches, Colorado State inches, By district Court July 2 1910) Balance will be done soon as possible.

The Original filing of Fruita Water was made May 22 1894 by John Stevens, C.E.Shropshire, Lucy A.Stevens, Taking all Water from Spruce Creek.

Deed from Lucy A. Stevens to John Snipes File #15 1901 Recites Land and all Water rights in Spruce Creek taking all Water from Spruce Creek.

The Town of Fruita entered into contract with John Snipes in 1906 for N ½ of SW¼ of Sec 11 T.14 S.R.103W 6th P.M. and all water rights to land initiated by Lucy A.Stevens who acquired rights many years previously. Sale to be completed when title is cleared.

Warrentee Deed Dated Jan.3,1908 and Filed April 18th,1908 from John Snipes to Town of Fruita for SW¼ of NE¼ and lots 1 and 2 of Sec.2 and N½ of SE Sec.11 T.14 S.R. 103W.

Quit Claim Deed dated Aug.1911 and Filed Sept.2,1911 From John Snipes to the Town of Fruita land and all water rights for SW¼ NE¼ and lots 1 and 2 Sec 2 T.14S R. 103W also N½ SE¼ of Sec.11 T14 S R.103W. To correct previous deed.

Right of Way Filed on Public Lands prior to any land patents, Fruita Pipe Line Filing No.695 in County Clerk & Recorders Office. Maps made Dec.30,1908 and accepted by State Engineer (T.W.Jaycox) Jan 2 ,1909.

10 Colorado State inches of water, acquired from Condemnation proceedings through district court, copy of which is on file in Office of District Court in Grand Junction, Colorado, Dated July 2,1910, 10 Colo State Inches out of Little Dolores River.

Fruita Colorado owns 51 Colorado State Inches of Water, and a 23 year undisputed use of Water and Right of Way.

All of the above mentioned Contracts, and Deeds are on record in the County Clerk and Recorders office in Grand Junction Colorado, also detailed Maps of the entire Water system.

The Water is for Domestic and Lawn irrigation purposes.

TOWN OF FRUITA

ATTEST:

BY _____ Mayor

TOWN CLERK

11-12-1957: completion report of construction project; november 12, 1957

FORM 10-174 (Rev. 1/56)

UNITED STATES DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE

REPORT 7 SPL

COMPLETION REPORT OF CONSTRUCTION PROJECT

REGION	AREA	COUNTY	STATE
Two	Colorado National Monument	Mesa	Colorado

PROJECT OR JOB TITLE: Water system, residential area
PCP NO: U-15-2
LOCATION IN AREA: Headquarters, residential area
MASTER PLAN NO:
BUILDING NO:
WORKING DRAWING NO. AND TITLE: NM COLO-3107
APPROPRIATION TITLE AND SYMBOL: Water Line to Residential Area - 14X1035
ACCOUNT NO: 332.4
CONTRACT NO: Day labor
DATE WORK STARTED: May, 1957
DATE WORK COMPLETED: Nov. 12, 1957
NAME OF CONTRACTOR: Monument forces
ADDRESS:

COST ANALYSIS

CONSTRUCTION ITEMS	QTY.	UNIT COST IN PLACE	TOTAL COST IN PLACE
		TOTAL	16,066.00

COST AGREE WITH FFO RECORDS
C. D. VAN KIRK, SUPERVISORY ACCT.
REGION TWO OFFICE FFO
DATE DEC 23 1957

SUMMARY OF EXPENDITURES

PERSONAL SERVICES	EQUIPMENT	MATERIALS AND SUPPLIES
7,350.41	Depreciation XXXXX - 242.12	6,146.46

OTHER: 1,719.48 • Facilitating Services - 607.53

CHANGE ORDERS

ORIGINAL CONTRACT AMOUNT	FIRST	SECOND	THIRD
FINAL CONTRACT AMOUNT	FOURTH	FIFTH	SIXTH

THIS PROJECT OR JOB HAS BEEN COMPLETED IN ACCORDANCE WITH APPROVED DRAWINGS, SPECIFICATIONS, AUTHORIZED CHANGES

SUBMITTED BY (Name and title): K. Neil Brunson, Project Supervisor — DATE: Dec. 3, 1957
APPROVED BY (Name and title): Homer W. Robinson, Superintendent — DATE: Dec. 3, 1957

(ATTACH NARRATIVE STATEMENT, PHOTOGRAPHS, AND "AS BUILT" DRAWINGS TO THIS FORM)

U. S. GOVERNMENT PRINTING OFFICE 1956—O-374085

UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
COLORADO NATIONAL MONUMENT
GRAND JUNCTION, COLORADO

Narrative Statement

Water System, Headquarters Area

This project was innitiated to supply water for the new residential area north of the existing utility area. Since three residences, complete with access road etc., were to be built during the summer of 1957 it was necessary to construct this water line in the access road prism prior to the contractor going to work.

The plans and layout work for all phases of the development were done by personnel from W. O. D. C.. Just as soon as the water line was staked for construction the trench excavation was started by Monument forces. A supply contract was entered into with Waterworks Sales Co. of Denver for all materials. On this project cast iron pipe with the new "Tyton" couplings was used. Fittings with this type coupling are not yet available and therefor it was necessary to use conventional mechanical joint fittings at each bend etc., This entailed additional work.

The section of the line through the new residential area to a junction with the existing 4" line from the reservoir to the utility area was completed first to permit the contractor to proceed with the road construction. The section up the face of the sandstone cliff to the reservoir was constructed next. The entire line is buried below frost line except 60 feet on the face of the cliff which is constructed on concrete piers and is insulated against freezing.

The construction of this water line was done under the direct supervision of McCune C. Ott, Mixed Gang Foreman, Colorado National Monument.

Other Supporting Information

August 20, 2003
JSA

Colorado National Monument (COLM) is in the final stages of preparing a General Management Plan and at the same time upgrading their resource management files. They have requested copies of all water rights files, including all water rights adjudication files. This is a brief overview of the information prepared and transmitted to COLM on this date.

1) Existing COLM Water Right dockets (nos. 1, 2, 4) on CD-ROM, representing approximately 700 pp. of scanned paper material:

- Docket #1 "Town of Fruita Water System"
  This docket suggests that NPS holds a 10% interest (0.1078 cfs) in flow through the Fruita pipeline.

  Is this correct? Needs verification.

- Docket #2 "Well C (a.k.a. Robb Artesian Well)"
  This docket combines former Docket #2 "No Thoroughfare Pipeline" and former Docket #3 "East Entrance" (combined because they are under a single water right permit, Permit #153353).

  A note to the docket file, prepared in 1995, indicates the status of this permit is unclear in light of the outcome of Colorado's adjudication for Water Divisions 4, 5, 6 (portions of COLM lands fall within Water Divisions 4 and 5). See the below discussion regarding Colorado's adjudication for Water Divisions 4,5,6..

- Docket #4 "West Entrance #1 and #2 Wells"
  This docket combines former Docket #4 "pertaining to a 80 foot well" and former Docket #5 "pertaining to a 50 foot well" (combined since they were located in close proximity).

  A note to the docket file indicates these two wells were plugged and abandoned in 1995, and the state engineer was notified in advance of NPS's intention to do so.

2) Excerpts from the master-referee's report (1976) for United States' water right claims in Colorado's adjudication for Water Divisions 4, 5, 6. The report includes a proposed decree for United States' water rights. The proposed decree was substantially adopted by the state water court in 1978, then re-affirmed (in large part) by the state supreme court in 1982. The decree provides the most accurate statement of COLM water rights at the outcome of the adjudication. Attached excerpts from the report are as follows:

- Pages 5, 48-50, 349
  These pages provide some background and description regarding the United States' water right claims filed in the adjudication.

- Pages 649-654, 847-852

  Pages 649-654 are the COLM decree for Water Division 4. Pages 847-852 (largely the same) are the COLM decree for Water Division 5. The decree does not list any state appropriative water rights for COLM in either water division.

  Further investigation is needed to confirm the impression (left by the master-referee's report) that there were no recognized COLM state appropriative water rights at the outcome of the adjudication. It is possible that some state appropriative rights were previously on record with the state (already adjudicated), and therefore not included in the report. In addition, there is the possibility for COLM state appropriative water rights to have been filed with the state after the adjudication. The Colorado State Engineer's Office (or Water Division 4,5 offices?) should be contacted to see if there are any state appropriative water rights of record at COLM.

IN AND FOR THE STATE OF COLORADO

IN THE MATTER OF THE APPLICATION FOR WATER RIGHTS OF THE UNITED STATES OF AMERICA,	)	IN THE DISTRICT COURT IN AND FOR WATER DIVISION NO. 4 W-425 through W-438
IN THE MATTER OF THE APPLICATION FOR WATER RIGHTS OF THE UNITED STATES OF AMERICA,	)	IN THE DISTRICT COURT IN AND FOR WATER DIVISION NO. 5 W-467 and W-469
IN THE MATTER OF THE APPLICATION FOR WATER RIGHTS OF THE UNITED STATES OF AMERICA,	)	IN THE DISTRICT COURT IN AND FOR WATER DIVISION NO. 6 W-85 and W-86
IN THE MATTER OF THE ADJUDICATION OF PRIORITIES TO THE RIGHT TO THE USE OF WATER FOR ALL BENEFICIAL PURPOSES IN WATER DISTRICT NO. 36, IRRIGATION DIVISION NO. 5,	)	IN THE DISTRICT COURT IN AND FOR THE COUNTY OF SUMMIT CIVIL ACTION 2371
IN THE MATTER OF THE ADJUDICATION OF PRIORITIES TO THE RIGHT TO THE USE OF WATER FOR ALL BENEFICIAL PURPOSES IN WATER DISTRICT NO. 37, IRRIGATION DIVISION NO. 5,	)	IN THE DISTRICT COURT IN AND FOR THE COUNTY OF EAGLE CIVIL ACTION 1529
IN THE MATTER OF THE ADJUDICATION OF PRIORITIES TO THE RIGHT TO THE USE OF WATER FOR ALL BENEFICIAL PURPOSES IN WATER DISTRICT NO. 51, IRRIGATION DIVISION NO. 5,	)	IN THE DISTRICT COURT IN AND FOR THE COUNTY OF GRAND CIVIL ACTION 1768
IN THE MATTER OF THE ADJUDICATION OF PRIORITIES TO THE RIGHT TO THE USE OF WATER FOR ALL BENEFICIAL PURPOSES IN WATER DISTRICT NO. 52, IRRIGATION DIVISION NO. 5	)	IN THE DISTRICT COURT IN AND FOR THE COUNTY OF EAGLE CIVIL ACTION 1548

PARTIAL MASTER-REFEREE REPORT
COVERING ALL OF THE CLAIMS OF THE
UNITED STATES OF AMERICA

On April 16, 1976, a draft of the partial report was filed with the Court and all parties were asked to review the draft report and to make any suggestions which they might have concerning any errors, omissions, or ambiguities. Numerous suggestions were made, resulting in a substantial increase in the length of the final report.

C. Nature of the United States' Claims.

In these proceedings the United States sought not only appropriative rights under Colorado law but also the right to use water based upon the federal reserved right doctrine.

1. Reserved Rights.

Within the seven water jurisdictions included here, reserved rights were invoked with respect to water on six types of federal reservations: national forests, Rocky Mountain National Park, national monuments, public springs and water holes, mineral hot springs, and the naval oil shale reserves. The United States sought several kinds of off-stream uses on each type of reservation, and minimum stream flows and lake levels on forest, park, and monument reservations.

Since no evidence was ever presented regarding the Naval Oil Shale claims, they have been rereferred to the Court by the Master-Referee. Reserved rights were also claimed with respect to public lands administered by the Bureau of Land Management. The United States later withdrew all such claims, however, and the Master-Referee has accordingly not considered the merits of the reserved right claims on unreserved public lands.

2. Appropriative Rights.

The United States also made claims for certain water rights based upon the Colorado appropriation doctrine with

It is with respect to the final category stated above that the United States has claimed the right to the maintenance of such continuous, uninterrupted flows of water and such minimum stream and lake levels as are sufficient in quantity and quality to:

1. Insure the continued nutrition, growth, conservation, and reproduction of those species of fish which inhabited such waters on the applicable reservation dates, or those species of fish which are thereafter introduced, and
2. Attain and preserve the recreational, scenic, and aesthetic conditions existing on the applicable reservation dates, or to preserve those conditions which are thereafter caused to exist.

d. Priority Date Sought.

The United States has claimed a priority date for the use of waters on Rocky Mountain National Park as of the date that the park lands were reserved for forest purposes and withdrawn from the public domain. The United States' claims are admittedly subject to water rights which were vested under Colorado law as of the date the park lands were reserved.

3. National Monuments.

The United States has filed applications for the use of water in three national monuments: Black Canyon of the Gunnison National Monument, located in Water Division No. 4; Colorado National Monument, located in Water Divisions No. 4 and No. 5; and Dinosaur National Monument, located partially in Water Division No. 6 and partially in the State of Utah.

a. Nature of the Rights Claimed.

In each of the national monuments, the United States has claimed direct flow, storage, transportation, and well rights based on the theory of federal reserved water rights. In addition, and also based on the reservation theory, the United States has claimed the right to maintain continuous, uninterrupted flows of water and certain minimum stream and lake levels for waters within the monuments.

b. Nature of Waters Claimed.

The claims of the United States for reserved water rights in the monuments encompass surface, ground, and underground waters, both tributary and nontributary.

c. Purposes and Amounts of the Claims of the United States.

The United States has claimed such unquantified amounts of water as are or will become reasonably necessary to fulfill the present and future purposes for which the national monuments were created. It is asserted by the government that these purposes include: recreation; domestic uses; municipal and administrative-site uses; agriculture and irrigation; stock grazing and watering; the development, conservation and management of resident and migratory wildlife and wildlife resources, the terms wildlife and wildlife resources including birds, fishes, mammals, and all other classes of wild animals and all types of aquatic and land vegetation upon which wildlife is dependent; fire fighting and prevention; forest growth, management, improvement, and protection; commercial, drinking and sanitary uses; road watering; watershed protection and management and the securing of favorable conditions of water flows; wilderness

preservation; flood, soil, and erosion control; preservation of scenic, aesthetic, and other public values; and fish culture, conservation, habitat protection, and management.

It is with respect to the final category stated above that the United States has claimed the right to the maintenance of such continuous, uninterrupted flows of water and such minimum stream and lake levels as are sufficient in quantity and quality to:

1. Insure the continued nutrition, growth, conservation, and reproduction of those species of fish which inhabited such waters on the applicable reservation dates, or those species of fish which are thereafter introduced, and
2. Attain and preserve the recreational, scenic, and aesthetic conditions existing on the applicable reservation dates, or to preserve those conditions which are thereafter caused to exist.

d. Priority Date Sought.

The United States has claimed a priority date for each of the national monuments as of the date that the national monument lands were reserved for monument purposes and withdrawn from the public domain. The United States' claims are admittedly subject to water rights which were vested under Colorado law as of the date the monument lands were reserved.

4. Public Springs and Water Holes on Federally-Owned Lands Administered by the Bureau of Land Management.

The United States has filed statements of claim or applications for the use of water appurtenant to public

(b) Colorado National Monument.

The United States claims certain specific diversions and impoundments and rights to waters appurtenant to Colorado National Monument in quantities reasonably necessary to fulfill the purposes for which such national monument was created. The United States also claims the right to maintain certain minimum stream flows and lake levels within the monument, to the extent that those waters were unappropriated as of the dates the lands comprising the Colorado National Monument were first reserved from the public domain. Proposed Findings of Fact, Conclusions of Law, and Decree of the United States, pp. 36-37.

(c) Dinosaur National Monument.

The United States claims certain specific diversions and impoundments and rights to waters appurtenant to Dinosaur National Monument in quantities reasonably necessary to fulfill the purposes for which such national monument was created. As in the case of the other national monuments, the United States also claims the right to maintain certain minimum stream flows and lake levels on waters within the monument (with the exception of the Yampa and Green Rivers), to the extent that those waters were unappropriated as of the dates the lands comprising the Dinosaur National Monument were first reserved from the public domain. With respect to the Yampa River, the United States claims flows reasonably necessary to maintain the recreational boating activity during the period from May 1 to July 15 of each year and, additionally, flows reasonably necessary in quantity to fulfill other reservation purposes. With respect to the Green River, the United States made no claims regarding minimum stream flows and lake levels. Proposed

UNITED STATES RESERVED RIGHT

APPURTENANT TO

COLORADO NATIONAL MONUMENT,

WATER DIVISION NO. 4

NATURE OF DECREE: Conditional and Absolute, as described with greater specificity below.

SOURCE: All water found within or touching those reservations of land for the Colorado National Monument as described below under "DIVERSIONS AND IMPOUNDMENTS -- CONDITIONAL".

PRIORITY DATE: The date of reservation or withdrawal as shown below under "DIVERSIONS AND IMPOUNDMENTS -- CONDITIONAL".

GENERAL PURPOSES AND USES:

The purpose of the Colorado National Monument is to conserve and maintain in an unimpaired condition the scenic, aesthetic, natural, and historic objects of the monument, as well as the wildlife therein, in order that the monument might provide a source of recreation and enjoyment for all generations of citizens of the United States. That purpose permits the utilization of water under the reservation doctrine in the form of direct flow and storage rights, transportation rights, and well rights as follows:

1. Recreational uses including, but not limited to, drinking for the general public.
2. Domestic uses including, but not limited to, campground uses, public drinking uses.
3. Agriculture and irrigation including, but not limited to, irrigation of reseeding of roadsides, reestablishment of natural grasses.
4. Stock grazing and watering including, but not limited to, watering of horses of park service

employees and horses of visitors to the monument, provided that no reserved water is utilized for stock grazing and watering of stock belonging to persons using monument lands as permittees, lessees, or under any other form of United States' permission.

5. Uses for the development, conservation, and management of resident and migratory wildlife, including, but not limited to, watering of wildlife on the national monument.
6. Fire fighting and prevention uses including, but not limited to, water for fighting and preventing wild land or forest fires and structural fires.
7. Forest improvement and protection uses including, but not limited to, irrigation for the sustenance of natural tree growth, irrigation of areas impacted by heavy human use, water for fighting and prevention of wild land or forest and structural fires.
8. Commercial and sanitary uses including, but not limited to, concession and other tourist-related uses, provided that no reserved water is utilized in such uses where such uses are operated by private individuals having permits, leases, or other permission from the United States.
9. Road watering uses including, but not limited to, water for compaction of roads.
10. Wilderness preservation uses.
11. Flood, soil, and erosion control uses including, but not limited to, waters used for the protection and restoration of natural vegetation.
12. Uses for the preservation of scenic, aesthetic, and other public values.

DIVERSIONS AND IMPOUNDMENTS -- ABSOLUTE.

Subject to and in accordance with the preceding and following provisions of this decree, the United States is granted absolute water rights with a priority date of May 24, 1911, in and for current diversions of water from springs on the Colorado National Monument as shown below, insofar as they may be located in Water Division No. 4:

Name	Location	Amount
CNM #1	SW1/4 of NW1/4, Sec. 8, T. 12 S., R. 101 W., 6 P.M.	0.0011 c.f.s.
CNM #2	NE1/4 of NE1/4, Sec. 3, T. 12 S., R. 101 W., 6 P.M.	0.0011 c.f.s.
CNM #3	SW1/4 of NE1/2, Sec. 31, T. 11 S., R. 101 W., 6 P.M.	0.0022 c.f.s.
CNM #4	NE1/4 of NE1/4, Sec. 34, T. 11 S., R. 101 W., 6 P.M.	0.0022 c.f.s.
CNM #5	NE1/4 of NW1/4, Sec. 21, T. 11 S., R. 101 W., 6 P.M.	0.0022 c.f.s.
CNM #6	NE1/4 of SW1/4, Sec. 18, T. 11 S., R. 101 W., 6 P.M.	0.0011 c.f.s.
CNM #7	NW1/4 of SW1/4, Sec. 32, T. 1 S., R. 1 W., Ute P.M.	0.0011 c.f.s.

DIVERSIONS AND IMPOUNDMENTS -- CONDITIONAL:

1. Subject to and in accordance with the preceding and following provisions of this decree, the United States is granted conditional water rights in and for future additional diversions and impoundments of water on the Colorado National Monument.

2. The cumulative amount of these conditional water rights shall not exceed the following amounts:

   a. Direct Flow: 0.022 c.f.s.

   b. Storage: 8.03 acre-feet.

   Provided, however, that the above amounts are the cumulative totals applicable to Colorado National

Monument, regardless of whether future diversions and impoundments occur in Water Division No. 4 or No. 5.

3. In December of every fourth calendar year following the entry of this decree, the United States shall apply for a finding of reasonable diligence by the District Court in and for Water Division No. 4 with regard to the identification and construction of said additional diversions or impoundments.

4. As each such additional diversion and impoundment is completed and water therefrom applied to a beneficial use consistent with the purposes for which the monument was reserved, an application to make a conditional water right absolute shall be filed with the Court. Notice shall be given and hearings held pursuant to Colorado law.

5. Each such additional diversion and impoundment which is determined by the Court to relate directly to the purposes of the monument reservations shall be entitled to a priority date as of the date of reservation for the lands upon which the diversion or impoundment is located, as set forth immediately below:

a. The following lands were reserved either on May 24, 1911, by Presidential Proclamation, on March 3, 1933, by Presidential Proclamation, or August 17, 1959, by Presidential Proclamation:

T. 11 S., R. 102 W., 6 P.M.
Those portions of the following lands lying within Water Division No. 4 as described in C.R.S. §37-92-201(d) (1973):
E1/2 Secs. 24, 25 & 36; and S1/2 SE1/4 Sec. 13, reserved May 24, 1911.
NE1/4 and N1/2 SE1/4 Sec. 13, reserved 3/3/33.
SE1/4 SE1/4 NW1/4 and NE1/4 NE1/4 SW1/4 Sec. 36, reserved August 17, 1959.

6. Each such additional diversion and impoundment which is found by the Court to be used for purposes other than those for which the monument was reserved shall be given a priority date as of the date of appropriation for said diversion or impoundment, shall be subject to prior appropriations, and shall not be considered a part of the reserved right for monument reservations.

DIVERSIONS AND IMPOUNDMENTS -- TOTAL AMOUNT:

The total amount of water set out in the absolute and conditional decrees described above shall be the maximum and final claim of the United States for reserved right diversions and impoundments on the Colorado National Monument.

UNITED STATES RESERVED RIGHT

APPURTENANT TO

COLORADO NATIONAL MONUMENT

WATER DIVISION NO. 5

NATURE OF DECREE: Conditional and Absolute, as described with greater specificity below.

SOURCE: All water found within or touching those reservations of land for the Colorado National Monument as described below under "DIVERSIONS AND IMPOUNDMENTS -- CONDITIONAL".

PRIORITY DATE: The date of reservation or withdrawal as shown below under "DIVERSIONS AND IMPOUNDMENTS -- CONDITIONAL".

GENERAL PURPOSES AND USES:

The purpose of the Colorado National Monument is to conserve and maintain in an unimpaired condition the scenic, aesthetic, natural, and historic objects of the monument, as well as the wildlife therein, in order that the monument might provide a source of recreation and enjoyment for all generations of citizens of the United States. That purpose permits the utilization of water under the reservation doctrine in the form of direct flow and storage rights, transportation rights, and well rights as follows:

1. Recreational uses including, but not limited to, drinking for the general public.
2. Domestic uses including, but not limited to, campground uses, public drinking uses.
3. Agriculture and irrigation including, but not limited to, irrigation of reseeding of roadsides, reestablishment of natural grasses.
4. Stock grazing and watering including, but not limited to, watering of horses of park service

employees and horses of visitors to the monument, provided that no reserved water is utilized for stock grazing and watering of stock belonging to persons using monument lands as permittees, lessees, or under any other form of permission of the United States.

5. Uses for the development, conservation, and management of resident and migratory wildlife, including, but not limited to, watering of wildlife on the national monument.
6. Fire fighting and prevention uses including, but not limited to, water for fighting and preventing wild land or forest fires and structural fires.
7. Forest improvement and protection uses including, but not limited to, irrigation for the sustenance of natural tree growth, irrigation of areas impacted by heavy human use, water for fighting and prevention of wild land or forest and structural fires.
8. Commercial and sanitary uses including, but not limited to, concession and other tourist-related uses, provided that no reserved water is utilized in such uses where such uses are operated by private individuals having permits, leases, or other permission from the United States.
9. Road watering uses including, but not limited to, water for compaction of roads.
10. Wilderness preservation uses.
11. Flood, soil, and erosion control uses including, but not limited to, waters used for the protection and restoration of natural vegetation.
12. Uses for the preservation of scenic, aesthetic, and other public values.

DIVERSIONS AND IMPOUNDMENTS -- ABSOLUTE.

Subject to and in accordance with the preceding and following provisions of this decree, the United States is granted absolute water rights with a priority date of May 24, 1911, in and for current diversions of water from springs on the Colorado National Monument as shown below, insofar as they may be located in Water Division No. 5:

Name	Location	Amount
CNM #1	SW1/4 of NW1/4, Sec. 8, T. 12 S., R. 101 W., 6 P.M.	0.0011 c.f.s.
CNM #2	NE1/4 of NE1/4, Sec. 3, T. 12 S., R. 101 W., 6 P.M.	0.0011 c.f.s.
CNM #3	SW1/4 of NE1/2, Sec. 31, T. 11 S., R. 101 W., 6 P.M.	0.0022 c.f.s.
CNM #4	NE1/4 of NE1/4, Sec. 34, T. 11 S., R. 101 W., 6 P.M.	0.0022 c.f.s.
CNM #5	NE1/4 of NW1/4, Sec. 21, T. 11 S., R. 101 W., 6 P.M.	0.0022 c.f.s.
CNM #6	NE1/4 of SW1/4, Sec. 18, T. 11 S., R. 101 W., 6 P.M.	0.0011 c.f.s.
CNM #7	NW1/4 of SW1/4, Sec. 32, T. 1 S., R. 1 W., Ute P.M.	0.0011 c.f.s.

DIVERSIONS AND IMPOUNDMENTS -- CONDITIONAL:

1. Subject to and in accordance with the preceding and following provisions of this decree, the United States is granted conditional water rights in and for future additional diversions and impoundments of water on the Colorado National Monument.

2. The cumulative amount of these conditional water rights shall not exceed the following amounts:

   a. Direct Flow: 0.022 c.f.s.

   b. Storage: 8.03 acre-feet.

   Provided, however, that the above amounts are the cumulative totals applicable to Colorado National

Monument, regardless of whether future diversions and impoundments occur in Water Division No. 4 or No. 5.

3. In December of every fourth calendar year following the entry of this decree, the United States shall apply for a finding of reasonable diligence by the District Court in and for Water Division No. 5 with regard to the identification and construction of said additional diversions or impoundments.

4. As each such additional diversion and impoundment is completed and water therefrom applied to a beneficial use consistent with the purposes for which the monument was reserved, an application to make a conditional water right absolute shall be filed with the Court. Notice shall be given and hearings held pursuant to Colorado law.

5. Each such additional diversion and impoundment which is determined by the Court to relate directly to the purposes of the monument reservations shall be entitled to a priority date as of the date of reservation for the lands upon which the diversion or impoundment is located, as set forth immediately below:

The following lands were reserved either on May 24, 1911, by Presidential Proclamation, on March 3, 1933, by Presidential Proclamation, or August 17, 1959, by Presidential Proclamation:

T. 12 S., R. 101 W., 6 P.M.
Lots 2, 3, 5, 6, S1/2 NW1/4 and SW1/4 Sec. 2;
Secs. 3, 4, 5, 6, 8, 9, 10 & 11, reserved 5/24/11.
Secs. 13 & 14, reserved 3/3/33.

T. 11 S., R. 102 W., 6 P.M.
Those portions of the following lands lying within Water Division No. 5 as described in C.R.S. §37-92-201(e) (1973):
E1/2 Secs. 24, 25 & 36; and S1/2 SE1/4 Sec. 13, reserved 5/24/11.
NE1/4 and N1/2 SE1/4 Sec. 13 reserved 3/3/33.
SE1/4 SE1/4 NW1/4 and NE1/4 NE1/4 SW1/4 Sec. 36 reserved 8/17/59.

T. 1 N., R. 2 W., Ute Meridian
SE1/4 Sec. 32 reserved 5/24/11.
Sec. 31; SW1/4, W1/2 NW1/4, SE1/4 NW1/4, S1/2 S1/2
NE1/4 NW1/4, and S1/2, and S1/2 S1/2 NW1/4 NE1/4 Sec.
32; and that portion of Sec. 33 lying east of the line
described as follows:
Beginning at the SE corner of SE1/4 NE1/4 Sec. 32 thence
S. 53° 49' E. 2,240 feet to a point on the north line
of S1/2 SW1/4 Sec. 33
Thence easterly approximately 3,472 feet to the NE corner
SE1/4 SE1/4
Thence southerly 1/4 mile to the SE corner of Sec. 33
Reserved 3/3/33.
N1/2 NW1/4 NE1/4, N1/2 S1/2 NW1/4 NE1/4, N1/2 NE1/4
NW1/4, N1/2 S1/2 NE1/4 NW1/4 Sec. 32, reserved 3/17/59.
T. 11 S., R. 101 W., 6 P.M.
SW1/4 NW1/4, SW1/4, W1/2 SE1/4 and SE1/4 SE1/4 Sec.
17; NE1/4, NE1/4 NW1/4, S1/2 NW1/4, and S1/2 Sec. 18;
Secs. 19 & 20; NW1/4 NW1/4, S1/2 NW1/4, SW1/4 and W1/2
SE1/4 Sec. 21; SW1/4, W1/2 SE1/4 Sec. 27; Secs. 28 through
34 inclusive; and W1/2 SW1/4 Sec. 35, reserved 5/24/11.
That portion of the Township lying east of the line
described as follows and not already reserved as of
5/24/11:
Beginning at the SE corner of Sec. 33, T. 1 N., R. 2
W. Ute Meridian a point on the N boundary of Sec. 17,
T. 11 S., R. 101 W.
Thence W. 455 feet to a point;
Thence S. 23° 04' W., 701 feet to a point;
Thence S. 38° 16' E., 1,250 feet, more or less, to a
point on the E boundary of the SW1/4 NE1/4 Sec. 17;
Thence S. 31° 52' E., 1,556.2 feet to the SE corner
NE1/4 SE1/4;
Thence S. 44° 55' E., 1,853 feet to the SE corner SW1/4
SW1/4 Sec. 16;
Thence S. 44° 58' E., 1,853 feet to the SE corner NE1/4
NW1/4 Sec. 21;
Thence S. 45° 02' E., 1,877.3 feet to the SE corner
SW1/4 NE1/4 Sec. 21;
Thence S. 26° 27' E., 2,864.8 feet to the SE corner Sec. 21;
Thence S. 44° 06' E., 1,922.5 feet to the SE corner
NW1/4 NW1/4 Sec. 27;
Thence S. 44° 47' E., 1,912.6 feet to the center Sec. 27;
Thence E. 1/4 mile to NE corner NW1/4 SE1/4 Sec. 27;
Thence S. 1/2 mile to SE corner SW1/4 SE1/4 Sec. 27;
Thence E. 1/4 mile to NE corner Sec. 34;
Thence S. 1/2 mile to the West 1/4 corner Sec. 35;
Thence E. 1/4 mile to NE corner NW1/4 SW1/4 Sec. 35;
Thence S. approximately 1/2 mile to a point on the Town-
ship line dividing Tps. 11 & 12 S., R. 101 W., 6th P.M.
Reserved 3/3/33.
T. 1 S., R. 1 W., Ute Meridian
S1/2 S1/2 SE1/4 Sec. 30; N1/2, SW1/4, N1/2 SE1/4, and
N1/2 S1/2 SE1/4 Sec. 31; and E1/2 SW1/4 Sec. 32, re-
served 3/3/33.
S1/2 S1/2 SE1/4 Sec. 31, reserved 8/17/59.

6. Each such additional diversion and impoundment which is found by the Court to be used for purposes other than those for which the monument was reserved shall be given a priority date as of the date of appropriation for said diversion or impoundment, shall be subject to prior appropriations, and shall not be considered a part of the reserved right for monument reservations.

DIVERSIONS AND IMPOUNDMENTS -- TOTAL AMOUNT:

The total amount of water set out in the absolute and conditional decrees described above shall be the maximum and final claim of the United States for reserved right diversions and impoundments on the Colorado National Monument.

The Fruita Times
Fruita, Colorado
Thursday, March 4, 1982

Letters to the editor

Comrades in disputes with the national park service

Editor:

Since I am involved in an action in U.S. district court defending my right, as a citizen of Mesa county, to freely travel the joint use public highway between Glade Park and Grand Junction. I am able to identify wholeheartedly with the citizens of Fruita who are apparently being wrongfully pressured into paying for a water supply system for the Colorado national monument.

What seems to be happening is that CNM administrators (with the support of the US department of the interior, in my case) are trying to illegally generate additional revenue not lawfully provided by the legislative branch of the government. To achieve this end, they are flagrantly violating the rights of the citizens of Mesa county to travel the public highway and, in the case of Fruita, to repair a waterline on a water right that has been in existence since before the Colorado national monument was originally proclaimed as "Monolith Monument national park" in 1911.

The simple fact is the proclamation of the Colorado national monument is subject to the public easements (public roads, water rights, etc.) that existed at the time of proclamation.

In the road case, I have pointed out that the U.S. Supreme Court decided (in Colorado v. Toll, superintendent of Rocky Mountain national park, 268 U.S. 228) in 1925 that the federal government is without the authority to control public highways to the exclusion of the state. Way back in 1925 the federal bureaucrats tried to exact an illegal toll over a Colorado road and failed to make it stick. Although I haven't personally researched Fruita's water situation, I don't have the slightest doubt that the CNM administrators are out of line once again.

If I were the city of Fruita, I would simply send the work crews up to begin repairing the pipeline — with a couple of police officers riding shotgun if necessary. If the cheeky federal bureaucrats are so sure they're right, let them go into court and get an injunction if they can. Meanwhile the waterline would receive the needed repairs.

In view of these recent events, and the fact that our local public officials are apparently oblivious to them, the question becomes: Are the Mesa county commissioners and Gerald Ashby working for the citizens of Mesa county or for the federal bureaucracy?

And since we're asking questions, where is the so-called free press, whose duty it is to inform the public of these gross injustices? Perhaps, like Nero, they are fiddling while individual citizens and smaller communites are forced to struggle along in silence and while federal bureaucrats use their power to violate our legal rights with impugnity in the relative comfort of almost non-existent public exposure.

John R. Wilkenson
Glade Park, Colo.

OKW

02-03-1982: letter to dave, thank you for forwarding copies of information concerning the original right of way for the fruita water s

FEB 5'82

L3031

COLM

ret 2/10

February 3, 1982

Rocky Mountain Regional Office	Initial & Date
Regional Director	
Deputy Regional Director	
Administration	
Park Operations	
Plan & Resource Pres.	
Coop Prog	
Communications & P.A.	
EEO	
Oper Eval	
[illegible]	2/8
Action Taken	

Mr. Dave McKinley, Attorney
City of Fruita
P. O. Box 638
Fruita, Colorado 81521

File

Dear Dave:

Thank you for forwarding copies of information concerning the original right of way for the Fruita pipeline. Both items were already a part of our files on the Fruita water system. I am returning your enclosures with this letter.

Our files indicate that the original right of way for Fruita's pipeline was covered under a permit issued by the Department of the Interior. The final permit was signed by Mr. I. (sic) R. Smith, Mayor of Fruita, on March 1, 1915 and was written to run for a 50-year period. According to our information, that permit was never renewed. If you have a need to review this information, I would be happy to make it available to you.

Again, thanks for forwarding the information.

Sincerely,

/s/ Dennis K. Huffman

Dennis K. Huffman
Superintendent

Enclosures 2

bcc:
RMR-D
RMR-P, Strait
Jack Little, Regional Solicitor

NPS:DKHuffman:aku:02/02/82:322-0350

RMR-M

RMRO-20

NATIONAL PARK SERVICE
Rocky Mountain Regional Office

Routed for: [X] Info
[ ] Action

[X] Incoming Call
[ ] Outgoing Call

MESSAGE RECORD

Date 3/5/81 (Thursday)

To: Lorraine
Strait - RMR-P
~~Wolfe - RMR-M~~
Harpster - RMR-DP) copy to e

Subject: Colorado NM waterline

Name and Title Dave Jensen

Representing Senator Armstrong's office (Grand Junction) Telephone No.

Address

NPS Personnel in on Call Jim Thompson

Conversation:

Dave called to ask the status of the Colorado water project and the status of negotiations. Explained to him where we are in relation to completion of the project and that we have not made a decision whether or to what degree we would be willing to share in reconstruction of the Fruita waterline. I indicated to him that we probably would not have a determination on this until after the President's budget message. Dave was definitely pressing for an answer. I reiterated our commitment to notify the Town before we made any move toward petitioning the Ute Water District. He concluded the conversation by saying he would inform the Town we did not have any answers at this time and that Secretary Watt had indicated we would be a good neighbor but that the park had been a bad neighbor and the best way would be to build a new waterline for Fruita. (to be a good neighbor)

Discussed this with Little and Huffman. Jack also had a conversation with Jensen. Huffman had spent the day with Armstrong's and Brown's aides, so everyone has the same information. Little believes we need to inform the Town of our intentions and that we should do so as soon as possible. Suggested immediately after March 10, after the President's budget message.

Follow-up Action to be Taken:

Also discussed w/Strait.

Follow-up Action Taken:

* U.S. Government Printing Office:1974-781-136/257 Reg.8

12-10-1980: memorandum, meeting with fruita officials; december 10, 1980

MW's copy

United States Department of the Interior

NATIONAL PARK SERVICE
ROCKY MOUNTAIN REGIONAL OFFICE
655 Parfet Street
P.O. Box 25287
Denver, Colorado 80225

Rocky Mountain Regional Office

DEC 10 '80

IN REPLY REFER TO:
D5039 (RMR)P

	Initial & Date
Regional Director	
Deputy Regional Director	
Administration	
Park Operations	MW 12/10
Plan & Resource Prot	
Communications & P.A.	
EEO	
Action Taken	

Memorandum

To: Files--For the Record

From: Superintendent, Colorado National Monument

Subject: Meeting with Fruita Officials--November 12, 1980

Attendees: Fruita Town Attorney Laird Milburn
Sanator Armstrong's Representative David Jensen
Fruita Mayor Wallace Downer
Fruita Town Administrator David Temple
Associate Regional Director (NPS) Dick Strait
Assistant Regional Solicitor (DOI) Vern Witham
Regional Director Lorraine Mintzmyer
Superintendent, Colorado NM, Dennis Huffman

Considerable comment centered around the proposed agreement between Fruita and the National Park Service transmitted by Fruita Town Attorney Milburn to the Department of the Interior Regional Solicitor Jack Little on April 4, 1980. Fruita officials expressed concern that they have to have assurance that an agreement allowing them to continue to use the old waterline or build a new waterline must be irrevocable for them to obtain loans or grants from Federal, State, or private organizations. They felt that no organization/agency would loan/grant them large sums of money if the "guts" of the line could be taken from the middle without their control. Vern Witham strongly indicated that no official of the Department of the Interior had the authority to give an interest in Federal lands via an irrevocable agreement/permit. He indicated that this would be tantamount to vesting an interest in the land itself rather than the authority to "use" a parcel of Federal lands for a specific purpose for a specific period of time. Discussion also centered around whether Fruita could work with the Farmers Home Administration to get loans without the irrevocable clause. Vern Witham offered that his personal experience with the FHA indicated that this would be contrary to FHA regulations as he understood them. It was agreed that Fruita Town officials should pursue this to determine what options were available to them with FHA and the Colorado Water Conservation Board. Fruita Town Administrator Temple asked Vern Witham to provide him

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with the applicable FHA regulation cited to save him the trouble of researching them. Vern Witham agreed to do this. David Jensen suggested that if the current FHA regulations were not favorable to the direction Fruita wanted to take, there was always the special legislation option to alter the regulations in Fruita's favor. He also eluded to the possibility of altering current laws/regulations regarding irrevocable permits or agreements by introducing special legislation.

Laird Milburn then suggested that perhaps a special use permit could be written with sufficient specificity to avoid unreasonable and capricious revocability by the National Park Service. Vern Witham again suggested that the 1921 Act (16 USCA 79) prohibited anyone or any organization from acquiring a proprietary interest in public lands. Vern again said that only the Congress could grant such a proprietary interest in public lands. This was the point at which David Jensen suggested special legislation to alter applicable laws.

Regional Director Mintzmyer raised the issue of extremely tight construction funding for the entire National Park Service and the difficulty in obtaining funds for any portion of the waterline under a new agreement. Additional explanations were given with the caution that those National Park Service employees in the room could not legally sign any agreement that would pre-empt Congress' authority to approve line-item construction projects in areas of the National Park System. In addition, the view was expressed that National Park Service employees in the room could not pre-empt the authority of the Director of the National Park Service to prioritize construction projects Systemwide. Examples of high priority needs against the current austere construction budget were explained, such as water and sewer systems that do not meet public health standards, fire and safety code violations on aged concession buildings, etc. David Jensen suggested that Senator Armstrong might, through special legislation, make a "gift" to the National Park Service of sufficient funds to rebuild the Headquarters--north boundary section of the waterline. Regional Director Mintzmyer offered that this was probably not very likely. Mr. Jensen countered something like, it might be interesting to try. Laird Milburn asked if this type of process would be easier if the National Park Service became a strong advocate for the funding/construction. He strongly suggested that we do. Regional Director Mintzmyer explained that there are precedents for this sort of construction, but that the costs to the taxpayer must be commensurate with the benefits derived by the Government. She indicated that she would not be discharging her responsibility to safeguard tax dollars if she approached this process any other way. Jensen asked if the Government's costs for litigation over this matter would be included in this cost/benefit derived ratio.

David Temple was asked how soon Fruita would be able to move on rebuilding their portion of the waterline. He indicated from 3 to 5 years depending on costs. He specifically asked what National Park Service requirements would be for a waterline along the Rim Rock Drive. I suggested that for environmental, aesthetic, and maintenance reasons, laying a pipeline "on" the shoulder of the Rim Rock Drive would be unacceptable. Milburn asked if that would be true for the entire length. Fruita officials then asked if the

National Park Service could give them some indication of how much of the route must be buried and how much could be laid on the surface. Associate Regional Director Strait offered that his shop could come up with an idea of how much waterline must be buried and to what depth.

It was requested that the National Park Service review the proposed agreement and respond regarding specific problem areas to the Fruita Town Board and Laird Milburn. During the course of the overall conversation, Milburn asked for a clarification on Jack Little's role in future negotiations. Regional Director Mintzmyer indicated that he would be returning to Denver this calendar year, but emphasized the advisory role of the Solicitor's Office and the idea that they did not make the final National Park Service decisions. Milburn mentioned that he certainly felt that Jack Little had committed the Government on several occasions, specifically his letter of May 23, 1980. No additional comments were made, except Regional Director Mintzmyer agreed that we would review the proposed agreement and make specific comments regarding areas of concern.

Mr. Jensen then quizzed the Regional Director regarding our new test wells. He wanted to know why we were even there if our new wells were so great--he saw no reason for the National Park Service to be willing to negotiate a new agreement. Regional Director Mintzmyer responded by indicating we were there in the interest of being good neighbors and in the interest of obtaining the best stable water source for Colorado National Monument.

Dennis K. Huffman

cc:
Park files
RMR-P
RMR-PC
RMR-DP
RMR-MW

OPTIONAL FORM NO. 10
JULY 1973 EDITION
GSA FPMR (41 CFR) 101-11.6

UNITED STATES GOVERNMENT

Memorandum

TO Files For The Record **DATE:** November 12, 1980

FROM : Superintendent, Colorado National Monument

SUBJECT: Meeting With Ute Water Conservancy District Officials - November 12, 1980

Attendees: Regional Director Lorraine Mintzmyer
Ute Water Conservancy District Manager Wayne Weathers
Assistant Regional Solicitor (DOI) Vern Witham
Associate Regional Director (NPS) Dick Strait
Superintendent, Colorado NM, Dennis Huffman

The meeting was held on the morning of November 12, 1980 to ascertain from officials of the Ute Water Conservancy District if they would in fact be able to fulfill the terms of the agreement between their organization and the NPS that was initiated in August of 1979. The following major items came out of that meeting:

1. Mr. Weathers indicated that as far as he was concerned, Ute Water had the ability (legally) and the obligation to fulfill it's part of the agreement and furnish water to COLM. He said that contrary to what the Fruita Town lawyer had been saying, Ute Water's lawyer had approved the concept of furnishing water to the NPS. Acting on that legal advice, the Board of Directors and Mr. Weathers had entered into the agreement. Mr. Weathers felt that the Board would continue to uphold that original decision. He did indicate that there were still two obstacles to consumating the agreement/service:

A. COLM must be annexed into Ute Water's service area. This requires a three week public notice in the local news media and an approval by the Board of Directors. The three weeks public notice period allowed time for comments by members of the public regarding the annexation. Mr. Weathers indicated that he saw nothing illegal about annexing Federal lands and that in fact they were already servicing other similar installations such as the Grand Junction Airport, the BLM/DOT/WPRS building, and the BLM slurry bomber operation. He was asked what the outcome might be if the Town of Fruita put up a concerted voice in opposition to the annexation. Weathers felt that the Board had already made their decision when they authorized him to sign the agreement and that he thought they would stick by their original decision. He indicated that he was prepared to recommend to the Board that they do so.

B. Before annexation can be accomplished, a vehicle needs to be devised for COLM/NPS to fulfill their obligation in lieu of mill levy that is normally assessed against any customers receiving Ute water. Weathers explained that the mill levy is assessed all customers and is used to fund the organization's capitol improvement program. This is what Fruita Town Attorney Milburn has



5010-110

Buy U.S. Savings Bonds Regularly on the Payroll Savings Plan

been using to suggest that for Ute to serve COLM would be illegal. Weathers was asked if his organization would be willing to accept payment in lieu of mill levy on a lump sum basis - he indicated that they would. He also responded affirmatively to the suggestion of a monthly surcharge added to COLM's monthly water bill. He suggested that they would need an estimate of the acreage actually contained in the "water use area" to compute such a surcharge. In discussions between those present, it was agreed that Ute would develop their own figures for a lump sum payment and for a monthly surcharge and the NPS would do likewise. We would then meet again to negotiate the final charges.

2. Mr. Weathers indicated that his workers were already involved in installing pressure reducing equipment on lateral lines and removing pressure reducing equipment on the main water line that will serve COLM. He explained that this was being done so they could provide the 35 gallons per minute at 20 pounds per square inch as called for in our agreement. It was clear that this project is ongoing and that Ute Water is expending funds to accomplish it.

3. When asked how long it would take to make the hook-up from their existing water main to COLM's connecting line, Weathers indicated that it could be accomplished in a very short period of time.

4. Weathers seemed to feel that the NPS would also be liable for the tap fee and the cost of the water meter at the monument boundary. There was some discussion as to whether these items were already covered in the lump sum figure in the August 1979 agreement. Mr. Weather's chief engineer was on annual leave and this subject was not pursued further.

Dennis K. Huffman

D5039 (RMR)D

NOV 7 1980

Honorable William L. Armstrong
United States Senate
Washington, D.C. 20510

Dear Senator Armstrong:

As a followup to a telephone conversation between Deputy Regional Director James B. Thompson of this office and Bob Palmer of your office, enclosed is a briefing statement on the Fruita Water System, Colorado National Monument. Your interest in the programs of the National Park Service is appreciated.

Sincerely yours,

/S/L. LORRAINE MINTZMYER

L. Lorraine Mintzmyer
Regional Director
Rocky Mountain Region

Enclosure

cc:
WASO-190 (Congressional Liaison), w/c encl.
Supt., Colorado NM, w/c enel.
RMR-MW, w/c encl.

THallahan:th 11/6/80

1. Dick
2. PC

cc - MW, Mehrl

ad 10/17

OCT 17 1980

D5039 (RMR)D

Mr. Laird T. Milburn
Dufford, Waldeck & Williams
Suite 900, Valley Federal Plaza
P.O. Box 2188
Grand Junction, Colorado 81501

Dear Mr. Milburn:

Being a new appointee to this position here, I have been acquainting myself with the Fruita water situation, as well as many other matters throughout the Region. I plan to brief the Director of the National Park Service regarding this situation in the very near future. I will then be in a position to meet with town officials to discuss the National Park Service position during the first part of November and will contact you directly regarding the proposed meeting date and time, etc.

Sincerely yours.

L. Lorraine Mintzmyer
Regional Director
Rocky Mountain Region

cc:
Reg. Solicitor, Rocky Mountain Region,
Denver, Colorado
WASO-002
Supt., Colorado NM
RMR-P, Strait

LMintzmyer:th 10/17/80

Thompson
~~Ashley~~
~~McKee~~

D5039 (RMR)D

SEP 3 1980

Memorandum

To: Deputy Director, National Park Service

From: Regional Director, Rocky Mountain Region

Subject: Fruita Water System, Colorado NM

Attached is a summary of events on the Fruita Water System at Colorado National Monument. The current situation is that Director Dickenson in a meeting here in the Regional Office this past June decided we would not acquiesce to the Town of Fruita and would be going our own way in obtaining water. That decision was made when we thought all things were going well with boring a hole for water transmission from Ute Conservancy to monument headquarters. The boring has run into a snag as rock through which we are boring is crumbly and collapses around the hole. We are currently negotiating with the contractor and striving for a solution to the problem. We are also in the process of drilling a test well to determine if we can supply our own water. Pending results of these two matters, I am stalling on meeting with the town to reveal our selected course of action.

To buy a little time, I would suggest a response to the town's attorney along the lines of the attached draft.

LORRAINE MINTZMYER

Enclosures

cc:
Supt., Colorado NM, w/cy. of draft

LLMintzmyer:th 9/2/80

DRAFT
LLMintzmyer:th 9/2/80

Mr. Laird T. Milburn
Dufford, Waldeck & Williams
Suite 900, Valley Federal Plaza
P.O. Box 2188
Grand Junction, Colorado 81501

Dear Mr. Milburn:

The new Regional Director of the Rocky Mountain Region has been acquainting herself with the Fruita water situation, as well as many other matters throughout the Region. She plans to brief the Director of the National Park Service regarding this situation in early October. She will then call for a meeting with town officials to present the National Park Service position. She has also assured me she will contact you directly regarding the proposed meeting date and time, etc.

Sincerely yours,

David A. Watts

cc:
Reg. Dir., Rocky Mountain Region (2)

Insert here the briefing statement on the Town of Fruita which was written by W.L. Mekeel in June of 1980 for the Director.

SPECIAL

Lorraine re Trista water system. th

NATIONAL PARK SERVICE WASO MAGNAFAX FORM

DATE: 8/29/80 TIME: 12:05

TO: LORRAINE MINTEMEYER - RD, ROMRO ROCKY MOUNTAIN REGION

FROM: ANN BOWMAN - 002

SUBJECT: SOLICITOR'S LETTER

NUMBER OF PAGES TO FOLLOW: 2

SPECIAL INSTRUCTIONS: RUSH for DD's office! Review copy to Bowman

IF THERE IS A PROBLEM CALL 202-343-3144 or 3143

00-00-0000: note, to director, nps

DEPARTMENT OF THE INTERIOR
OFFICE OF THE SOLICITOR
WASHINGTON, D. C. 20240

Note

To: Director, NPS

Re: Fruita/Monument Water Situation

Russ:

Who could bring me up to date on where we are with this project. I need to respond to this letter.

David A. Watts

08-01-1980: letter to jack: i am wondering if any progress has been made concerning our negotiations over the fruita/monument w

DUFFORD, WALDECK & WILLIAMS
ATTORNEYS AT LAW
SUITE 900 - VALLEY FEDERAL PLAZA
P.O. BOX 2188
GRAND JUNCTION, COLORADO 81501

D. J. DUFFORD
WILLIAM G. WALDECK
G. DALE WILLIAMS
HUGH D. WISE
LAIRD T. MILBURN
JOSEPH C. COLEMAN

RICHARD M. BROWN
RICHARD L. WILLIAMS
WILLIAM M. T. FREY
AMANDA D. BAILEY

August 1, 1980

John R. Little, Jr.
Regional Solicitor
Office of the Solicitor
Denver Region
Denver Federal Center
Denver, CO 80225

Dear Jack:

I am wondering whether any progess has been made concerning our negotiations over the Fruita/Monument water situation. Would you please advise as to the status of the matter?

Sincerely,

LAIRD T. MILBURN

LTM:ds

Rocky Mountain
Regional Office

United States Department of the Interior

MAY 7 '80

OFFICE OF THE SOLICITOR

DENVER REGION
P.O. BOX 25007
DENVER FEDERAL CENTER
DENVER, COLORADO 80225

A44 COLM

May 6, 1980

~~Regional Director~~	
~~Deputy Reg. Director~~	
Administration	
~~Basic Operations~~	
~~Natural Resource Prog.~~	
Executive Assistant	
~~Communications & P.A.~~	
EEO	
Action Taken	

Laird T. Milburn
Duffprd, Waldeck & Williams
Attorneys-At-Law
Suite 900, Valley Federal Plaza
P.O. Box 2188
Grand Junction, Colorado 81501

Re: Proposed Agreement Between the Town of Fruita and the National Park Service - Colorado National Monument Fruita Water Line

The Regional Director and this office have reviewed the material you submitted to us with your letter of April 4, 1980.

We are encouraged by the general concept you have proposed in these documents. The Regional Director has advised that she now believes that this proposal should be given serious consideration by the National Park Service. However, since the proposal would require substantial appropriations in future years, it will be necessary for the Regional Director to obtain the concurrence of the Director of the Park Service and the Department before the details can be further considered in negotiations between representatives of the Town and the Park Service.

While the Regional Director and this office are favorably disposed to the basic concepts of your proposal, it should be understood that there are several provisions in your draft agreement with which we are not in agreement and which will obviously be the subject of further discussions if and when the general concept has been approved by the Director and the Department. When a response is received from the Director, we will be in contact with you.

Sincerely,

John R. Little, Jr.
Regional Solicitor

cc: Regional Director, RMR, NPS
Associate Solicitor, Conservation & Wildlife

04-11-1980: memorandum, water line dispute; april 11, 1980

United States Department of the Interior

OFFICE OF THE SOLICITOR

DENVER REGION
P.O. BOX 25007
DENVER FEDERAL CENTER
DENVER, COLORADO 80225

April 11, 1980

Rocky Mountain Regional Office
APR 14 1980

Regional Director	
Deputy Reg. Director	
Administration	
Park Operations	
Plan & Resource Pres.	
Executive Assistant	
Communications & P.A.	
EEO	
Action Taken	

Memorandum

To: Regional Director, Rocky Mountain Region, NPS

From: Regional Solicitor, Rocky Mountain Region

Subject: Water Line Dispute--Colorado National Monument--
Town of Fruita, Colorado

Enclosed is a letter, with attached draft agreement, from the Attorney for the City of Fruita. Your early review and reaction to this document is requested.

John R. Little, Jr.
Regional Solicitor

Enclosure

APR 7 1980

DUFFORD, WALDECK & WILLIAMS
ATTORNEYS AT LAW
SUITE 900 - VALLEY FEDERAL PLAZA
P.O. BOX 2188
GRAND JUNCTION, COLORADO 81501

D. J. DUFFORD
WILLIAM G. WALDECK
G. DALE WILLIAMS
HUGH D. WISE
LAIRD T. MILBURN
JOSEPH C. COLEMAN

RICHARD H. KROHN
ROBERT I. WILLIAMS
WILLIAM H. T. FREY
AMANDA D. BAILEY

GEORGE S. GRAHAM
OF COUNSEL

AREA CODE 303
TELEPHONE 242-4614

DUE
LITTLE
WILLIAMS
MILBURN
FREY
BAILEY

April 4, 1980

John R. Little, Jr.
Regional Solicitor
Office of the Solicitor
Denver Region
Denver Federal Center
Denver, CO 80225

Re: National Park Service/Town of Fruita, Colorado

Dear Mr. Little:

I am enclosing herewith a proposed draft of a water service agreement between the National Park Service and the Town of Fruita, Colorado. I would appreciate your reviewing the document and letting me know your comments as soon as conveniently possible.

Very truly yours,,

LAIRD T. MILBURN

LTM:ds
Enc.

DRAFT DO NOT EXECUTE

NATIONAL PARK SERVICE/TOWN OF FRUITA
WATER SERVICE AGREEMENT
COLORADO

This contract was made the ____ day of April, 1980, by and between the UNITED STATES OF AMERICA (hereinafter "United States"), acting through the Secretary of the Interior by his duly authorized representative, the Regional Director, Rocky Mountain Region, National Park Service (hereinafter "the Service") pursuant to the act of Congress of August 25, 1916 (39 Stat. 535), and Acts amendatory thereof or supplementary thereto, including, without limitation by this enumeration, the Acts of Congress approved August 8, 1953 (67 Stat. 495) and August 18, 1970 (84 Stat. 826), and TOWN OF FRUITA (hereinafter "the Town"), organized under the laws of the State of Colorado.

RECITALS

1. On June 1, 1935 the United States, acting by and through the Assistant Secretary of the Interior, and the Town of Fruita, entered into a contract wherein the Service agreed (a) to construct a pipeline from a point on the south boundary of the Colorado National Monument, Colorado, to a point on or near the north boundary of such monument and agreed (b) to allow the Town to use such pipeline as a flowage channel for its domestic water supply in return for the Town's agreement that it would provide the Service pure and wholesome supply of water, at all times thereafter, in the amount of ten percent (10%) of the flow of water through the pipeline described in this paragraph. Thereafter, from the time of the execution of the agreement which occurred on June 1, 1935, through sometime in August of 1977, the Service and the Town obtained their domestic water supply from an area south of the Monument boundary, known as Pinyon

DRAFT DO NOT EXECUTE

Mesa, which was in turn transported by pipeline from such location, through the Colorado National Park, to the Town of Fruita.

2. Subsequent to August, 1977, a dispute arose between the Service and the Town concerning the continued existence of the 1935 Agreement. The Service contended that the Town had breached the 1935 Agreement because of an interruption of the flowage of water through the pipeline constructed by the service pursuant to the parties' original agreement, and because the quality of water flowing through such pipeline did not meet state and federal water quality standards. Thereafter, the Service discontinued the maintenance of the pipeline, constructed by the United States pursuant to the 1935 Agreement, and also discontinued taking any water therefrom for domestic use within the Colorado National Monument. The Town's position in such dispute was that no breach of the Agreement had occurred, excepting for the Service's refusal to continue maintenance of the pipeline, as was the custom and practice of the Service subsequent to execution of the 1935 Agreement, which was in turn a breach of such Agreement by the United States.

Since late summer of 1977, through the present date, the parties have engaged in extensive discussions and negotiations concerning the rights and duties of the United States and the Town, as set forth in the 1935 Agreement, in an effort towards resolving all outstanding differences that may exist relative thereto without the necessity of litigation. Such efforts of the parties have now culminated in this Agreement.

WHEREFORE, in light of the mutual promises of the parties contained herein, the Recitals hereto, and other

good and sufficient consideration, the parties agree as follows:

AGREEMENT

1. Term. The term of this Agreement shall be for a period of forty-five (45) years from and after the date hereof. The Town shall have an irrevocable right-of-way across the Colorado National Monument, during the term of this Agreement, for the transportation of its domestic water supply from Pinyon Mesa to the Town. Subject to the provisions of paragraph 4 hereof concerning moving a portion of the present waterline, south of the present Headquarters Building of the Colorado National Monument, into the road, such right-of-way shall parallel the existing course of the present waterline from the south boundary to the north boundary of the Colorado National Monument.

2. Costs. During the term of this Agreement, the Town shall provide the Service with treated potable water at a monthly cost commensurate with those fees charged commercial water users within the Town of Fruita. However, the Service may deduct or offset, from such fees charged, all costs of maintenance incurred by the Service as a result of those duties imposed by the terms of paragraph 3(b) hereof, unless the Town is required to purchase water from any other entity in order to fulfill its obligations under the terms of this Agreement to furnish water to the Service, in which case all costs for water purchased by the Town, for use by the Service, shall be paid to the Town without any offset or deduction. Such water shall be delivered at a flow rate of 35 gallons per minute at a minimum residual pressure of 20 psi for the exclusive use of the Service. The quality of the water shall conform to the drinking water standards established for domestic water use by the appropriate State of Colorado regulatory agency.

3. Construction and Maintenance.

(a) The Town will deliver such water to the Service at the Town's water treatment plant. The cost of construction of any water line or pumping facility necessary to transport the water from such location to a point within the Colorado National Monument will be born by the Service. Further, during the term of this Agreement, the Service will maintain, repair, and replace this water line and pumping facility as necessary.

(b) During the term of this Agreement, and subject to the provisions of paragraph 4 hereof, the Service shall maintain that portion of the existing water line that traverses the Colorado National Monument from the Pinyon Mesa collection system to the Town's treatment facility. The Town will maintain the remainder of the water collection system and water line from the water sources on Pinyon Mesa to the water treatment plant within the Town. Maintenance of the water line shall be defined as all work necessary to correct exfiltration of water from the pipe barrel and/or joints and to prevent blockage of the water flow through the line.

4. Replacement of Water Line. The United States, on or before the ____ day of April, 1985, will entirely replace that portion of the water line, traversing the Colorado National Monument, between the present Park Service headquarters and the northern boundary of the Park, which shall be of steel pipe with a diameter of no less than six (6) inches. At the end of the first five (5) year term of this Agreement, or on the ___ day of April, 1985, the Service's obligation to maintain that portion of the present pipeline between the

headquarters of the Colorado National Monument and the Park's southern boundary, may be re-considered. If it can be reasonably determined, at such time, that the cost of continued maintenance of such portion of the pipeline, on an annualized basis, exceeds the sum of $4,000, then the Service's obligation for maintenace of that portion of the pipeline may be discontinued. Thereafter, the Town shall have the option to replace such portion of the pipeline, at the Town's cost, by use of the existing road right-of-way (Rimrock Drive) between the intersection of West Glade Park Road and Rimrock Drive on the Park's southern boundary to the present Park headquarters. Thereafter, should such portion of the pipeline be replaced by the Town, and moved into the existing roadway as described herein, the Service shall thereafter be responsible for maintenance of such portion of the pipeline during the remaining term of this Agreement. Should it be determined that the Service's obligation to maintain the present waterline between the Park Headquarters and the southern boundary of the Colorado National Park is terminated, according to the terms of this paragraph, and should the Town thereafter decide not to exercise its option to replace that section of the pipeline, then either party hereto may terminate this Agreement.

4. Liability. Neither party hereto shall be held liable for any damage, direct or indirect, due to acts of God, strikes, wars, or other occurrence beyond the control of the party which prevents the repair and/or maintenance of the water line, as described herein, or delivery of water arising out of such occurrences. It is mutually understood and agreed that the United States is not prohibited from securing potable water supplies from other sources in such event.

Executed on the day and year first above written.

UNITED STATES OF AMERICA
DEPARTMENT OF INTERIOR
NATIONAL PARK SERVICE

ATTEST:

_____

By_____
Title

TOWN OF FRUITA

ATTEST:

_____

By_____
Title

Rocky Mountain
Regional Office

JAN 30 '80

Regional Director	
Deputy Reg. Director	
Administration	
Park Operations	
Plan & Resource Pres.	
Executive Assistant	
Communications & P.A.	
EEO	
Action Taken	

DeNio CMM

January 25, 1980

Memorandum

To: Files

From: Superintendent, Colorado National Monument

Subject: Public Meeting of January 24, 1980 held by town officials concerning the cost options on the various alternatives for domestic water for residents in the Town of Fruita

Dave Temple, the Town Manager, made an excellent presentation concerning the alternatives. They were, including the cost estimates, as follows:

Alternative 1: Using Ute Water Conservancy District Water

a.

a. Ute operates the entire system, including taking over all of the lines within Fruita. This has a cost estimated at $15 per tap on the average.

b. Fruita uses Ute water but operates their system within the town including their own replacement of broken lines. Cost is estimated at $19.50 per tap, approximately.

Alternative 2: Utilizing Colorado River Water

a. Using the water through an extensive filter system that would add an estimated cost to each tap of approximately $18.57 per month.

b. Using the Ranny System which, as they explained, may or may not be practical. This would result in an estimated cost of $15 per month per tap. The Ranny System is essentially that of putting lateral underneath the river and allowing the natural gravel and whatever on the bottom of the river to do a lot of the filtering of the Colorado River Water.

Alternative 3: Utilizing Pinon Mesa Water, including all of the development costs necessary to bring it up to the standards which the City of Fruita feels necessary. Would have a cost of $43.14 per month per tap, estimated.

My perceptions of the meeting were good. There was no particular hostility directed towards the National Park Service, and a number of significant statements were made by the various members of the audience. It is my perception that the bulk of the audience favored using Ute Water with Ute operating the system, which is the known cheapest cost at $15 per month. Obviously, economics played a factor in that. Secondly, one comment was made about further extending the city's indebtedness which would have to be accrued under all of the other alternatives.

In a conversation on Friday, January 25, 1980, with Henry Lohmeyer, the editor and writer of the Fruita Times, his perceptions were very similar to mine. He did mention that it came as a considerable surprise to at least two members of the board that the audience at the meeting did not express any substantive opposition to the utilization of Ute Water. Similarly, one or more members of the board were surprised at the opposition to the use of Colorado River Water. Mr. Lohmeyer felt that the entire problem of water in Fruita is still "too close to call." But, obviously, at least now all of the citizens have at least a cost comparison to all of the various alternatives.

Robert E. Benton

cc: Glen Bean, Regional Director, RMR

REBenton:vhb:01/25/80

L3031 (RMR)DP

Mayor Wallace Downer
Town of Fruita
151 South Mesa, Box 638
Fruita, Colorado 81521

Dear Mayor Downer:

As we discussed on December 18, 1979, I am enclosing rough drafts for the alternative agreements for water service at Colorado National Monument.

Alternative Agreement No. 1 calls for the United States to pay the Town of Fruita for treated, potable water delivered to the new pump station now under construction by the Park Service. Water rates would be identical to those water rates charged by the Ute Conservancy District for similar class service. Under Alternative No. 1 the Town of Fruita would be required to maintain the entire length of the raw water transmission line including the 6.1 miles that crosses Colorado National Monument.

In Alternative Agreement No. 2 the United States agrees to maintain the 6.1 miles of the raw water transmission that crosses the Monument in exchange for treated, potable water delivered by the Town of Fruita, at no charge, to the new pump station.

I want to emphasize that both Alternative Agreements are still in rough draft form and still open for modifications to accommodate both parties. I look forward to receiving your comments and feel an agreement can be reached that is mutually acceptable.

Sincerely yours,

Glen T. Bean
Regional Director
Rocky Mountain Region

Enclosures

cc:
Mr. David B. Temple, Town Administrator

DADeNio:mms 12/27/79

DRAFT: JW:mgs:12/27/79:5556
Rev. 2

NATIONAL PARK SERVICE

WATER SERVICE AGREEMENT
COLORADO NATIONAL MONUMENT
COLORADO

THE STATE OF COLORADO

COUNTY OF MESA

THIS CONTRACT, made this _____day of_____, 19__ by and between the UNITED STATES OF AMERICA, hereinafter called the United States, acting through the Secretary of the Interior by his duly authorized representative, the Regional Director, Rocky Mountain Region, National Park Service, hereinafter called the Service pursuant to the Act of Congress of August 25, 1916 (39 stat. 535), and Acts amendatory thereof or supplementary thereto, including without limitation by this enumeration the Acts of Congress approved August 8, 1953 (67 Stat. 495) and August 18, 1970 (84 Stat. 826), and TOWN OF FRUITA hereinafter called the Town organized and existing under and by virtue of the laws of the State of Colorado.

WITNESSETH:

WHEREAS, the United States has requested the Town to furnish a permanent supply of potable, fresh water for domestic use for Colorado National Monument, and

WHEREAS, the Town is willing to furnish a permanent supply of water to the United States for the Colorado National Monument upon the terms and conditions herein stated, and it has been determined that the acquisition of a water supply for Colorado National Monument on the terms and conditions as herein provided is advantageous to the United States.

NOW THEREFORE, the Town and the United States do hereby agree:

1. The Town will deliver water to a meter at the north boundary of Colorado National Monument approximately ninety feet west of centerline of the Monument entrance road. Cost of waterline from Town water treatment plant to delivery point will be borne by the service not to exceed_____. The Town, upon completion of this waterline will maintain repair and replace this waterline as required at no expense to the United States.

2. The Town shall deliver water at a flow rate of thirty-five gallons per minute at a minimum residual pressure of twenty psi at the water meter and such water shall be available for the exclusive use of the United States. The quality of the water shall conform to the drinking water standards established for domestic water use by the appropriate State of Colorado regulatory agency.

3. On account of drought of other causes beyond the control of the parties hereto there may occur at times during any year a shortage in the quantity of water available for delivery to the Monument by the Town pursuant to this contract, in such event no liability shall accrue against the Town or any of its officers, agents, or employees for any damage direct or indirect arising out of such shortage.

4. The Town shall provide treated, potable water to the Monument at no cost to the United States.

5. The United States agrees to maintain the 6.1 miles of water waterline that traveres Colorado National Monument. The Town will maintain the remainder of the water collection system and waterline from the water sources located on Pinon Mesa to the water treatment plant.

a. Maintenance of the waterline through the Monument is defined as work necessary to correct exfiltration of water from the pipe barrel and/or joints that can be corrected by using standard repair devices and proceduces.

b. Pipe replacement in sections not exceeding 80 feet will normally be considered as maintenance and will be completed on a case by case basis. As frequency of pipe failure increases, resulting in potential adverse impacts, the appropriate environmental documents will be prepared and alternatives explored for corrective action.

c. Procedures for waterline maintenance within Colorado National Monument reguarding equipment and techniques that may be used are to be developed and followed by Monument personnel in their maintenance activities.

d. Maintenance on the waterline by Service personnel will be completed in a timely manner to minimize service disruptions to the Fruita water treatment plant.

e. The United States shall not be held liable for any damage direct or indirect due to Acts of God, Strikes, or Wars and/or other occurance beyond the control of the United States which prevents the repair and/or maintenance of the waterline or delivery of water arising out of such occurances.

6. It is mutually understood and agreed that the United States is not prohibited from securing potable water supplies from other sources, provided the monthly minimum rates as outlined in the rate schedule are paid by the United States.

7. The United States and the Town will review this agreement at the end of five years and every five years thereafter to insure an equitable agreement continues to exist.

8. It is mutually understood and agreed that this agreement shall be subject to the Supplemental Provisions (Utility Service Contract) attached hereto as Exhibit A and by this reference made a part hereof.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed in triplicate by their duly authorized representative all on the day and year first above written.

UNITED STATES OF AMERICA
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE

By_____

TITLE_____

TOWN OF FRUITA

By_____

TITLE_____

ATTEST:

_____

_____

DRAFT: JW:mgs:12/27/79:5556
No. 1

NATIONAL PARK SERVICE

WATER SERVICE AGREEMENT
COLORADO NATIONAL MONUMENT
COLORADO

THE STATE OF COLORADO

COUNTY OF MESA

THIS CONTRACT, made this_____day of_____,19__ by and between the UNITED STATES OF AMERICA, hereinafter called the United States, acting through the Secretary of the Interior by his duly authorized representative, the Regional Director, Rocky Mountain Region, National Park Service, hereinafter called the Service pursuant to the Act of Congress of August 25, 1916 (39 Stat. 535), and Acts amendatory thereof or supplementary thereto, including without limitation by this enumeration the Acts of Congress approved August 8, 1953 (67 Stat. 495) and August 18, 1970 (84 Stat. 826), and TOWN OF FRUITA hereinafter called the Town, organized and existing under and by virtue of the laws of the State of Colorado.

WITNESSETH:

WHEREAS, the United States has requested the Town to furnish a permanent supply of potable, fresh water for domestic use for Colorado National Monument, and

WHEREAS, the Town is willing to furnish a permanent supply of water to the United States for the Colorado National Monument upon the terms and conditions herein stated, and it has been determined that the acquisition of a water supply for Colorado National Monument on the terms and conditions as herein provided is advantageous to the United States.

NOW THEREFORE, the Town and the United States do hereby agree:

1. The Town will deliver water to a meter at the north boundary of Colorado National Monument approximately ninety feet west of centerline of the Monument entrance road. Cost of waterline from the Town water treatment plant to delivery point will be borne by the United States not to exceed_____. The Town, upon completion of this waterline will maintain repair and replace this waterline as required, at no cost to the United States.

2. The Town shall deliver water at a flow rate of thirty-five gallons per minute at a minimum residual pressure of twenty psi at the water meter and such water shall be available for the exclusive use of the United States. The quality of the water shall conform to the drinking water standards established for domestic water use by the appropriate State of Colorado regulatory agency.

3. On account of drought of other causes beyond the control of the parties hereto there may occur at times during any year a shortage in the quantity of water available for delivery to the Monument by the Town pursuant to this contract, in such event no liability shall accrue against the Town or any of its officers, agents, or employees for any damage direct or indirect arising out of such shortage.

4. The United States shall pay for water delivered in accordance with the established Town commercial rate listed below for water delivered to Colorado National Monument:

FOR 2" METER

First 24,000 Callons	$56.00 minumum monthly rate
Next 24,000 Gallons	$ 2.00 per 1,000 gallons
All over 48,000 Gallons	$ 1.00 per 1,000 gallons

The above monthly rates may be adjusted proportionately to any adjustments enforced upon other Fruita Water Users of a similar class. All water rates are subject to review and revision at any time, after 60 days notice. In no case shall the Fruita rate schedule for the United States exceed the UTE Water Conservacy District rate schedule for a similiar class service.

5. The Town agrees to maintain the entire water collection system and waterline from the water sources located at Pinon Mesa to the water treatment plant including the 6.1 mile section of waterline that traverses Colorado National Monument.

a. Maintenace of the waterline through the monument is defined as work necessary to correct exfiltration of water from the pipe barrel and/or joints that can be corrected by using standard repair devises and procedures.

b. Pipe replacement in sections not exceeding 80 feet will normally be considered as maintenance and will be allowed on a case by case basis. As frequency of pipe failure increases resulting in potential adverse impacts, the appropriate environmental documents will be prepared and alternatives explored for corrective action.

c. Procedures for pipeline maintenance within Colorado National Monument regarding equipment and technique that may be used are to be outlined in a seperate memorandum which will be developed and approved by both the United States and the Town.

6. It is mutually understood and agreed that the United States is not prohibited from securing potable water supplies from other sources, provided the monthly minimum rates as outlined in the rate schedule are paid by the United States.

7. The United States and the Town will review this agreement at the end of five years and every five years thereafter to insure an equitable agreement continues to exist.

8. It is mutually understood and agreed that this agreement shall be subject to the Supplemental Provisions (Utility Service Contract) attached hereto as Exhibit A and by this reference made a part hereof.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed in triplicate by their duly authorized representative all on the day and year first above written.

UNITED STATES OF AMERICA
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE

By_____

TITLE_____

TOWN OF FRUITA

By_____

TITLE_____

ATTEST:

_____

_____

SUPPLEMENTAL PROVISIONS
(UTILITY SERVICE CONTRACT)
NATIONAL PARK SERVICE

1. DEFINITIONS

As used throughout this contract, the following terms shall have the meanings set forth below:

(*a*) The term "head of the agency" or "Secretary" as used herein means the Secretary, the Under Secretary, any Assistant Secretary, or any other head or assistant head of the executive or military department or other Federal agency; and the term "his duly authorized representative" means any person or persons or board (other than the Contracting Officer) authorized to act for the head of the agency or the Secretary.

(*b*) The term "Contracting Officer" means the person executing this contract on behalf of the Government, and any other officer or civilian employee who is a properly designated Contracting Officer; and the term includes, except as otherwise provided in this contract, the authorized representative of a Contracting Officer acting within the limits of his authority.

(*c*) Except as otherwise provided in this contract, the term "subcontracts" includes purchase orders under this contract.

2. EXAMINATION OF RECORDS BY COMPTROLLER GENERAL

(*a*) This clause is applicable if the amount of this contract exceeds $2,500 and was entered into by means of negotiation, including small business restricted advertising, but is not applicable if this contract was entered into by means of formal advertising.

(*b*) The Contractor agrees that the Comptroller General of the United States or any of his duly authorized representatives shall, until the expiration of 3 years after final payment under this contract or such lesser time specified in either Appendix M of the Armed Services Procurement Regulation or the Federal Procurement Regulations Part 1–20, as appropriate, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this contract.

(*c*) The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that the Comptroller General of the United States or any of his duly authorized representatives shall, until the expiration of 3 years after final payment under the subcontract or such lesser time specified in either Appendix M of the Armed Services Procurement Regulation or the Federal Procurement Regulations Part 1–20, as appropriate, have access to and the right to examine any directly pertinent books, documents, papers, and records of such subcontractor, involving transactions related to the subcontract. The term "subcontract" as used in this clause excludes (1) purchase orders not exceeding $2,500 and (2) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

(*d*) The periods of access and examination described in (*b*) and (*c*), above, for records which relate to (1) appeals under the "Disputes" clause of this contract, (2) litigation or the settlement of claims arising out of the performance of this contract, or (3) costs and expenses of this contract as to which exception has been taken by the Comptroller General or any of his duly authorized representatives, shall continue until such appeals, litigation, claims, or exceptions have been disposed of.

3. EQUAL OPPORTUNITY

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

(*a*) 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 Equal Opportunity clause.

(*b*) 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 regard to race, color, religion, sex, or national origin.

(*c*) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency Contracting Officer, advising the labor union or workers' representative of the Contractor's commitments under this Equal Opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(*d*) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(*e*) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(*f*) In the event of the Contractor's noncompliance with

the Equal Opportunity clause of this contract or with any of the said 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 Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(*g*) The Contractor will include the provisions of paragraphs (*a*) through (*g*) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, 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 the contracting agency may direct 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 by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

4. CERTIFICATION OF NONSEGREGATED FACILITIES

The Contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants, and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin, because of habit, local customs, or otherwise. The Contractor further agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause; that he will retain such certifications in his files; and that he will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods).

Notice to prospective subcontractors of requirement for certifications of nonsegregated facilities.

A Certification of Nonsegregated Facilities must be submitted prior to the award of a subcontract exceeding $10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).
NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

5. OFFICIALS NOT TO BENEFIT

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 therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

6. COVENANT AGAINST CONTINGENT FEES

The Contractor warrants that no person or selling 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 or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty the Government shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

7. CONVICT LABOR

In connection with the performance of work under this contract, the Contractor agrees not to employ any person undergoing sentence of imprisonment at hard labor.

8. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT—OVERTIME COMPENSATION

This contract, to the extent that it is of a character specified in the Contract Work Hours and Safety Standards Act (40 U.S.C. 327—333), is subject to the following provisions and to all other applicable provisions and exceptions of such Act and the regulations of the Secretary of Labor thereunder.

(*a*) *Overtime requirements.* No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any laborer or mechanic in any workweek in which he is employed on such work to work in excess of eight hours in any calendar day or in excess of forty hours in such workweek on work subject to the provisions of the Contract Work Hours and Safety Standards Act unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate of pay for all such hours worked in excess of eight hours in any calendar day or in excess of forty hours in such workweek, whichever is the greater number of overtime hours.

(*b*) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the provisions of paragraph (*a*), the Contractor and any subcontractor responsible therefor shall be liable to any affected employee for his unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the provisions of paragraph (*a*) in the sum of $10 for each calendar day on which such employee was required or permitted to be employed on such work in excess of eight hours or in excess of the standard workweek of forty hours without payment of the overtime wages required by paragraph (*a*).

(*c*) *Withholding for unpaid wages and liquidated dam-*

ages. The Contracting Officer may withhold from the Government Prime Contractors, from any moneys payable on account of work performed by the Contractor or subcontractor, such sums as may administratively be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions of paragraph (*b*).

(*d*) *Subcontracts.* The Contractor shall insert paragraphs (*a*) through (*d*) of this clause in all subcontracts, and shall require their inclusion in all subcontracts of any tier.

(*e*) *Records.* The Contractor shall maintain payroll records containing the information specified in 29 CFR 516.2(a). Such records shall be preserved for three years from the completion of the contract.

9. DISPUTES

(*a*) Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Contracting Officer, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Contracting Officer shall be final and conclusive unless within 30 days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the Contracting Officer a written appeal addressed to the Secretary. The decision of the Secretary or his duly authorized representative for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the Contracting Officer's decision.

(*b*) This "Disputes" clause does not preclude consideration of law questions in connection with decisions provided for in paragraph (*a*) above: *Provided,* That nothing in this contract shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

10. GRATUITIES

(This clause is applicable when the contract is for utility services to be used wholly or partly by one or more installations of the armed services.)

(*a*) The Government may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this contract if it is found, after notice and hearing, by the Secretary or his duly authorized representative, that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the Government with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such contract: *Provided,* That the existence of the facts upon which the Secretary or his duly authorized representative makes such findings shall be in issue and may be reviewed in any competent court.

(*b*) In the event this contract is terminated as provided in paragraph (*a*) hereof, the Government shall be entitled (i) to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor, and (ii) as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the Secretary or his duly authorized representative) which shall be not less than three nor more than ten times the costs incurred by the Contractor in providing any such gratuities to any such officer or employee.

(*c*) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

11. CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

(This certification on the offer form is not applicable to a foreign offeror submitting an offer for a contract which requires performance or delivery outside the United States, its possessions, and Puerto Rico.

An offer will not be considered for award where (*a*)(1), (*a*)(3), or (*b*) of the certification has been deleted or modified. When (*a*)(2) of the certification has been deleted or modified, the offer will not be considered for award unless the offeror furnishes with the offer a signed statement which sets forth in detail the circumstances of the disclosure and the head of the agency, or his designee, determines that such disclosure was not made for the purpose of restricting competition.)

(*a*) By submission of this offer, the offeror certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:

(1) The prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor;

(2) Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening in the case of an advertised procurement, or prior to award in the case of a negotiated procurement, directly or indirectly to any other offeror or to any competitor; and

(3) No attempt has been made or will be made by the offeror to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.

(*b*) Each person signing this offer certifies that:

(1) He is the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein and that he has not participated, and will not participate, in any action contrary to (*a*)(1) through (*a*)(3) above; or

(2)(i) He is not the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein but that he has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to (*a*)(1) through (*a*)(3) above, and as their agent does hereby so certify; and (ii) he has not participated, and will not par-

ticipate, in any action contrary to (a)(1) through (a)(3) above.

12. CONFLICTS

To the extent of any inconsistency between the provisions of this contract, and any schedule, rider, or exhibit incorporated in this contract by reference or otherwise, or any of the Contractor's rules and regulations, the provisions of this contract shall control.

13. PARTIES OF INTEREST

This contract shall be binding upon and inure to the benefit of the successors, legal representatives, and assignees of the respective parties hereto.

14. DAMAGE AND INJURY

The Government shall in no event be liable or responsible for damage or injury to any person or property occasioned through the use or operation of the Contractor's facilities or the action of the Contractor, its employees and agents in performing under this contract.

15. ACCESS TO SERVICE LOCATION

(a) The Government hereby grants to the Contractor, free of any rental or similar charge, but subject to the limitations specified in this contract, a revocable permit to enter the Service Location for any proper purpose under this contract, including use of site or sites agreed upon by the parties hereto for the installation, operation, and maintenance of the facilities of the Contractor. Authorized representatives of the Contractor will be allowed access to the facilities of the Contractor and the Government at suitable times to perform the obligations of the Contractor with respect to such facilities. It is expressly understood, however, that proper military of Governmental authority may limit or restrict the right of access herein granted in any manner considered by such authority to be necessary for the national security.

(b) The Contractor shall, at its expense, obtain all rights of way and easements necessary to permit it to perform under this contract.

16. MISCELLANEOUS

The failure of either the Contractor or the Government to insist in any instance upon the performance of any of the terms, covenants or conditions of this contract shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant or condition by the other party hereto, but the obligation of such other party with respect to such future performance shall continue in full force and effect.

17. RIGHTS-OF-WAY

(a) The Park Service, for the term of this contract, hereby grants to the Contractor, free of any rental or similar charge, subject to the conditions contained in this contract, joint, non-exclusive use of such rights-of-way over, across, along, under and upon Park lands as may be

required by the Contractor for the furnishing of electric services and facilities within and between the points hereinbefore mentioned within the Park. The use of said rights-of-way shall include the construction, installation, operation, repair, replacement and maintenance of such facilities; PROVIDED, the location, size and general detail of the facilities placed thereon shall be on appropriate drawings, which shall be submitted by the Contractor and approved by the Park Service prior to commencement of construction or installation. PROVIDED, FURTHER, the right to use such lands will not be granted where lands outside the Park can be reasonably used for the same purpose. Such facilities shall be removed and Park Service premises restored to their original condition by the Contractor at its expense within a reasonable time after the termination of the contract.

(b) Distribution line rights-of-way may be cleared by the Contractor not to exceed 15 feet on each side of the center line, and trees outside this width which are a potential hazard, shall also be removed or appropriately trimmed by the Contractor. Trimming of trees and shrubbery and other clearance of rights-of-way which are necessary so as not to interfere with or threaten to endanger operation or maintenance of the facilities shall be done only with the prior written approval of the Park Service.

(c) Any proposal for use of the facilities provided for hereunder for purposes other than described herein shall be the subject of special use permits which may be granted or denied by the Park Service in accordance with its policies.

(d) The Contractor, its duly authorized agents and employees, shall have the right of ingress and egress within the Park over established roads and foot trails at all reasonable times for the purposes of constructing, erecting, installing, operating, repairing, replacing and maintaining any of the facilities or for any other purposes incident to furnishing its services as required by this contract. The Contractor is hereby authorized to operate its trucks and vehicles over Park roads for all such purposes without payment of any fees or other charges. The Contractor shall have the right to construct and maintain such special access trails, roads, and openings as may be required by the Contractor to reach said facilities, subject to the prior written approval of the Park Service of the type and location of such trails, roads and openings.

(e) If the Park Service for any reason except in the exercise of its police powers requires the Contractor to relocate or otherwise to change any of the facilities maintained in the Park under the terms of this contract, the Park Service shall pay the actual cost of any such relocation or change incurred by the Contractor.

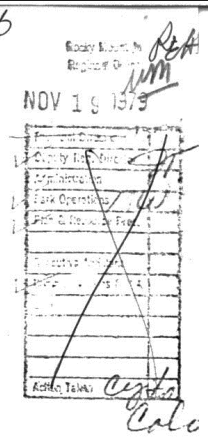
(f) The Contractor shall maintain its facilities in accordance with standard practices and applicable statutes and rules and regulations for the maintenance of such facilities so that they will be in a safe

condition and neat appearance at all times. The Contractor and its employees shall comply with Park Rules and Regulations. The Contractor shall also take adequate measures as directed and approved by the Park Service to arrest and prevent soil erosion on lands licensed for use hereunder, and shall so utilize such lands as not to contribute to erosion on adjoining lands.

MW - your copy - I sent original on

TOWN OF FRUITA

151 S. MESA - BOX 638
FRUITA, COLORADO 81521
303-858-3663



November 16, 1979

National Park Service
Rocky Mountain Regional Office
655 Parfet Street
P.O. Box 25287
Denver, CO 80225

ATTN: Glen T. Bean

RE: Fruita Water/Colorado
National Monument

Dear Glen:

I attended a meeting at the ARIX office in Grand Juction last Wednesday, with Dave Duncan and two of the Park Service engineers. I wanted to let you know that I felt the meeting was conducted in an atmosphere most conducive to productivity. Both Jack and Doug are exceptional people. I don't know, of course, what the eventual outcome of the discussions will provide, but I do feel some good information came from that meeting.

The group coming over from Fruita on November 26th, will arrive at Stapleton at 8:10 A.M., if all goes well. We will get over to your office as quickly as possible thereafter. I look forward to seeing you again.

Yours truly,

David B. Temple
Town Administrator

DBT/pad

United States Department of the Interior
NATIONAL PARK SERVICE
ROCKY MOUNTAIN REGIONAL OFFICE
655 Parfet Street
P.O. Box 25287
Denver, Colorado 80225

IN REPLY REFER TO:

RS (Revised Statutes)

L1425 (RMR)ML
COLM Fruita Water Line

Memorandum

To: The File

From: Realty Specialist, RMR

Subject: Fruita water pipe line, BLM serial no. D-045814

On November 7, 1979, Mr. Bob Benton called and asked if we had ever received an answer from BLM concerning the Fruita pipe line. Mr. Benton explained that Mr. Glen Bean would be in meeting on this matter on November 26th and it would be helpful if we had an answer from BLM by then.

On the same date, I called the BLM State office in Denver and made inquiry about Mr. Swenson's request of October 9, 1979, pertaining to the subject pipe lines. I talked to Mr. Rod Roberts.

Mr. Roberts is one of the adjudicators with BLM. Mr. Roberts said the 50 year period in the permit has expired and there has been no renewal request or extension of the original permit, and that on the surface the permit is not valid and could be removed from the BLM records if we so desired. They probably will not remove the permit from their records unless the Service requests them to do so. They know we have some sort of negotiations going on with the town of Fruita and are not anxious to get in the middle of a controversial squabble. There is a possibility that BLM may have to trespass the town of Fruita for all the years of use since the water pipe line permit expired. They do not want to put their comments on paper at this time because of an old RS 2339 provision that may enter into the scene and they do not want to tell the town of Fruita about RS 2339 if they are not now aware of it.

The subject water pipe line was actually constructed about 1907 and prior to the permit which was issued on March 18, 1915. At the time of construction, the pipe line was authorized under authority of RS 2339 which would not have imposed any time limit. RS 2339 was revoked by the "Federal Land Policy and Management Act of 1976" and if the

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town of Fruita takes the stand that the pipe line was legal by authority of RS 2339 because it was prior to the permit and therefore a prior existing right that existed before the monument, before the permit and before the repeal of RS 2339, then they could have a good case. A counter argument might be that when the town of Fruita accepted the 50 year permit, they then waived any prior existing rights under RS 2339 that they might have had.

The town of Fruita may not be aware of RS 2339 and it may not be an issue in negotiations, but the Service should have some legal advice on this matter in the event it does become an issue.

Lee Garrison

L. L. Garrison

L1425 (RMR)ML
COLM gm
Fruita Water Pipeline

oct. 9-79

Memorandum

To: State Director, Bureau of Land Management, Colorado State Office

From: Chief, Division of Land Acquisition, Rocky Mountain Region

Subject: Fruita Water Lines Right-of-way, Serial No. D-045814

On March 18, 1915, the Acting Secretary of the Interior approved the subject R/W for a period of 50 years pursuant to the Act of February 15, 1901, C.372(31 Stat., 790) and Regulations of March 1, 1913.

The subject right-of-way still exists of record on your Master Title Plats and from all records, and information which we have the right-of-way or permit should have expired on March 18, 1965, unless there is some record of renewal or extension of the original permit.

Would you please have your personnel check into this matter and advise us of the current status or standing of this right-of-way permit.

Sgd.

Sherman W. Swenson

cc:
Supt., Colorado NM

oct. 19-79 ordered another copy of the map for

Need answer by nov. 26

837-4481 P.O. adjudication 837-3943 Linda w/ Moffatt County Claire Keller nov. 7-79 will call back?

file

TOWN OF FRUITA

151 S. MESA - BOX 638
FRUITA, COLORADO 81521
303-858-3663

September 5, 1979

Director
National Park Service
655 Parfet
Denver, CO 80215

RE: Water transmission line, Town of Fruita/Colorado National Monument

Gentlemen:

In the past months a lot of rhetoric has been expressed regarding the subject waterline. In an effort to solidify the data we have, the Fruita Town Board of Trustees has requested an effort be made to determine specifically the position of the National Park Service, Department of the Interior, and the Colorado National Monument regarding the status of the waterline and the contract on same. For example, has the position been established that these agencies consider the waterline is abondoned within the Colorado National Monument, by the National Park Service? This possibility was mentioned apparently, in a recent communication to Senator Harts' office and was later related to the Town Administrator as an option the National Park Service feels it has. We are however, in receipt of a letter dated March 29, 1979 from Mr. Robert E. Benton, the Colorado National Monument Superintendent, in which he states, "Therefore, since the Colorado N M cannot make use of the water in the Pinyon Mesa-Fruita system, we are abondoning that portion of your water system owned by the Federal Government now within the boundaries of the Colorado N M etc." At any rate, if the Park Service has not abondoned the line within the Monument, it is presumed that maintenance will be reinitiated by the local agency in the future. If the waterline has been abandoned by the Park Service as stated by Mr. Benton, since the present line only replaced an existing portion of the original Fruita Watertransmission line,

does the Park Service consider this waterline now as belonging to and/or the responsibility of the Town of Fruita?

For the present, at least, there is no doubt the Town has been notified that the Monument would perform no further maintenance on the waterline. This fact has been established, however, some confusing information has been passed to the Town from time-to-time regarding what the Town might do along the lines of maintenance on the line.

Initially, it was stated by officials of the Monument that only "hand labor" would be allowed in the Park area. Later this requirement was modified somewhat, by stating that under certain conditions mechanized equipment might be considered. Not long ago, the Town Administrator was advised that since certain Park construction would require heavy equipment be brought in, that perhaps the Town might utilize this time to work with equipment in the same area. These are additional items the Town would like clarified. What are the ground rules?

It is presumed that it has been decided by agencies of the Federal Government that, for the present at least, the subject waterline will be allowed to remain in the Park, and certainly Fruita is not privy to any "inside" information to the contrary. Answers to the above questions would assist a lot, the planning required by the Town for the future of the waterline. It would be greatly appreciated if the Town had some fairly firm information as regards the subject. For a small Town, this waterline is the lifeblood of a watersystem which represents a tremendous monetary investment as well as a cultural and historical element of the area.

The Town of Fruita would greatly appreciate the above and any other pertinent information on the above.

Yours truly,

David B. Temple

David B. Temple
Town Administrator

DBT/pad

ABSTRACT OF BIDS

Smithfield.wpd Sheet No. 1 of 1 Sheets

TIME OPENED: 2:00 P.M. | DATE: August 29, 1979 | PLACE: RMR

FOR: Water System - Colorado National Monument

INVITATION NO. IFB-1378-79A

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	BID NO. 1 Bidders Name: Rountree Mechanical Inc. 1/ 2/ UNIT PRICE	BID NO. 1 TOTAL AMOUNT	BID NO. 2 Bidders Name: R.L.Atkins Constr. Inc. 1/ 2/ UNIT PRICE	BID NO. 2 TOTAL AMOUNT	BID NO. 3 Bidders Name: Lyle States 1/ 2/ UNIT PRICE	BID NO. 3 TOTAL AMOUNT	BID NO. 4 Bidders Name: Grand Constr. Co. 1/ 2/ UNIT PRICE	BID NO. 4 TOTAL AMOUNT	BID NO. Bidders Name: 1/ 2/ UNIT PRICE	BID NO. TOTAL AMOUNT	GOVERNMENT ESTIMATE ☐ Hired Labor Estimate ☐ Estimate w/o Profit ☒ Estimate With Profit UNIT PRICE	GOVERNMENT ESTIMATE TOTAL AMOUNT
1.	Force Account Work - Contingent				5,000		5,000		5,000		5,000				5,000.00
2.	Reconnect existing 1" water service line	2	ea	250	500	500.	1000.	350.	1,700.	390.	780.00			800.	400.00
3.	Reconnect existing 1-½" water service line	1	EA	300	300	500.	500.		1,050.		435.00			200.	200.00
4.	Water main drain system adjacent to pump station	L.S.			5,000		6,500.		9,210.		9,000.			6,200.	6,200.00
5.	Pumping Station	L.S.			156,500		120,000.		78,000.		120,000.			75,155.	75,155.00
6.	Chlorination syatem and building addition	L.S.			18,500		39,500		36,000.		50,000.			30,000.	30,000.00
7.	200,000 gallon buried concrete water storage tank	L.S.			227,000		195,000		205,000.		225,000			200,000	200,000.00
8.	Bore Hole No. 1	L.S.			64,000		23,000		37,950.		50,000.			55,000	55,000.00
9.	Bore Hole No. 2	L.S.			450,000		164,000		165,598.		230,000.			145,000	145,000.00
10.	Bore Hole No. 3	L.S.			96,000		38,000		47,000.		70,000.			61,000	61,000.00
11.	Road Base Course Material	360	TONS	20	7200	12.00	4,320.	12.00	4330.00	15.00	5,400.			10.	3,600.00
12.	1-½" pavement replacement (Sta 84 +24 ←, Sta 118 + 25)	670	TONS	4.77	3,195.90	117.	78,390.	35.00	116,750.	75.00	50,250.00			40.	26,800.00
13.	Pavement replacement in park headquarters	88	TON	45.45	3,999.60	117.	10,296.	50.00	4400.	100.00	8,800.00			135.	11,880.00
14	4" steel pipe and fittings	5055	L.F.	59.00	298,245	35.	176,925.	32.00	161,760	40.00	202,200.00			19.	96,045.00
15.	4" ductile iron (DI) pipe	1390	L.F.	61.66	85,707.40	30.	41,700	26.00	36,140.	20.00	27,800.			23.	31,970.00
16.	6" ductile iron (DI) pipe	1375	L.F.	63.00	86,625	29.50	40,562.50	29.00	39,875.	21.00	28,875.			24.	33,000.00
17	3/4" copper service lines	140	L.F	21.00	2940.	15.00	2100.	12.50	1750.00	15.00	2,100.00			10.	1,400.00
18.	3" polyvinylchloride (PVC) pipe	1180	L.F	43.00	50,740	12.00	14,160.	11.00	12,980.	13.00	15,340.			10.	11,800.00

1/ For Supply Invitation give discount--for Construction Invitation give deposit amount.

2/ For Supply Invitation give delivery time--for Construction Invitation give type of deposit.

08-29-1979: chart, water system;

ABSTRACT OF BIDS

Sheet No. 2 of 2 Sheets

DATE: August 29, 1979 | PLACE: RMR

Water System - Colorado National Monument

INVITATION NO. IFB-1378-79A

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	BID NO. Bidders Name: Rountree Mechanical Inc. 1/ UNIT PRICE	2/ TOTAL AMOUNT	BID NO. Bidders Name: R. L. Atkins Construction, Inc. 1/ UNIT PRICE	2/ TOTAL AMOUNT	BID NO. Bidders Name: Lyle States 1/ UNIT PRICE	2/ TOTAL AMOUNT	BID NO. Bidders Name: Grand Constr. Co. 1/ UNIT PRICE	2/ TOTAL AMOUNT	BID NO. Bidders Name: 1/ UNIT PRICE	2/ TOTAL AMOUNT	GOVERNMENT ESTIMATE ☐ Hired Labor Estimate ☐ Estimate w/o Profit ☒ Estimate With Profit UNIT PRICE	TOTAL AMOUNT
19.	3" gate valve with valve box	1	EA	1,000	1,000		460.00		300.00		225.00			700.	700.00
20.	4" globe valve with valve box	2	EA	1,005	2,010	1700.00	3500.00	2000.00	4,000.00	1,500.	3000.			2,500.	5,000.00
21.	3/4" meter, fittings and meter pit	6	EA	1,500	9,000	600.00	3,600.00	317.00	1,902.00	500.	3,000.			300.	1,800.00
22.	1" meter, fittings, and meter pit	1	EA	2,000	2,000	735.	735.00	501.00	501.00	600.	600.			350.	350.00
23.	4" butterfly valve and 1" comb. air relief vacumm breaker valve	1	EA	5,500	5,500		1,925.00		2,110.00		2000.			3,600.	3,600.00
24.	4"butterfly valve and 1"comb. air relief vacuum breaker 4" check valve	1	EA	5,500	5,500		1,875.00		2,110.00		3,000.			3,500.	3,500.00
25.	Fire hydrant, 6" butterfly valve 6" DIP, fittings and thrust blocks	1	EA	4,000	4,000		2,500.00		2,200.00		1,700.			1,500.	1,500.00
26.	Reconnect existing fire hydrants	3	EA	500	1,500	1100.	3,300.00	1006.00	3,018.00	750.	2,250.			500.	1,500.00
27.	relocate fire hydrant piping, 6" butterfly valve, 6" DIP fitting	1	EA	3,000	3,000		1,375.00		2010.00		1,200.			1,200.	1,200.00
28.	Controls and Instrumentation including telementry cable		LS		178,000		5,000.00		28,000.00		40,000.			35,400.	35,400.00
	TOTAL BID (ITEMS 1 through 28)				1,775,761.00		1,014,223.50		846,100.00		1,158,755.00				838,000.00

1/ For Supply Invitation give discount for Construction Invitation give dollar amount

2/ For Supply Invitation give net amount

08-29-1979: absract of bids; august 29, 1979

RICHARD D. LAMM
Governor

C. J. KUIPER
State Engineer

Fruita
4-59 file

DIVISION OF WATER RESOURCES

RALPH V. KELLING, JR. P.E.
IRRIGATION DIVISION ENGINEER
P. O. BOX 456
MONTROSE, COLORADO 81401
OFFICE: 249-6622 HOME: 249-3823

August 7, 1979

Mr. David B. Temple, Town Administrator
Town of Fruita
Fruita, Colorado 81521

Mr. August Aubert
P.O. Box 1269
Grand Junction, Colorado 81501

Re: MEMORANDUM OF UNDERSTANDING
WATER ADMINISTRATION

Gentlemen:

At this time, it seems desirable that you be informed regarding the management procedure of water rights in your area of joint interests by this office in the future, since such appears neither to have been in effect, nor understood to a satisfactory degree in the past; and you may therefore be unaware of the requirements of this office generally regarding administration and distribution of the available water supply.

The water presently in storage in Fruita No. 2 Reservoir is being treated as natural flow upon its release to the stream and subject to appropriation according to priority of right. Any natural flow in the stream thereafter will be similarly treated until the reservoir is repaired, which work shall be accomplished under the supervision of the State Engineer. Approval of future storage will be authorized by the State Engineer upon his approval of dam rehabilitation.

Future storage will entitle the reservoir to be filled once per year. If such filling can be accomplished in the early spring run-off, and without injury or a call on the system by senior appropriators; such storage will be considered to be legal storage to be subsequently used by Fruita for municipal purposes as their needs may require.

Reservoir controls and measuring devices shall be those required by law and the State Engineer (namely an adequate outlet works complete with lock and keys) to be controlled by the water commissioner, a reservoir capacity survey, capacity table, gage rod and a Parshall flume below the reservoir.

Ditch control and measuring devices shall meet the same requirements of law, namely a satisfactory headgate/spillgate, complete with screw-type lift gate, capable of diverting all natural flow without waste, a properly set Parshall flume capable of accurately measuring water and the ditch capable of carrying its decree without waste or overflowing. Note: The existing flume is badly submerged and inaccurate and therefore needs to be relocated and reset, and the ditch cannot carry in excess of 2.00 c.f.s. without over-flowing and wasting water.

A written call for administration by the water commissioner shall be requested of Mr. Aubert in each future year when he wants water delivered to his ditch-- for example when his senior right is not being filled and water is available in the stream. Prior to receiving such demand for water, the commissioner will not regulate junior decrees until such need shall exist, and any water stored prior to a demand will be legally stored water and will not be released at a future time upon a later claim of illegal storage.

Such written demand for water, or 'call', shall name the ditch requiring water and its ownership, priority number and the amount of water the ditch is not receiving but is entitled to receive. An accurate Parshall flume measurement is necessary for this purpose, as well as for general administration record purposes.

If the reservoir should be storing water to the injury of the ditch in a calling situation, the commissioner shall peg the storage level of water at the time of demand and as soon thereafter as practicable release such improper storage to the ditch.

I anticipate there may be minor difficulties or misunderstandings in the implementation of the above management of the water resource; however, with your joint cooperation in this mutual endeavor, I am sure this procedure can be effected in a satisfactory manner.

Hopefully, the end result of these changes we all seek will be: improved control, measurement and distribution of water; each party will receive the water they are entitled to; improved relations; a better understanding of water distribution methods; better public records will be obtained and this office will be accomplishing its public service function.

Your cooperation in this regard is requested and will be appreciated.

Very truly yours,

Ralph V. Kelling

Ralph V. Kelling
Division Engineer

RVK:jd
cc: Richard Belden
File

08-08-1978: water rights; august 08, 1978

TOWN OF FRUITA -- WATER RIGHTS

August, 1978
RVK

Name of Ditch/ Reservoir	Priority No.	Amount Ac.Ft. or cfs	Date of Approp.	Date of Decree	Remarks
Town of Fruita Pipeline	Paramount	0.26		7-2-1910	Superior, by Condemnation
Fruita Pipeline & Water System	37	1.00 cfs	10-16-1905	7-25-1941	Absolute
Fruita Res.No.1 (East Ck.Pipeline) + Enlarged		62.20			Source only of Pri.37
Fruita Res.No.3 (Chiquita Dolores Pl.)		49.90			" "
Fruita Waterworks Res.No.2	707	25.97	3-1-1935	7-21-1959	Absolute
Fruita Waterworks Res.No.2 Enlg.	818C	141.86	11-1-1949	7-21-1959	Conditional
Fruita Waterworks ~~Res.No.4~~	726C	~~54.53~~	3-1-1939	7-21-1959	Conditional
Fruita Waterworks Pipeline	755C	1.25	7-1-1942	7-21-1959	Conditional
Fruita Waterworks Res.No.1 Enlg.	811	80.58	4-4-1949	7-21-1959	Cites prior decree of 62.2
					234.22 abs+cond
Mirror Lake No.1 Reservoir (Enlarged Lake)	700 (106C)	7.8	11-15-1935	7-25-1941	Absolute
Mirror Lake No.1 Reservoir	700 (106C)	155.5	11-15-1935	7-25-1941	Conditional
Mirror Lake No.1 Reservoir	700 (106)	155.5	11-15-1935	4-14-1954	Absolute
Mirror Lake No.2 Reservoir	701 (107C)	8.34	11-15-1935	7-25-1941	Conditional
Mirror Ditch No.1	702 (596C)	11.00 cfs	11-15-1935	7-25-1941	Conditional
Mirror Ditch No.2	703 (597C)	0.75 cfs	11-15-1935	7-25-1941	Conditional
Mirror Ditch No.1	711	0.25 cfs	11-15-1935	7-21-1959	Absolute; spring source
Mirror Lake Reservoir No.1	712	43.70	11-15-1935	7-21-1959	Absolute; cites Pri.106C made Absolute April 14,1954
Mirror Lake Reservoir No.1 Enlg.	940C	249.00	7-3-1955	7-21-1959	Conditional
Mirror Lake Res.No.1 Enl.Supply Ditch	941C	12.50	7-3-1955	7-21-1959	Conditional
Fruita Waterworks Pipeline	W-99(Ref.755C)	1.25 cfs	7-1-1942	11-21-1974	Cont'd. Cond. Status
Fruita Waterworks Reservoir No.4	W-100	54.53 } dom'l	3-1-1939	3-22-1971	" "
Fruita Waterworks Reservoir No.4	W-100(74)	54.53 } irrig	3-1-1939	11-21-1974	" "
Mirror Lk.Res.No.1 Enl.Supply Ditch	W-101	12.50	7-3-1955	3-22-1971	" "
Mirror Lake Reservoir No.1 Enlg.	W-101	249.00	7-3-1955	3-22-1971	" "
Mirror Lk.Res.No.1 Enl.Supply Ditch	W-101(74)	12.50	7-3-1955	10-31-1974	" "
Mirror Lake Reservoir No.1 Enlg.	W-101(74)	249.00	7-3-1955	10-31-1974	" "
Fruita Waterworks Pipeline	W-677(Ref.W-99)	1.25	7-1-1942	1-4-1973	" "
Fruita Waterworks Reservoir No.4	W-678(Ref.W-100)	54.53	3-1-1939	11-10-1972	" "
Mirror Lake Reservoir No.1 Enlg.	W-679(Ref.W-101)	249.00	7-3-1955	2-16-1973	" "

NOTES: Fruita reservoirs Nos. 1 & 3 evidently were never decreed; Div.4 cannot find copy of decree to Pri.106C,Absolute. dated April 14, 1954.

Rocky Mountain
Regional Office

MAY 9 '79

Regional Director	
Deputy Reg. Director	
Administration	
Park Operations	MCW
Plan & Resource Pres.	
Denver Archeo. Off.	
Executive Assistant	
Communications & P.A.	
EEO	
Action Taken	

L3031 May 4, 1978

Mr. David G. Crow
Town Administrator
Town of Fruita
P. O. Box 638
Fruita, CO 81521

Dear Mr. Crow:

It appears that Colorado National Monument and the town of Fruita still have some misunderstandings concerning the water pipeline and storage reservoir within the monument. Accordingly, I think it advisable to document again what our position is.

The 1935 agreement which was originally issued in perpetuity is no longer valid in our opinion. On August 19, 1977, when you interrupted the water supply to the monument from the Fruita collection system, we considered the agreement to be broken. Our understanding was that there was still water on Pinyon Mesa that we could have utilized, but that it was the wish of the town to keep the water on Pinyon Mesa for winter use and emergency needs. We therefore no longer feel an obligation to maintain any portion of the line within the park.

As was discussed with Town Administrator David Crow, the National Park Service issued to the town of Fruita a special use permit in 1949 allowing it to keep a water settling pond within the monument. This permit was to run a maximum of 20 years, with renewal contingent upon annual written applications from the town of Fruita. This permit apparently was never renewed after its original issuance in 1949. Over one year ago we drafted a new special use permit and mailed this to the town of Fruita for comment before finalization. Despite two verbal reminders no comments have come forth from the town concerning a new permit.

We will nevertheless continue to allow the town of Fruita to maintain the pipeline within the monument, but only by such means as we consider to be environmentally acceptable and in keeping with the purpose of Colorado National Monument. In brief, we mean that repairs must be made without the use of mechanical equipment such as backhoes, etc.

Basically, our position on the water settling pond is that, despite the fact it is used by the town of Fruita, it is still within National Park Service jurisdiction and subject to various restrictions intended to

minimize visual impacts. Within the past two weeks, we have noted two activities that we feel are not in keeping with National Park Service management policies.

First, we are disturbed by the erection of a number of large yellow prohibitive signs on the fence surrounding the settling pond. These certainly have a very negative visual impact on anyone visiting the park. We had in the past offered to assist in the design and color choice of signs that we felt would be appropriate for placement within the park area. Again, the town of Fruita did not respond to our offer.

Of more recent concern was the use of a bladed vehicle inside the enclosure. It is our opinion that the use of such equipment in the monument is inappropriate.

I have instructed the Chief Ranger to remove the signs from the fence surrounding the settling pond and to place a National Park Service lock on the gate leading into the enclosure. Obviously, with our lock in place, it will henceforth be necessary for you to contact us before entering the enclosure.

We hope that the town of Fruita understands our position and will work with us to the benefit of both parties. Until such time as an alternative solution to the water supply situation presents itself, we must insist that the settling pond be placed under an appropriate special use permit with the responsibilities of each party carefully spelled out.

Thank you very much.

Sincerely,

Robert E. Benton
Superintendent

cc:
RMR-M, Ashley
RMR-MW, Mekeel

February 23, 1977

This is a general narrative of the history of the Fruita water system and the events to date for Bill McClure. I think Bill will be using this material in conjunction with others (previous documents) to prepare a briefing paper.

THE HISTORY OF THE FRUITA WATER SYSTEM AND ITS RELATIONSHIP TO COLORADO NATIONAL MONUMENT

As early as 1906 the Town of Fruita obtained a significant portion of their water supply for town purposes (domestic purposes) from the Pinyon Mesa area approximately 25 miles south and slightly west of the present town. Following the park's establishment in 1911 there was an informal arrangement by which for a number of years the park did use minor amounts of that water. The park, however, was not developed significantly until 1935.

At that time an extreme controversy involving the Department of Army, the Civilian Conservation Corps, various of the other public works programs, the National Park Service, and the Town of Fruita ensued. This controversy was finally settled in an agreement written in perpetuity signed by Oscar Chapman, then Secretary of the Interior, and the Town of Fruita.

In brief, it called for the National Park Service to construct a water line through approximately 12 miles of the park and in return they were to receive ten percent of the water flowing down through the line. This flow was never determined whether it was by minute, hour, week, or month and has been an area of difficulty throughout the years since 1935.

At present, we at Colorado Monument are using approximately 4 percent on an annual basis of the flow available. However, it is our guess that during the tail end of July and early August we use up to around fifteen percent of the flow line.

In an attempt to rectify this matter, in about 1964 a new agreement was drawn up by which the water would be measured and the park would be entitled to some 640,000 gallons per month, above which they would pay a charge per gallon. The agreement was in its final forms and was ready for signature when it became apparent to the Town of Fruita that the way the agreement was written, if there were only 640,000 gallons of water per month coming down the pipe, the Monument would get the entire supply. Hence, that agreement was never formalized and was discarded.

When I arrived at the Monument in 1972, in December, it became obvious that the problem of water supply at Colorado Monument and the Town of Fruita was still in jeopardy and indeed the controversy still existed as to which direction such water use should go. At that time the Town of Fruita was divided approximately 70 percent in favor of retaining

the existing system and perhaps 30 percent favoring conversion to a more dependable source, particularly the Ute water system portion of the Ute Water Conservancy District.

In 1972 the National Park Service and the Service Center entered into an agreement with the firm Nelson, Haley, Patterson, and Quirk to study the water problem at the Monument and make certain recommendations. This particular report is on file both in the Region and the Service Center and points out some of the long-term needs that the Monument itself would face. The alternative at that time seemed to center around further treatment of the existing water supply shared with Fruita.

In the meantime, Fruita however had begun to run short on an annualized basis of water. They in turn contracted a number of studies all of which pointed in the same direction, i.e., to abandon the Fruita water system and go to the Ute Water Conservancy District supply. At this time it was felt at the Monument that we had no alternative other than to explore various options that might exist for a dependable supply of water to the visitors at the Saddlehorn area. These broke out into four alternatives not equally practical or feasible.

Alternative 1. To continue the operation of the present system shared with Fruita. This posed a tremendous financial burden and an uncertain supply. The Town of Fruita felt that the water line through the Monument which would be the National Park Service's responsibility to build and maintain needed to be upgraded with high-pressure pipe. It was pointed out to the Town of Fruita that, assuming that the National Park Service would be in favor of such an action, it would take at least three years to clear an Environmental Impact Statement of such magnitude; and, indeed, it was our guess that due to strong opposition by the conservation organizations that such approval would probably never occur. But assuming that it did, then the question of funding would come forth and there would be another lag of up to three years getting the necessary funds appropriated for the reconstruction of that line. Hence, Alternative one was rejected as not being practical not only from the standpoint of the Monument but from the standpoint of the Town of Fruita. Should Fruita have wished to pursue that alternative on their own, it would have been our suggestion that they move west out of the Monument and reconstruct the line not within the confines of the border of the Monument.

Alternative 2 was the drilling of test wells starting relatively close to the existing pipeline within the Monument in the vicinity of Black Ridge and progress southward in to more promising formations. It was our feeling that this alternative was practical simply because of the very low cost involved. Controversy on this centered primarily from the U.S. Geologic Survey who, quite frankly, disclaim any knowledge of what is known as the Black Ridge fault; and despite the fact that numerous wells were being drilled in the vicinity having

capacities of up to 27 gallons per minute, USGS persisted in their stand that no water was available in that area. Independent consultation with a USGS hydrologist, not associated with the Denver office but with the oil shale project, resulted in the fact that indeed the Black Ridge fault did exist and that the water was there and probably not perched, which is to say that it did have a permanent flow from year to year. It was pointed out, however, that as the Glade Park area to the south and west of the Monument developed, that there would be a natural draw down of this supply and we could indeed end up in a few years in the same predicament that we are in today, i.e., no water.

Alternative 3 served two purposes. It provided an immediate solution to what could be a very serious problem and a possible solution over the long range. Based on informal contacts made in 1974 and 1975, we estimate that the basic needs of the Monument could be met by hauling water in via some form of tanker truck in the amounts of some 40,000 gallons per day. This alternative would come out to an annualized cost of approximately $70,000 per year assuming the present water usage and minumum lawn watering, etc.

The 4th Alternative is to utilize Colorado River water and treat it very heavily and pump the water approximately some 5½ miles to the Headquarters area. This alternative, while the water rights are in existence that could be obtained by the Park Service for nothing, was rejected almost immediately due to the extreme cost of treating the high-salt-contented and silt-laden waters of the Colorado River, leaving us with only Alternative 5 as seemingly a viable, practical project.

Alternative 5 calls for working with the Ute Conservancy District or a local subdivider, i.e., Eugene Fletcher of San Diego, California, to purchase water from the Ute Conservancy District at the intersection of the west entrance to the Monument and Highway 340. Apparently this water will be available during the summer of 1977 and could be purchased either directly from the subdivider, directly from the Ute Conservancy District, or a participative agreement which might add to our initial cost but in the long term give us a lower unit cost. Participate with Ute Water to bring the water to the west entrance at which point it would be pumped to the Headquarters area.

The National Park Service is negotiating with the firm Nelson, Haley, Patterson, and Quirk (NHPQ) that did the study for the Monument in 1972, for the Town of Fruita in 1976, and designed the present Monument sewer system in 1974. In any event, NHPQ will do a cost study as to the eventual need for equipment, miles of pipe, etc., necessary to furnish us with a good, high quality, potable water supply in quantity sufficient to meet visitor and residential needs in the Headquarters area.

It appears to be practical,based on our experiences at Grand Canyon and other areas utilizing the so-called piston pump, to pump water from this area up an elevation of approximately 1,500 feet and a linear length of slightly over three miles; to push or pump sufficient quantities to the Monument at a relatively low per unit cost once initial construction is completed. Final figures, must of necessity, come from NHPQ with the necessary budgetary request. Environmental considerations under this particular option will be virtually zero. We'll probably use a no-impact declaration. It, at this stage, would appear that we would simply pick up water from the Ute line yet to be constructed, and pump it to the Headquarters area following the existing roadway so as to cause absolutely no effect other than what is presently there.

The above is a very brief condensation of an incredible amount of material that brings us to the problem at hand today. The need for definitive action. With the drought conditions that exist in western Colorado, it is apparent that in the summer season 1977 that Colorado Monument and the Town of Fruita will face a severe water shortage. There have been various options discussed and, in brief, the status is as follows. Fruita depends and the Monument depends on four reservoirs located in the Pinyon Mesa area.

Reservoir #2, the July and August water supply for the Monument and the Town, has been lost through litigation. The plaintiffs, a former County Commissioner and United Farms, have held that they had a pre-existing water right on Reservoir #2 and this has held up through one court decision and two appeals and the Colorado Supreme Court held that the plaintiffs, in truth, were right and it would follow then that an injunction will be issued shortly forcing Fruita to breach the dam on the #2 reservoir.

The #3 reservoir which is primarily fall water is totally dry at this time with no real chance of filling.

Enoch's reservoir is a relatively small reservoir that is saturated with some form of an aquatic worm, probably a nematode that prevents it from being used for domestic purposes. The nematode worm is in such quantity in that particular lake as to preclude it from filtration. It simply cannot be used except in a very low density mix and then creates incredible problems particularly with the antra-filt and sand filters normally used by the Monument and the Town of Fruita.

The remaining reservoir, Reservoir #1, is presently drawn down about 12 feet and this is probably on a maximum depth of about 36 feet and by far the largest cubic feet of water available.

Normally all of these reservoirs have some re-charging capability during the winter and spring months. At this time of the year in Pinyon Mesa it is expected that the snow pack would be from 12 to

14 feet deep in the vicinity of these reservoirs. They are normally only accessible by helicopter, even a snowmobile cannot traverse such depths of snow. At this time, the end of February, the Pinyon Mesa area can be traversed in a normal four-wheel drive vehicle even without chains so we have no choice but to conclude that there will not be water available.

With this in mind, the contingency plan for water supplies for Colorado Monument was drawn up on the basis that we would purchase from artesian sources, at a cost of approximately $70,000 per year, enough water to keep the park operations continuing throughout the summer of 1977.

On Tuesday night (February 22, 1977) the Town Council of Fruita met and the subject of water was discussed rather thoroughly. During that meeting the Mayor of Fruita suggested that the entire system on Pinyon Mesa be stopped for this coming year and that the entire supply of water for Fruita be derived from the Ute Water Conservancy District of which they are a part of and in fact have preemptive rights on Ute water. The Mayor pointed out to the Town Council that they felt a moral obligation if indeed not a legal obligation to supply the Monument with water as well as a small number of single-family residences that exist up stream or up the pipeline from the Park. This seemed to, according to the Mayor, seemed to be met with favoritism by the Town Council. However, they were unanimous that no funds would be spent by the Town of Fruita to maintain a system that they no longer had an interest in using.

With this in mind we can expect that the Town of Fruita will let us use the remaining water in Reservoir #1 which should be adequate with judicious use for the coming year--1977. They will, however, not do any repairs or maintenance of that area. They are willing to let the National Park Service do it or do it by their own personnel assuming that the National Park Service paid for such services. The cost of this is highly variable and is estimated to be no less than $3,000 for the year 1977, nor no more than $20,000 assuming that there is not a complete catastrophe in which the entire system goes down at once.

It is my personal recommendation that we proceed as rapidly as possible to get the cost estimate from NHPQ and to work out the funding arrangements as to whether we would be better to participate with the subdivider, Eugene Fletcher, and the Ute Water Conservancy District to supply water to our West Entrance; or whether we should let them go it alone and pay the higher rate in future years.

In any event, this is the type of management decision that I think we should make as rapidly as possible. We obviously are not as

concerned about 1977 as we are about 1978. Should this have been a normal year the maintenance cost on the Pinyon Mesa waterline would have exceeded our ability to pay, even without perhaps Washington assistance. With the small snow pack, maintenance this year should be very minimal. I think that we cannot expect to have use of the Fruita water supply in 1978 and we either have our construction well under way at that point or we will have to go probably to a commercial source.

Bob Benton

Sub-Note: If this is not sufficient for Bill's purpose, he can get some of the corollary documents that have come in over the last three years on it from the files in the Region or to the NHPQ water study of 2972 would be of help as would be the Fruita water study of 1976. I think this is pretty well encompassing, but perhaps not exactly what you need, Bill. Thanks much.

Bob Benton

Mekel dsm

Colorado National Monument

December 20, 1976

L54

Memorandum

To: Regional Director, Rocky Mountain Region

Attention: Associate Regional Director, Professional Support

From: Superintendent

Subject: Water supply Colorado National Monument

As you know, we have faced the possibility for two or three years of losing our water supply at the Monument. The final verdict from the Colorado Supreme Court is expected to be handed down either this month or next month. It would appear from our knowledge of the political situation that the decision will be only academic; that is, the town of Fruita will abandon the existing water system upon which we are dependent. The time frame now appears to be one to three years; although, Fruita could convert on a one day notice.

In consultation with members of your office and the staff of Colorado Monument we have identified four alternatives as to a solution:

1. Drill air jet or test wells near the Black Ridge fault. This alternative could result in a very low cost or a very high cost depending on whether or not water is found, quantity of water and the quality of the water. The high risk element in this alternative is that if, indeed, water is found it may be perched and as such could place us in the same situation in a few years.

2. Haul water through contract from private water companies in Grand Junction. This alternative is feasible, but not practical. At the present time, assuming minimal water use, (insufficient to maintain our sewer lagoon and campground operation)the cost would be approximately $70,000 per year. With normal water useage and projected visitation this figure could double.

3. Purchase treated water from the Ute Water Conservancy District. This alternative seems feasible and practical from a superficial viewpoint. The Ute lines will be very close to the West entrance of the park and could be pumped through one of several routes to the headquarters area, some 1000 to 1200 feet above its source. The advantages here would be that we would obtain high quality water already treated and eliminate turbidity problems. Maintenance costs, while present, will not be overwhelming.

4. Utilizing water rights obtained from the City of Grand Junction; (at no cost) completely treat Colorado River water and pump to the headquarters area, similar to the alternative three approach.

Based on our personal opinion, we recommend alternative three and are asking for the management decision from your office to proceed as rapidly as possible with this alternative. We recognize that we may be hasty in this alternative selection, but still request approval to proceed.

It is our further recommendation that this alternative be explored through a contract with the A&E firm of Nelson, Haley, Patterson and Quirk in Grand Junction. This firm has been involved with the water and sewer system for a number of years within the Monument. Specifically:

1. The report of 1972 on water treatment at Colorado National Monument contains much of the data needed for this project.

2. The Nelson, Haley, Patterson and Quirk design of the sewer system for Colorado National Monument has provided them with further information that can be used. Furthermore, the design has proved effective.

3. Nelson, Haley, Patterson and Quirk prepared the water report for the town of Fruita in 1976 which ultimately will be to abandon the present Fruita water line.

In review, we are asking at this time for two things: Regional endorsement and approval of our recommendation to proceed to obtain a water supply from the Ute Water Conservancy District; and that this alternative be explored as appropriate by the A&E firm Nelson, Haley, Patterson and Quirk; hopefully, with Mr. Gorden Bruchner as the engineer.

Any assistance you can give to move this program along will be appreciated.

Robert E. Benton

cc: Dave Dame

10-07-1975: memorandum, fruita water system, a follow-up from a phone call; october 07, 1975

Rocky Mountain
Regional Office

OCT 9 '75

Director	
Deputy Director	
NPS Mgmt.	
Administration	
Professional Svcs.	
Coop. Activities	
Operations Eval.	
Public Affairs	
EEO	
Action Taken	

Colorado National Monument

D5039 **October 7, 1975**

Memorandum

To: **Regional Director, Rocky Mountain Region**

From: **Superintendent, Colorado National Monument**

Subject: **Fruita Water System**

As a follow-up from my telephone call of October 6, 1975 apparently Colorado National Monument will indeed get the chance to "fish" or "cut bait."

Attorney Andy Williams, representing the plaintiff, informed me that the judge rendered the decision on the Fruita Water Reservoir on October 3, 1975. In brief, the decision requires that the Town of Fruita cease the restrictions on the natural water course flow. The affect of this will be to reduce Fruita's water supply by approximately one-third with a resulting loss to Colorado National Monument.

There are obviously many options open to Fruita including condemnation of the water supply. It is the general feeling that Fruita cannot afford such an action at this time.

The attorney Mr. Williams stated that his clients will not push the issue until spring, 1976.

(SGD) ROBERT E. BENTON

Robert E. Benton

cc:
Associate Regional Director, Park Systems Management
Associate Regional Director, Professional Support
REBenton:bjf 10-7-75

10-06-1975: memorandum, a cal from andy williams, the plaintiff's attorney; october 06, 1975

OPTIONAL FORM NO. 10
MAY 1962 EDITION
GSA FPMR (41 CFR) 101-11.6

McKeel

UNITED STATES GOVERNMENT

Memorandum

TO : Mr. Bean

DATE: October 6, 1975

FROM : Bob Benton, Colorado National Monument

SUBJECT: Per telecon with Bob this a.m.:

Had a call from Andy Williams, the plaintiff's attorney; and Colorado National Monument and Fruita have lost essentially the #2 water reservoir. Would not expect enforcement until spring 1976.

Said

cc:
RMR-P, Mr. Dame
RMR-M, Mr. Ashley

Buy U.S. Savings Bonds Regularly on the Payroll Savings Plan

5010-109

Bill - What is significance of this?
Ash

United States Department of the Interior
GEOLOGICAL SURVEY
Denver Federal Center
Denver, Colorado 80225

Water Resources Division

IN REPLY REFER TO:
Stop 413, Box 25046

Rocky Mountain
Regional Office

SEP 5 '75
B. Mebel

Director	
Deputy Director	
NPS Mgmt.	
Administration	
Professional Svcs	
Coop. Activities	
Operations Eval.	
Public Affairs	
EEO	
Action Taken	

COLM

September 4, 1975

Mr. Robert E. Benton, Superintendent
Colorado National Monument
Fruita, Colorado 81521

Dear Bob:

I enjoyed meeting you and Margaret Short and being with my old friend Jerry again, and greatly appreciated the opportunity of discussing the possible future reprinting of my booklet. I believe we covered the ground about as completely as we could considering that the project is still several years away.

In addition to the matters discussed, I plan to update the map in the middle of the booklet, hopefully in shaded relief. If so, the block diagram in the back pocket may not be needed. I also may add a colored geologic map on two facing pages, by reduction of part of my map in Prof. Paper 451 or I-404. In order to add "A trip through the Monument," as suggested by Jerry, I will later log the routes through the Monument from NW to SE and also along South Broadway and Broadway from SE to NW, from which important features may be seen. At your convenience, I will also appreciate having the lengths of the several hiking trails including (1) the pack trail following the old cattle drive between Fruita and Kodels Canyon, (2) the Monument Canyon Pack Trail, (3) Coke Ovens Trail, (4) Liberty Cap Trail, and (5) Serpents Trail. I would also like to know whether the lower ends of trails (1), (2), and (4) are still readily accessible without problems with private landowners, such as "Private Land," "Keep Out," "No Trespassing," etc.

I asked John Donnell to send you the dope on the age of the Grand Mesa basalt, and just received a copy of his letter. This clearly indicates a Pliocene age.

I talked with Charles S. Robinson, author of the most authoritative report on Devils Tower--an out of print U.S.G.S. Bull. recently reprinted with colored cover by the local Natural History Assn. He regards it as an intrusive plug of nepheline syenite. He said two old reports described it as a volcanic neck, one by a Harvard group, the other a W.P.A. report.

He said a copy of the W.P.A. report was on file at Devils Tower. Robbie had hoped to redo his Bulletin in color, but was too busy in his present job as head of a consulting firm.

Finally, I had a nice talk with Bill Mekeel regarding the possibility of augmenting the water supply from the Fruita pipeline. I was the only member of the Survey he had contacted, and he and I are still in complete agreement that the only place to explore for small additional amounts of water is close to the pipeline south of Glade Park Store & P.O. As you mentioned, the driller, Don R. Karnes, recommended an area some 6 miles west near an alleged fault trending northwest. Bill says he could see no such fault, but admitted he is not a trained geologist. I know of no such fault, and enclose a copy of Bill Cashion's geologic map of the Grand Junction Quadrangle, which shows a short northeast trending fault but no nearby northwest trending fault. The drillers own figures seem to contradict his recommendations, for he gave Bill records of, among others, the following five wells.

A. East of Glade Park Store:

(1)	T.D. 470	W.L.	370	25-28 gpm
(2)	560			7-13
(3)	455		365	26-27

B. Near alleged fault two wells had reported yields of 6-7 gpm and 10-18 gpm.

Thus it would appear that several wells adjacent to the pipeline south of Glade Park Store might supply 10-15 gpm or more each with fairly steady pumping, with a minimum of pipe and power line. I also suggested that if use of the pipeline between Piñon Mesa and the Monument were to be discontinued, that consideration be given to pumping the water from near Fruita upward to the Monument, if the pipeline will stand the pressure. I know this is a considerable lift, but it is much better than nothing, and is not as great as from Indian Garden to El Tovar at the Grand Canyon.

As you will recall, the weather following our conference was no better, so I'll have to finish my color photography some other time.

With best wishes to you, Margaret, and Jerry,

Cordially yours,

Stan

S. W. Lohman

cc: Bill Mekeel

05-08-1975: routing and transmittal slip; may 08, 1975

ROUTING AND TRANSMITTAL SLIP

1 TO (Name, office symbol or location)	INITIALS	ACTION: CIRCULATE
~~Mr. Ashley - RMR-M~~	DATE	COORDINATION
2 → Mckeel — Rec'd 1/31/75	INITIALS	FILE
Bill — we still haven't discussed. Come on down when you have a chance	DATE	INFORMATION
3 Ash	INITIALS	NOTE AND RETURN
	DATE	PER CONVERSATION
4	INITIALS	SEE ME
	DATE	SIGNATURE

REMARKS P.S. Ill be gone Aug 4-15

I would like to get together with you to discuss possible solutions to this problem. Do you have any ideas or suggestions?

Do NOT use this form as a RECORD of approvals, concurrences, disapprovals, clearances, and similar actions.

FROM (Name, office symbol or location)	DATE
Bill Mekeel	5/8/75
	PHONE 2764

OPTIONAL FORM 41
AUGUST 1967
GSA FPMR (41CFR) 100-11.206

GPO c43—16—81418-1 419-015 5041-101

04-21-1975: memorandum, continuing developments, during the week of april 21; may 08, 1975

United States Department of the Interior

NATIONAL PARK SERVICE

COLORADO NATIONAL MONUMENT
P.O. Box 438
Fruita, Colorado 81521

IN REPLY REFER TO:

L54

May 5, 1975

Rocky Mountain Regional Office

MAY 8 '75

Director	
Deputy Director	
NPS Mgmt.	
Administration	
Professional Svcs	
Coop. Activities	
Operations Eval.	
Public Affairs	
EEO	
Mekel 5/9	
Action Taken	

Memorandum

To: Regional Director

Attention: Associate Director Professional Services

From: Superintendent, Colorado National Monument

Subject: Continuing Developments, Fruita Water System

During the week of April 21, the local "grapevine" generated rumors of dessension among members of the Fruita City Council concerning the future disposition of the Fruita Water System, upon which the Park is dependent. The apparent outcome of the discussion was the resignation of the city mayor.

On May 1 in discussing mutual concern items with the Mayor Pro tem, I was informed that the entire water system is undergoing close scrutiny.

During the Fruita Council Meeting, the city council voted the expenditure to $25,000 to facilitate better working service with the Ute Water Conservancy District. This would mean that Fruita could obtain 100% of their domestic and industrial water needs from the Ute source.

Further, I had the opportunity to read an internal confidential document prepared by Fruita, that indicates an estimated $1,000,000 would be required to upgrade their existing system to the standards that they want. Obviously a small town like Fruita can in no way support such a bond issue. In addition to the $1,000,000, Fruita may well have to proceed with condemnation on one water source at still additional costs.

The Town of Fruita tentatively plans to conduct a professional engineering study to provide more accurate costs.

It is the "gut reaction" of several of the town councilmen, as well as the city administrator, to totally abandon the present water system. This, of course, would pose some interesting problems for the headquarters area, Colorado National Monument.

If further developments occur, we will keep you informed.

Alford J. Banta

Alford J. Banta for Robert E. Benton

Draft signed by Robert E. Benton

Rocky Mountain Regional Office

APR 28 '75

United States Department of the Interior

NATIONAL PARK SERVICE

IN REPLY REFER TO:

COLORADO NATIONAL MONUMENT
P.O. Box 438
Fruita, Colorado 81521

April 24, 1975

Director	
Deputy Director	
NPS Mgmt.	
Administration	
Professional Svcs	
Coop. Activities	
Operations Eval.	
Public Affairs	
EEO	
Mckeel	
Action Taken	

MEMORANDUM

To: Regional Director, Rocky Mountain Region

Attention: Associate Regional Director, Professional Support

From: Superintendent, Colorado National Monument

Subject: Test Wells and Associated Bureau of Land Management requirements - Black Ridge (Information: Bill McKeel)

About one year ago it became apparent to Colorado National Monument that serious consideration must be given to an alternative water supply. To this end Bill McKeel visited the area and selected possible locations for test wells. Simultaneous with his visit Colorado National Monument made preliminary contacts with the Bureau of Land Management as to what permits would be required. At that time the Bureau of Land Management informed us that the permit was completely routine and no problems would be encountered. Subsequent contacts in November, 1974 and January, 1975 confirmed that statement.

Last week at the request of Mr. McKeel I met with the Bureau of Land Management to finalize the permit for the test wells to be drilled in June, 1975. In January, 1975 the Bureau of Land Management had changed their permit system and the following reports will be required to issue a permit for drilling:

(1) Archaeological Report
(2) Environmental Report

The local office of the Bureau of Land Management apparently has little idea of what these reports will require. In any event, it is doubtful that Colorado National Monument has the expertise to furnish the requested data. We are requesting assistance to prepare and submit the necessary information to the Bureau of Land Management so that the test wells can be drilled as scheduled, shortly after June 1, 1975.

Bob Benton

Bob Benton

SOLIC. / DEP. ASST. / RM. & PP. / INTER / ADMIN. / PAINT. / REALTY SPEC. / BIOLOGIST / DIST. OFF.-WI / DIST. OFF.-MI / REC'D. APR 9 1975 CLAC. / VIS. PROG. COORD. / PERSONNEL / WPR SPEC. / WATER SPEC. / FILE / CENT. / FILES / LAND / LIBRARY

(Slip Opinion)

NOTE: Where it is feasible, a syllabus (headnote) will be released, as is being done in connection with this case, at the time the opinion is issued. The syllabus constitutes no part of the opinion of the Court but has been prepared by the Reporter of Decisions for the convenience of the reader. See *United States* v. *Detroit Lumber Co.*, 200 U.S. 321, 337.

SUPREME COURT OF THE UNITED STATES

Syllabus

ANTOINE ET UX. *v.* WASHINGTON

APPEAL FROM THE SUPREME COURT OF WASHINGTON

No. 73–717. Argued December 16, 1974—Decided February 19, 1975

Appellant Indians were convicted of state statutory game violations that had allegedly been committed in an area of a former Indian reservation that the tribe had ceded to the Government by an Agreement made in 1891, later ratified and implemented by Congress, one of whose provisions (Art. 6), relied upon as a defense by appellants, specified that the hunting rights of Indians in common with other persons would not be taken away or abridged. The State Supreme Court, upholding the lower court's rejection of appellants' defense, held that Congress was not constitutionally empowered to inhibit a State's exercise of its police power by legislation ratifying a contract, to which as here the State was not a party, between the Executive Branch and an Indian tribe; that in any event the federal implementing statutes (which did not mention Art. 6) did not render the State's game laws inapplicable to the Indian beneficiaries of the Agreement; and that Art. 6 was merely a promise by the United States that so long as it retained any ceded land and allowed others to hunt thereon, Indians also would be permitted to hunt there. *Held:*

1. The ratifying legislation must be construed in the light of the longstanding canon of construction that the wording of treaties and statutes ratifying agreements with the Indians is not to be construed to their prejudice. Pp. 5–6.

2. The Supremacy Clause precludes application of the state game laws here since the federal statutes ratifying the 1891 Agreement between the Executive Branch and the Indian tribe is a "Law of the United States made in Pursuance" of the Constitution and therefore like all "Treaties made" is made binding upon affected States. Nor does the fact that Congress had abolished the contract-by-treaty method of dealing with Indian tribes affect Congress' power to *legislate* on the problems of In-

04-09-1975: supreme court of the united states, slip opinion; april 09, 1975

Syllabus

dians, including legislation ratifying contracts between the Executive Branch with Indian tribes to which affected States were not parties. *Choate* v. *Trapp*, 224 U. S. 665; *Perrin* v. *United States*, 232 U. S. 78. Pp. 6–10.

3. In ratifying the Agreement pursuant to its plenary constitutional powers Congress manifested no purpose of subjecting the rights conferred upon the Indians to state regulation, and in view of the unqualified ratification of Art. 6 any state qualification of those rights is precluded by the Supremacy Clause. Pp. 10–11.

4. Although the State is free to regulate non-Indian hunting rights in the ceded area, the ratifying legislation must be construed to exempt the Indians from like state control or Congress would have preserved nothing that the Indians would not have had without the legislation, which would have been "an impotent outcome to [the] negotiations," *United States* v. *Winans*, 198 U. S. 371, 380. Pp. 11–14.

82 Wash. 2d 440, 511 P. 2d 1351, reversed and remanded.

BRENNAN, J., delivered the opinion of the Court, in which BURGER, C. J., and WHITE, MARSHALL, BLACKMUN, and POWELL, JJ., joined. DOUGLAS, J., filed a concurring opinion. REHNQUIST, J., filed a dissenting opinion, in which STEWART, J., joined.

Here is the Indian decision by supreme court

Your copy of the full opinion

NOTICE: This opinion is subject to formal revision before publication in the preliminary print of the United States Reports. Readers are requested to notify the Reporter of Decisions, Supreme Court of the United States, Washington, D.C. 20543, of any typographical or other formal errors, in order that corrections may be made before the preliminary print goes to press.

SUPREME COURT OF THE UNITED STATES

No. 73–717

Alexander J. Antoine et ux., Appellants, v. State of Washington. } On Appeal from the Supreme Court of Washington.

[February 19, 1975]

MR. JUSTICE BRENNAN delivered the opinion of the Court.

The appellants, husband and wife, are Indians. They were convicted in the Superior Court of the State of Washington [1] of the offenses of hunting and possession of deer during closed season in violation of RCW 77.16.020 and RCW 77.16.030.[2] The offenses occurred on September 11, 1971, in Ferry County on unal-

[1] The appellant husband is an enrolled member of the Confederated Tribes of the Colville Indian Reservation. Tribes that formed the Confederated Tribes included the Colville, Columbia, San Poil, Okanogan, Nez Perce, Lake, Spokane, and Coeur d' Alene. Appellant wife is a Canadian Indian and is not enrolled in the United States. We do not deal, however, with whether her case is for that reason distinguishable from her husband's since the State Supreme Court drew no distinction between them. Moreover, appellee State conceded at oral argument in this Court that reversal of the husband's conviction would require reversal of the wife's conviction. Tr. p. 22.

[2] RCW 77.16.020 provides in pertinent part:

"It shall be unlawful for any person to hunt . . . game animals . . . during the respective closed seasons therefor.

10-31-1973: memorandum, dick ketcham asked that we send you a copy of the subject agreement; october 31, 1973

OPTIONAL FORM NO. 10
MAY 1962 EDITION
GSA FPMR (41 CFR) 101-11.6

UNITED STATES GOVERNMENT

Memorandum

1 NOV 1973

L54

TO : Bill McKeel, State Director's Office **DATE:** 10/31/73

FROM : General Superintendent, Curecanti Group

SUBJECT: Fruita Water Agreement, Colorado National Monument

Dick Ketcham asked that we send you a copy of the subject agreement. I hope you can come up with an answer to our questions. This thing raises its head much too often.

Karl

Karl T. Gilbert

Enclosure

5010-108

Buy U.S. Savings Bonds Regularly on the Payroll Savings Plan

RECEIVED
FEB 15 '63
COLORADO
NATIONAL MONUMENT

Superintendent
✓ Chief Ranger
Park Naturalist
Maint. Foreman
Asst. Asst.
Ranger, BLCA

XA5427
D5039

February 7, 1963

Memorandum

To: Regional Director
Through: Regional Chief of Operations and Maintenance

From: Regional Chief of Maintenance

Subject: Meeting with Officials of Fruita, Colorado, January 31

On January 31, 1963, a meeting was held in the offices of the Town of Fruita, Colorado, to discuss the Agreement of June 1, 1935 (I-lp-3960) between the Secretary of Interior and the Town of Fruita concerning the water system which jointly serves Colorado National Monument and Fruita.

Present at the meeting were:

Luther T. Peterson, Jr., Regional Chief of Maintenance, Midwest Region
William S. Mott, Hydraulic Engineer, Midwest Region
Fred G. Bussey, Superintendent, Colorado National Monument
James S. Rouse, Chief Park Ranger, Colorado National Monument

Wayne K. Quinby, Mayor, Town of Fruita
E. L. Roy Baldwin, Dwight Barcus, John T. Combs, and Lorence C. Heiny, Council Members, Town of Fruita
Ray Hayes, Street and Water Superintendent
D. Earle Brumbaugh, senior citizen and Vice President, Fruita State Bank
Max Osborn, senior citizen, Fruita
Mrs. Estelle Denton, City Clerk and Treasurer, Fruita

James Golden of the Firm Haynie, Golden & Mumby, Attorneys at Law, Grand Junction, Colorado, Counsel for the Town of Fruita

The meeting was opened by Mr. Golden, who explained that the Town Council had requested the meeting to learn our thoughts concerning the Town's obligations under the Agreement and to determine our attitude toward modifying the existing Agreement. Further, to determine the best approach to modifying the Agreement if the Service were receptive to the idea.

The group was informed that from the viewpoint of the Government the Town had a definite obligation under the contract irrespective of the vagueness of the language therein; that the Government had no intent of hanging the proverbial millstone around the neck of the Town of Fruita, economically or otherwise, but as a matter of good faith the Town had either to continue to furnish water to Colorado National Monument as intended by the contract or make other arrangements suitable to the Government to satisfy its interests.

Further, that insofar as the Service was concerned there probably would be no objection to modifying, amending or clarifying the present contract so long as the interests of the Government were recognized and protected.

As the discussion continued, the first impression created was that the Service, through extensive developments in the Saddlehorn Area, was now using far more water than that to which it is entitled under the contract. In response the group was informed that with all the present and future developments our peak demand is estimated to be 53,000 g.p.d. and that while we had unsuccessfully attempted to meter our water use this past summer, our present peak use is estimated at 31,000 g.p.d. According to estimates furnished by the Town, the flow through the pipeline on a typical summer day will be between 480,000 and 500,000 gallons exclusive of that used by the Service, and about 10 other consumers situated between the south boundary of the Monument and the storage reservoirs.

After the above information was disclosed, one member of the Council stated that the Town's obligation to furnish the Government's 10 per cent interest in the flow through the pipeline clouded their negotiations with the Ute Conservancy District (actually the District's bonding companies) and as long as the obligation remained they could not negotiate with the Conservancy District on an exchange of water basis. My understanding of this was that the Ute Conservancy District would acquire the Town's water rights and storage reservoirs and construct a new line to serve the Redlands area south of the Colorado River and eventually tie the line into their proposed system on the north side of the River. In exchange, Ute would furnish the Town an equivalent amount of water from their proposed system on the north side of the River. As brief as the explanation was, there probably were several factors or considerations not mentioned.

Another member of the Council reviewed the early history of the Town's system, pointing out the system was constructed between 1902 and 1907, and was in use four years prior to the establishment of the Monument in 1911 and 26 years prior to the time the Agreement of June 1, 1935, was entered into with the Government. Under the Agreement the Government agreed to construct the 6.08 mile portion of the pipeline within the

Monument at its expense and permit the town to use this pipeline for conveyance of its water for 10 per cent of the flow therein. He suggested that the Town could have acquired a permanent right-of-way through the Monument on the basis of their use of the land for this pipeline. In response we stated frankly that we could not offer an opinion on this matter or what effect, if any, the existing contract would have on the question since it was silent on the point. We did volunteer the opinion that to the best of our knowledge, the line constructed by the Government did not exactly follow the alignment of the old Town line. (Note: I have since reviewed Proclamation (No. 1126) of May 24, 1911, (37 Stat. 1681) and Proclamation (No. 2037) of March 3, 1933, (47 Stat. 2563) which pertain respectively to the establishment of the Monument and expansion of the boundaries of the Monument. Pertinent language of Proclamation No. 1126 states "* * * do proclaim that there are hereby reserved from all forms of appropriation, under the public land laws, subject to prior, valid, adverse claims, and set apart as the Colorado National Monument, all the tracts of land * * *" and Proclamation No. 2037 also states "* * * do proclaim that, subject to all valid existing rights, such additional lands in Colorado be * * *". Thus, it would appear that if Fruita had a valid right-of-way for their water line prior to the establishment of the Monument such right-of-way might still be valid.)

Following this was a disclosure by another member of the council that the Town needs revenue and the council is exploring every possible avenue for increasing the Town's revenue from its system. (Though not stated at the meeting, it appears the Town has consistently had to transfer funds from its general tax funds to meet its obligations on the water system. The Town still has some outstanding bonds issued a few years back to fund the purchase of some water rights and storage facilities. It is assumed part of the obligation is these bonds.)

In response to a question on whether a provision could be written into a revised contract to provide for joint participation by the Town and the Service in system improvements, an explanation was given as to limitations placed on the Service by the Congress. It was further explained that even with enabling legislation, each improvement would have to be examined on the basis of its own merits and the interests to be served.

On another question, an explanation was given to the effect that pursuant to a contract the Government could sell its interest in the pipeline to the Town and henceforth purchase water from the Town at a specified rate. Further, the sale price would have to be established by an appraisal made by an appraisal board consisting of representatives of the Government, the Town and possibly a qualified individual not directly associated with either, and that the appraisal would probably be made at today's replacement cost less depreciation. (Figures

mentioned 'off the cuff' were that the replacement cost today would be probably $200,000 to $225,000, anticipated life of pipeline (C.I.) 100 years, remaining life approximately 75 years. Thus, rough estimate of present value of pipeline is $150,000 to $165,000. Initial cost to Government approximately $110,000.) Another consideration mentioned would be the rate the Town proposed to establish since it would be foolish for the Government to sell its interest and then, over the years, agree to pay the Town several times the value received.

This discussion then turned to ways open to the Town to reach their objective. After some explanation, it turned out that the Town could either try to negotiate to purchase the Government's interest as discussed above, or attempt to amend and clarify the present contract.

On the latter point, the principal point will be the definition of the Government's 10 per cent interest in the flow of the pipeline. The answer to this question lies in the intent of the respective parties when drawing up the contract. While the pipeline undoubtedly had flow capacity in excess of that carried when first placed into operation in 1936, the Town will probably attempt to establish the Government's share of the flow on the flow in the pipeline at that time. As best we can determine at this writing, the flow at that time is anybody's guess. The other extreme is whether the Government's 10 per cent interest should be based on the actual capacity of the entire line when the Government's portion had been completed. This quantity can be calculated with a fair degree of accuracy. This question obviously must be resolved in terms of monthly maximum use by the Government before any other factors are considered.

The Town most certainly will want to establish a rate for any excess over the agreed maximum monthly quantity. While the Town apparently does not intend to establish an unreasonable rate, it must be remembered their principal intent at this time is to develop revenue. Under no circumstances should the Service agree to a rate higher than that established for commercial establishments in the Town. There are several factors related to this which should be carefully studied prior to any negotiations for amending the contract, i.e., actual cost to the Town without consideration of bonded indebtedness or cost of operation and maintenance of city distribution system; allowances for increased costs of maintenance, operation and overhead on basic system; graduated rate as quantities increase; cost to Government to maintain its portion of line; whether carry-over of unused allowance should be considered; the rates other customers are paying; type of water furnished, i.e., raw or treated.

The absence of records of use and costs both in the Service and in Fruita are going to make it difficult to arrive at answers which will be satisfactory to all concerned.

In concluding the discussion, it was suggested the Council submit, through the Superintendent, a proposal outlining the amendments or modifications they would propose in the present contract or any other proposal they have in mind and wish the Service to consider.

At the conclusion of the meeting the representatives of Fruita expressed their appreciation for the Service sending representatives to discuss the water problems of the Town. Each individual appeared satisfied with the explanations made in answer to each question and were apparently convinced the Service would assist the Town in resolving its problems where it is to the mutual interest to both parties.

Enclosed herewith are data obtained by Mr. Mott from Mrs. Estelle Denton, Town Clerk and Treasurer, Fruita, which pertain to the Fruita water system.

Recommendations:

1. That our Washington Office be requested to review their records of land in Colorado National Monument to determine whether Fruita had a valid right-of-way for their waterline prior to the establishment of the Monument. Further, if a valid right then existed, whether the right is valid today.

2. That no further action be taken with respect to this matter until a proposal is made by the Town of Fruita.

(SGD) Luther T. Peterson, Jr.

Luther T. Peterson, Jr.
Regional Chief of Maintenance

Enclosure

cc:
Supt., COIM w/cy encl.
Director (2) w/cy encl.
Chief, WODC (2) w/cy encl.
Reg. Solicitor, Denver (Attn. Clarence Eynon)

Concurred in:

(SGD) George W. Fry

_____ Date: FEB 8 1963
Acting Assistant Regional Director
Approved:

(Sgd) Howard W. Baker

_____ Date: FEB 11 1963
Regional Director

IN THE DISTRICT COURT IN AND FOR THE

COUNTY OF MESA AND STATE OF COLORADO

Civil Action No.

LAWRENCE R. AUBERT, AUGUST AUBERT and DAHL AUBERT, d/b/a AUBERT BROS. and IRVING C. BEARD, DOROTHY R. BEARD, CHARLES C. BEARD and SHIRLEY E. BEARD, Plaintiffs, -vs- TOWN OF FRUITA, Defendant.	ANSWER AND COUNTERCLAIM

The Defendant, TOWN OF FRUITA, by its attorneys, DUFFORD, WILLIAMS & MILBURN, answers the Second Amended Complaint (the "Complaint") as follows:

1. The Defendant ("Fruita") admits the allegations in Paragraphs 1 and 2 of the Complaint.

2. With respect to the statements in Paragraph 3, Fruita is unable to affirm or deny the allegations in that paragraph, and therefore denies such allegations.

3. With respect to the allegations in Paragraph 4 of the Complaint, Fruita admits that Reservoir No. 2 is constructed in such a fashion that it blocks the flow of East Creek, but denies that there is no adequate provision for passage of the flow of East Creek to the senior water rights downstream.

4. Fruita admits that Plaintiffs have made demand against it to cease and desist interference with flow to the senior rights of Plaintiffs. However, Fruita denies that it is interfering with the rights of the Plaintiffs.

5. Fruita denies the allegations in Paragraph 6 and all other allegations not specifically admitted or denied.

AFFIRMATIVE DEFENSE NO. 1

This action should properly be brought in the Water Court of Water Division No. 4. The District Court of Mesa County lacks jurisdiction over the subject matter of this case.

AFFIRMATIVE DEFENSE NO. 2

The Reservoir No. 2 owned by Fruita has been constructed across the bed of East Creek for more than forty (40) years, during all of which time the Plaintiffs and their predecessors in interest have been aware of the fact that water in East Creek must flow over the spillway of Reservoir No. 2 in order to proceed downstream. The Plaintiffs are estopped to assert that the Reservoir No. 2 interferes with or prejudices their rights, whether senior or junior to the priority of Reservoir No. 2.

AFFIRMATIVE DEFENSE NO. 3

The claim of Plaintiffs is barred by the doctrine of laches for failure of Plaintiffs and their predecessors in interest to assert their rights within a reasonable time.

AFFIRMATIVE DEFENSE NO. 4

By reason of the long period of time during which the Reservoir No. 2 has been constructed in its present condition, the Plaintiffs and their predecessors in interest waived any claim they might otherwise have had to object to the manner of the construction of the dam of the Reservoir.

THEREFORE, Fruita requests:

A. Plaintiffs take nothing by their Complaint, and the Complaint be dismissed with prejudice.

B. Fruita be given judgment against Plaintiffs for its costs of suit, attorney's fees, and other expenses incurred in connection with its defense of the Complaint.

COUNTERCLAIM

The Defendant, Fruita, asserts a counterclaim against the Plaintiffs as follows:

1. Fruita is the owner of a facility known as the Fruita Water Works Reservoir No. 2 which is located on East Creek in Mesa County, Colorado.

2. The initial point of survey for the Reservoir is at a point from which the Southeast corner of Section 2, Township 14 South, Range 102 West of the 6th P. M., bears South 40°32' West a distance of 109.2 feet. The dam of the Reservoir is constructed across the bed of East Creek. The Reservoir derives its source of water from the drainage area above East Creek.

3. Construction was originally commenced on the Reservoir on or prior to March 1, 1935. It was originally constructed to a capacity of 25.97 acre feet and was subsequently enlarged to a total capacity of 167.83 acre feet.

4. The dam of the Reservoir was constructed across the bed of East Creek with the full knowledge and consent of all persons who then held rights to appropriate water out of East Creek below the dam of the Reservoir.

5. With the consent, acquiescence and approval of all persons who owned rights to appropriate water out of East Creek downstream from the dam of the Reservoir, the dam was constructed across the bed of East Creek in such a manner that the Reservoir would impound all water which flowed in the bed of East Creek until such time as the Reservoir had completely filled, after which the water flowed over the spillway of the Reservoir and thence returned to East Creek for the use of downstream users.

6. At various times since the completion of the original Reservoir, the height of the dam of the Reservoir

has been increased, with the consent, acquiescence and approval of all downstream users.

7. Fruita constructed and enlarged the Reservoir in the manner the same as now constructed, relying upon the consent, acquiescence and approval of all downstream users and expended in excess of $150,000.00 to construct the Reservoir in the manner which it is at the present time.

8. The Plaintiffs have filed this action requesting that Fruita be required to bypass water in East Creek to satisfy the needs of water rights which have a priority superior in point of time to the priorities granted to the Reservoir No. 2. If the Court grants some or all of the relief requested by the Plaintiffs in their Complaint, the value of the Reservoir to Fruita will be depreciated to the point that such Reservoir will be of little or no value and the ability of the Town of Fruita to supply its inhabitants with domestic water will be severely jeopardized.

THEREFORE, Fruita requests:

1. A determination by the Court that the rights of Fruita to impound water in the Fruita Water Works Reservoir No. 2 are in all respects superior and prior to any right of the Plaintiffs to divert water from East Creek.

2. Enter judgment for Fruita against the Plaintiffs for their costs of suit and other expenses incurred in connection with this case.

3. Provide such additional relief to Fruita as the Court considers proper.

Respectfully submitted,

DUFFORD, WILLIAMS & MILBURN

By_____
D. J. Dufford
Attorneys for Defendant
537 Rood Avenue, P. O. Box 2188
Grand Junction, Colorado 81501
Telephone: (303) 242-8834

00-00-0000: colm fruita pipeline, map of the fruita pipeline

UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
DENVER SERVICE CENTER
7200 WEST ALAMEDA AVENUE
DENVER, COLORADO 80226

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INT-417

COLM Fruita Pipeline

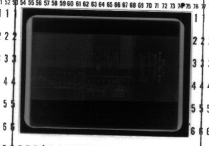
Map of the Fruita pipeline & the reservoirs connected herewith.

Microfilm

21

COLO. NM | FRUITA PIPE LINE | 1 OF 4





COLO. NM | FRUITA PIPE LINE | 2 OF 4





COLO. NM | FRUITA PIPE LINE | 3 OF 4





COLO. NM | FRUITA PIPE LINE | 4 OF 4





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APR 5 1963
CHF
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PERS
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ARCH
ENGR
L. A.
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CONT
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DOCKET # 1

April 2, 1963

L54-BLM

Memorandum

To: Regional Director, Midwest Region

From: Acting Chief, Division of Lands

Subject: Water supply for town of Fruita and Colorado National Monument

In reply to Mr. Smith's memorandum of February 13 on the above subject, we have contacted the Bureau of Land Management and obtained copies of the right-of-way permit as requested. The BLM office here had to get their file from the Montrose, Colorado office.

Copies of the permit and accompanying map are enclosed. We have filed these in Docket No. 1, Part II B, BLM permit and right-of-way. Although the original field notes were also in the material supplied by BLM, the notes on the map obviously were taken from the field notes, and, therefore, the original field notes were not copied. The complete "case" has been returned to BLM office here which informs us that they will forward it to their Denver Records Center. If further reference need be made to the original material, the Denver office can be contacted directly.

Note that the permit is revokable for cause and extends for a period of 60 years, presumably from March 18, 1915, the date it was signed by the Secretary of the Interior. It calls for a right-of-way 100 feet wide, 50 feet on each side of the pipeline.

The question of validity of the right-of-way should be discussed with the Regional Solicitor's office although we find no evidence to the contrary except that the Park Service replaced the section within the Monument. The right-of-way over this portion may have lapsed but our copy of the 1935 contract has an added page describing the water rights of the town of Fruita, signed by the mayor, which states that Fruita has a "26-year undisputed use of water and right-of-way." Whether this page is part of the contract and would have a bearing on the problem is not known.

You might also raise the question with the Regional Solicitor as to whether the town of Fruita could abandon its supply from the pipeline, thus leaving the Monument without water. The contract calls for no

penalty other than denial of the use of the Monument section of the pipeline. If the Ute Conservancy District should bring in water to the town, the pipeline possibly could be excess to their needs unless the water would be needed for generation of power. The original right-of-way permit was for power and irrigation as well as municipal supply and it is not known here whether the town generates its own power or not.

Please continue to keep this Office informed promptly of any further developments.

SIGNED
Harry R. Sanders

Enclosures 2

cc:
Superintendent, Colorado, w/c encs.
Chief, WODC (2), w/o encs.

02-11-1963: memorandum, enclosed with a docket folder is an index list identical to that in our files; february 11, 1963

W O D C
FEB 21 1963
CHF
ADM
PERS
P & P
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ENGR
L. A.
SPEC
CONT
SFTY
HABS
ACTION TAKEN - DATE
File

L54

Memorandum

To: Superintendent, Colorado National Monument

From: Hydraulic Engineer, Midwest Region

Subject: Content of Water Right Docket No. 1, Headquarters Water Supply

Enclosed with a docket folder is an index list identical to that in our files.

Please check your documents in respect to the index list and advise us of any differences so we may prepare any missing copies necessary to complete all docket files.

We would appreciate advice of any pertinent documents which you may have and which are not on the index list. We will prepare copies for the files in the Washington Office and WODC.

By copy of this memorandum we are requesting the Washington Office and WODC to check the index list with the content of their docket file and advise us of any discrepancies.

SIGNED

William A. Mott
Hydraulic Engineer

Enclosure

cc:
Director (2), w/cy of docket index
Chief, WODC (2), w/cy of docket index

E

UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE

MIDWEST REGION
1709 Jackson Street
Omaha 2, Nebraska

IN REPLY REFER TO:
L54

DEC 6 1962

W O D C
DEC 10 '62

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duty	ENGR out
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from	Stratton 12/13
ACTION TAKEN - DATE	
	none

Memorandum

To: Chief, WODC

From: Acting Assistant Regional Director

Subject: Chemical Analysis of Water Supply, Grand Junction Entrance Station, Colorado National Monument

Enclosed are two subject reports for placement in the dockets as follows:

1. Report labeled Sample No. 277, Main Supply, is to be placed in Docket No. 1, directly below Part III.

2. Report labeled Sample No. 278, Entrance Supply, is to be placed in Docket No. 2, as the last item into the folder.

Russell L. McLaren

Acting Assistant Regional Director

In duplicate

Enclosures

cc:
The Director (2), w/enclosures
Superintendent, Colorado National

San: PHE 44-L (Rev.11/61/20)

Transmitted in Supt's Memo 7 Nov 7/62

CHEMICAL ANALYSIS OF WATER
Colorado State Department of Public Health

Sample No. 277

Date Analyzed: May - June, 1962

Municipality: Colo. National Monument Where Collected: Main Supply Date and Time Sampled:

Source of Supply (If well give depth): Collected by: Chemist:

		Maximum allowable	As found			Maximum allowable	As found
GROUP I MANDATORY LIMITS	Turbidity	5 units	17 ppm	GROUP II RECOMMENDED LIMITS	Alkyl Benzene Sulfonate	0.5	0
	Color (Cobalt Scale)	15 units	90		Carbon Chloroform Extract	0.2	—
	Threshold odor number	3	—		Chloride (Cl) ✓	250 ppm	4 ppm
	Arsenic (As) 0	0.05 ppm 0.01 recommended	0 ppm		Copper (Cu) 0	1.0 ppm	0 ppm
	Barium	1.0	—		Iron (Fe) 0	0.3 ppm	0.50 ppm
	Cadmium	0.01	—		Magnesium (Mg) ✓	125 ppm	3 ppm
	Chromium (Cr^{+6}) 0	0.05 ppm	0 ppm		Manganese (Mn) 0	0.05 ppm	0.05 ppm
	Cyanide	0.2 0.01 recommended	—		Nitrate (NO_3--) 0	45 ppm	0 ppm
	Fluoride (F) 0	2.4 ppm	0.3 ppm		Phenol	0.001 ppm	— ppm
	Lead (Pb)	0.05 ppm	0 ppm		Sulfate (SO_4) ✓	250 ppm	20 ppm
	Selenium (Se) 0	0.01 ppm	— ppm		Total Solids	500 ppm	124 ppm
	Silver 0	0.05	—		Zinc	5 ppm	— ppm
GROUP III	Calcium (Ca)(as $CaCO_3$) ✓	--	52 ppm	GROUP IV	RADIOACTIVITY	μμc/liter	—
	Sodium (Na) ✓	--	2 ppm		Gross Alpha & Beta Activity	1000	—
	(at time of pH collection)	--	—		Radium 226	3	—
	Phenolphthalein Alkalinity		0 ppm		Strontium 90	10	—
	Specific Conductance	--Micromhos	135 Micromhos		PO_4		0
	Total Alkalinity		62 ppm		NH_3		0.15
	Total Hardness		66 ppm				

05-01-1962: chemical analysis of water; may 01, 1962

02-11-1958: memorandum, the attached copy of completion report of december 3, 1957, should be filed at the top of contents of p

154-L

Docket as indicated

February 11, 1958

Memorandum

To: Regional Director, Region Two

From: Chief, Water Resources Section

Subject: Headquarters Water System, Docket 1, Colorado National Monument

The attached copy of Completion Report of December 3, 1957, should be filed at the top of contents of Part III, Docket 1.

The addition of completion reports is a new idea which seems desirable. They will give the date of extensions of use, the cost of such extensions, and reference to the working drawing. While perhaps not so important for the subject water rights at this time, the record will generally facilitate the work of preparing proofs for final license or certificate, and determination of the need for supplemental appropriations.

SIGNED
A. van V. Dunn
Chief, Water Resources Section

Attachment

Copy to: Superintendent, Colorado National Monument, with copy of Completion Report
√WODC (2), with copy of Completion Report

W O D C
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AUG 28 1967

Memorandum

To: Regional Director, Region Two

From: Acting Chief, Water Resources Section

Subject: Headquarters Water Supply and Fruita Pipeline, Docket 1, Colorado National Monument

With copies of this memorandum we are sending you and the Superintendent each a copy of the 1955 report on Fruita Water System by Engineer C. H. Jex. It is suggested that these be filed at the top of Part I of the subject docket. We are also sending WODC a folder containing the negatives of the plan, profile, and report in Part I, but none of the contents of Parts II and III except the dividers.

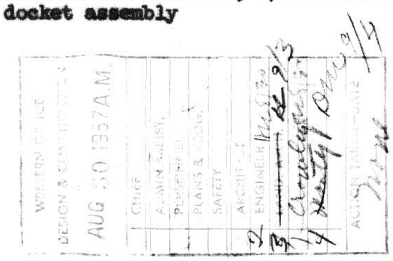
As time permits or the data are needed, we will complete the WODC docket, unless Mesa Verde still has an assembly to transfer. For the moment, however, it is only necessary to know that the pipeline has been enlarged, and that the Park Service relocated and constructed the part across the Monument under Agreement I-LP-1960 of June 1, 1935, in consideration for the use of 10% of the water at that time. The terms under which the Monument may obtain water are subject to possible modification if Town has to reconstruct the "bottle-neck" now developing across the Monument land.

SIGNED

Gordon W. Robertson
Acting Chief, Water Resources Section

Attachment

Copy to: Superintendent, Colorado National Monument, w/c attachment
Chief, WODC (2), with docket assembly



12-01-1955: report on water system town of fruita, by c.h. ex, engineer; december 01, 1955

REPORT ON WATER SYSTEM

TOWN OF FRUITA

DECEMBER, 1955

By

C. H. Jex, Engineer

Grand Junction, Colorado
December 16, 1955

Mayor Glen A. Hagen and
Fruita Town Council

Fruita, Colorado

Gentlemen:

Submitted herewith is my report on findings from a study of the town water system.

As requested the report analyzes several alternate sources of additional water, discusses the present status of the Fruita Pipe Line and summarizes water department revenue and cost data.

Yours very truly,

C. H. Jex

CHJ:bw

PRESENT WATER SYSTEM

The present municipal water supply of the Town of Fruita is obtained from the water sheds of Northeast Creek, tributary to the Gunnison River, and from Hay Press Creek and other headwater streams of the Little Dolores River, tributary to the main Colorado River. The water shed area is a part of the Fruita Division of the Grand Mesa-Uncompahgre National Forest.

The Town water system has been developed over a period of years, originating with the purchase of water right and the construction of a pipe line from the water shed areato the Town. The original system has been enlarged and expanded by the appropriation of water, the construction of water storage reservoirs and the replacement of the original pipe line with pipe of larger capacity.

Fruita Pipe Line

The Fruita Pipe Line heads on the water shed and terminates at the Town regulatory reservoir (Settling Basin No. 1) near the north boundary of the Colorado National Monument. The Pipe Line was constructed in about 1906. The original Line, according to the engineer's plans, consisted of four, six, eight and ten-inch diameter pipe. The Line was designed for the delivery of one second foot of water to the Town. The Line is approximately 115,400 feet (21.9 miles) long, exclusive of collection lines. The main Pipe Line heads at an elevation of 8871 feet and ends at an elevation of 4738 feet.

In 1935 the Town of Fruita entered into an agreement with the Department of Interior, National Park Service, for the delivery of water to the Park in exchange for the replacement and maintenance of the section of the Pipe Line within the boundary of the Colorado National Monument. The length of Line, exclusive of the Monument, is approximately 83,600 feet, and the length of Line within the boundary of the Monument is approximately 31,800 feet. The files of the Town show the National Park Service retained the ownership of the Pipe Line within the boundary of the Monument and is responsible for the operation and maintenance of the Line.

Direct Flow and Natural Spring Water

Direct flow runoff and natural spring water is picked up and conveyed to the Fruita Pipe Line by a system of collection pipe lines. The total length of collection pipe lines is approximately 20,000 feet (3.8 miles). The lines vary in size from two to six-inch diameter pipe. At the present time direct flow and spring water is collected from Hay Press Creek, tributary to the Little Dolores River, and from three headwater tributaries of East Creek, tributary to Northeast Creek. Direct flow water and the natural spring water thus collected supplies the full requirements of the Town system during the snow melt and spring runoff period.

Reservoir Storage

The direct flow and spring water is supplemented by water stored in three water shed reservoirs. Water is released direct

from the reservoirs into the Fruita Pipe Line. In addition to the three water shed reservoirs, the Town operates two regulation reservoirs supplied water by the Fruita Pipe Line. The following Tables give the capacities of the reservoirs:

(1) Water Shed Reservoirs:

Fruita Reservoir No. 1	-	142.78 Acre Feet
Fruita Reservoir No. 2	-	25.97 Acre Feet
Fruita Reservoir No. 3	-	45.90 Acre Feet
Total		214.65 Acre Feet

(2) Regulation Reservoirs:

Settling Basin No. 1	-	3.37 Acre Feet
Settling Basin No. 2	-	16.24 Acre Feet
Total		19.61 Acre Feet

(1) Reservoir capacity data taken from filing maps.
(2) Reservoir capacity data taken from filing map and from information supplied by Ray Hayes, Superintendent of Water Works.

Population Served

Records of the Town show that water service is supplied as follows:

Family Units Within the Town	499
Family Units Outside the Town	89
Total Family Units Served Water	588

On the basis of 3.29 persons per family unit (Mesa County 1950 Average) the Town is providing direct piped water service for a

total population of 1935. Of this total 1642 or 85% reside within the Town and 293 or 15% live outside the Town.

In addition to direct piped water service, the Town provides water for truckers engaged in the business of hauling water to residents and livestock of the rural area surrounding the Town. Estimates of the water sold to truckers during the past year indicate that had the water been used directly by pipe service, an additional 30 family units or 99 persons could have been supplied water. This, added to the number supplied directly by piped service, would give a figure of 2034 as representative of the population served water by the Town water system. The above figures do not include allowance for the water service provided the National Park Service.

The Town population, as given in the 1950 census, is 1463 persons. The figures, as developed above, give an increase of 179 over the reported census population of 1950.

Rate of Water Use

As the Town water system is presently unmetered, both as to over-all supply delivered by the Fruita Pipe Line and the water delivered to the ultimate user, the per capita requirement of the Town has been estimated from water use information collected by Grand Junction City.

The present annual rate of water use in Grand Junction is approximately 200 gallons per person per day, exclusive of filter

plant process water. This is 73,000 gallons or .224 acre feet per person per year. This per capita rate of water use includes the water used by business houses, the water used on city parks, the water used by the schools and the industrial use under the Grand Junction City system averaged on the basis of the population served water. The weekly average summer requirements run as high as 370 gallons per person per day and the winter requirements run as low as 110 gallons per person per day. The maximum rate of delivery by the Fruita Pipe Line this summer was .77 second feet. This is 39 per cent less than the per capita maximum summer rate of use by Grand Junction City. The maximum weekly summer rate of water use by the City of Grand Junction is 1600 persons per second foot. The present winter use rate by the Town of Fruita is .53 second feet.

If we assume that the water use in the Town of Fruita will increase and equal the present use in Grand Junction and the seasonal pattern of use is the same as that of Grand Junction, the Table on the following page will show the monthly water requirement of the Town for its present population and for a population of 4000.

Monthly Water Requirement

Month	Percent of Total	Use Per Person Ac. Ft.	Use Present Population Ac. Ft.	Use For 4000 People Ac. Ft.
January	4.6	.010	21	41
February	4.6	.010	21	41
March	4.7	.011	21	42
April	7.2	.016	33	65
May	10.0	.023	46	90
June	14.2	.032	65	127
July	15.3	.034	70	137
August	13.8	.031	63	124
September	10.8	.024	49	97
October	5.6	.013	25	50
November	4.6	.010	21	41
December	4.6	.010	21	41
TOTAL	100.0	.224	456	896

Based on the use of water by Grand Junction, the maximum summer rate of use for the Town of Fruita at the present time would be 1.25 second feet and the maximum summer rate of use for a population of 4000 people would be 2.50 second feet. This rate of summer use is a measure of pipe line capacity required for the delivery of water to the Town regulation reservoirs.

Water Shed Runoff

The problem of estimating the production of water on the Town water shed is very difficult as there are no known records of the runoff of the streams tributary to the Town system or other streams of adjacent water sheds. Town Officials report that the Fruita Reservoirs Numbers 1, 2, and 3 were all filled by the snow melt runoff for the years 1954 and 1955. Fruita Reservoir No. 1, however, held water over from prior years.

Mirror Lake No. 1, located on Lake Creek, and the Gobbo Reservoir, located on Johnson Creek, also filled during the snow melt runoff period of the year 1955. These two reservoirs, similar to the Fruita Reservoir No. 1, held carry-over water from the prior year. Information is not available on the amount of carry-over water held in the Fruita Reservoir No. 1 or the Gobbo Reservoir in the fall of 1954, but from information collected for Mr. Beard on a plan of enlargement of Mirror Lake, it was determined that 14 acre feet of water were carried over in Mirror Lake in the fall of 1954. From observations made during the fall hunting season of 1953, it is estimated that approximately 20 acre feet of water were held over in Mirror Lake from the runoff season of 1953. It was observed that Mirror Lake failed to fill by approximately 30 acre feet during the runoff season of 1954; however, water was released from the Lake prior to the end of the runoff season. Had water not been released during the runoff period, it is believed the reservoir would have filled during the snow melt period of the year 1954.

A study of the annual records of runoff for the past 22-year period on such streams as Kannah Creek shows that the two years of 1954 and 1955 were the lowest on record, except for the runoff year of 1934. The runoff year 1954 is rated 58% of the average for the 22-year period, and the year 1955 is rated 65% of the average for the 22-year period. A water system with adequate water shed for the production of sufficient water for the filling of its designed capacity in runoff years such as 1954 and 1955 is considered sound. In years of runoff similar to that of 1934, which records show only occurred once in a 55-year period, some curtailment or restriction of use will be required.

Based on the above analysis of water shed runoff and with the assistance of Soil Conservation Service aerial photographs, an estimate has been prepared of the snow melt runoff of the several water shed areas tributary to reservoir storage. The several water sheds, except for the Fruita Reservoir No. 1, are within 100 feet of comparable elevation. The water shed of Fruita Reservoir No. 1 is somewhat higher. The water shed area unit runoff was determined from the measured capacity of Mirror Lake No. 1 and the water shed area above this reservoir, after subtracting 14 acre feet for carry-over water from the measured capacity. The Table on the next page will give the water shed area above each reservoir or reservoir site, the unit runoff as applied and the estimated spring snow melt runoff to be expected in years of runoff similar to those of 1954 and 1955.

Estimated Water Shed Snow Melt Runoff For Years Similar to 1954 And 1955, As Determined From Water Shed Area

Name of Reservoir or Reservoir Site	Water Shed Area In Acres	Runoff In Ac. Ft. Per Acre	Snow Melt Runoff In Ac. Ft.
Fruita Reservoir No.1	448	.253	113
Fruita Reservoir No.1 and Site No. 4	648	.253	164
Fruita Reservoir No.2	577	.253	146
Fruita Reservoir No.3	758	.253	192
Mirror Lake No. 1	762	.253	193
Gobbo Reservoir	922	.253	233
Gobbo Reservoir and Lower Reservoir Site	1189	.253	301

In the use of the above figures it should be remembered that the Table does not reflect the runoff in average precipitation years and neither does it reflect the total annual runoff. The Table is intended to show only the snow melt runoff in low precipitation years similar to 1954 and 1955.

ALTERNATE SOURCES OF ADDITIONAL WATER SUPPLY

Additional water can be provided the Town from any one of the four alternate sources of supply as follows:

1. Enlargement of the present Fruita Reservoir No.2 on the water shed of East Creek and the construction of the proposed Fruita Reservoir No.4, also located on the water shed of East Creek.

2. The purchase of the Mirror Lake irrigation system and the construction of a pipe line for the delivery of the water to the present Fruita Pipe Line.

3. The purchase of the Gobbo Brothers irrigation water rights and reservoir on Johnson Creek and the construction of a pipe line for the delivery of the water to the present Fruita Pipe Line.

4. The use of Colorado River water.

Enlargement of Town Reservoirs

Reservoir filing maps available in the Town files show that the Fruita Reservoir No. 2 could be enlarged from its present storage capacity of 25.97 acre feet to a total capacity of 167.82 acre feet. This would give a net increase in stored water supply of 141.85 acre feet. A filing map of the Fruita Reservoir Site No.4 shows that with full development of this site the stored water supply of the Town could be increased by 54.53 acre feet.

Full development by enlargement of No. 2 Reservoir and the development of the proposed Reservoir Site No. 4 would increase

the reservoir storage capacity of the Town system by 196.38 acre feet.

Reliable information is not available on the water shed run-off tributary to the two reservoir sites, but from the preceding water shed runoff analysis it is believed the two reservoirs as planned would fill in most all years if suitable water rights can be established. At the present time the Town has no water right for either of the reservoirs except a claim of right resulting from engineering surveys and reservoir filing maps. A study of Court records and known expansion in the use of the runoff of East Creek indicates that the stream runoff tributary to the sites will be competitive.

Without more definite information on the availability of water and the establishment of rights for the storage of water, I would hesitate recommending that the Town proceed with the development of the two reservoir sites. The Town is now in the process of requesting the Court for conditional water right decrees for the two sites, based on the original surveys and the money expended on expansion of its system over the years. At such time as the Town can secure conditional decrees and satisfactory evidence of a dependable water supply I would suggest that it proceed with the development of water storage as planned.

Mirror Lake Water System

The Mirror Lake water system, as used by Mr. Irving Beard, includes a reservoir called Mirror Lake No. 1 and a system of ditches used in the irrigation of land in the drainage basin of Northeast Creek. The water originates on the water shed of Northeast Creek, tributary to the Gunnison River.

Mirror Lake No. 1 is presently constructed for a storage capacity of 207 acre feet. The present dam and reservoir basin offers very economical storage for a total capacity of 456 acre feet. This additional capacity could be developed by an eleven foot increase of the dam and spillway. In addition to Mirror Lake No. 1, the Mirror Lake system includes the use of the natural flow of Lake Creek below the Mirror Lake No. 1 dam and three springs.

Mirror Lake No. 1 was decreed in 1941 for 171.1 acre feet of storage capacity. The full capacity of 207 acre feet has been used over a period of years and should be decreed. Direct flow water of Lake Creek and natural spring water in the amount of 11.75 second feet was also decreed in 1941. The date of priority of the reservoir and the direct flow and spring water is 1935.

The Mirror Lake system involving the reservoir and water rights has been offered the Town by Mr. Beard for $50,000.00. The offer includes pipe line, road and other right-of-way for the construction and operation of the system.

Study of the system, which includes the measurement of natural spring water, indicates that the system as now developed and as offered for sale would supply the Town with an annual minimum of

245 acre feet of usable water. Of this amount 207 acre feet would be reservoir controlled water, subject to call as needed by the Town. The cost of this water, disregarding the possibility of enlargement of reservoir for the carry-over of water, would be $204.08 per acre foot. The cost of pipe line for the delivery of water to the Town will be discussed later in this report.

The Gobbo Brothers' Water System

The Gobbo Brothers have certain water interests on Johnson Creek, tributary to Northeast Creek, which could be used as a supplemental water supply for the Town. The Gobbo system includes a reservoir located on the water shed of Johnson Creek and a canal for the diversion of Johnson Creek water for the irrigation of land in the drainage basin of Northeast Creek.

The Gobbo Brothers have indicated a willingnesss to sell the reservoir and sufficient natural runoff, including spring water, for a maximum annual diversion by the Town of 500 acre feet. The sale price for the water is $110,000.00. The necessary right-of-way for the reservoir, a right-of-way for pipe line and road, as required in the operation and maintenance of the reservoir and pipe line, is included in the purchase price of the water.

Information on file with the District Court shows that the Gobbo Reservoir was constructed in 1949 and water first used during the irrigation season of 1950. Water storage rights attaching to the reservoir of 225.59 acre feet and direct flow rights for irrigation purposes in the amount of 3.80 second feet are presently

before the Court for adjudication. The date of priority claimed by the Gobbo Brothers is August 23, 1948. There is every reason to expect a decree to be rendered for the water right as claimed.

The Gobbo Reservoir, as presently developed, has two major leaks. One leak appears to be directly through the fill of the dam and the other leak is believed to be through the right abutment of the dam. Measurements show that .30 of a second foot of water is leaking directly from the reservoir at such time as the water surface is near spillway elevation. Disregarding the matter of dam safety or cost of repairs, the matter of reservoir seepage detracts from the utility of the reservoir by the Town, as the seepage water is uncontrolled. The water shed snow melt runoff tributary to the reservoir, as previously discussed, is very near the rated capacity of the reservoir.

My analysis of the availability of water of Johnson Creek would indicate that the usable supply to the Town would not exceed the capacity of the reservoir (226 acre feet) plus natural spring water. The usable natural spring water over and above the water which seeps directly from the reservoir is estimated to be 60 acre feet per year. This amount added to the rated capacity of the reservoir gives 286 acre feet as the estimated usable amount of water the Town could divert from Johnson Creek in years similar to the runoff years of 1954 and 1955. Of this amount a quantity of not to exceed 180 to 200 acre feet, or the difference between the capacity of the reservoir and the leakage from the reservoir, would be fully controlled water. On the basis of cost of the water as offered and the

availability of supply, as discussed above, it would appear that the Gobbo water would cost the Town $384.62 per acre foot. It is my opinion that the entire runoff of the Johnson Creek water shed above an elevation necessary for its diversion to the Fruita Pipe Line in low runoff years, such as 1954 and 1955, would not exceed 360 acre feet.

Colorado River Water

Water of the Colorado River is relatively hard, containing undesirable concentrations of dissolved solids. These consist primarily of calcium, magnesium and sodium carbonates and sulfates. Water of the Gunnison River contains even higher concentrations of dissolved solids during the summer low flow months.

A number of Colorado River valley towns (Silt, Rifle, De Beque and others) are presently using water pumped from the river. The water thus used received limited treatment, resulting generally in poor quality. Water used at the Bureau of Mines Oil Shale Demonstration Plant near Rifle is also pumped from the Colorado River. In connection with oil shale work the Bureau of Mines has conducted experimental work on the treatment of Colorado River water for domestic use purposes. Detailed chemical analysis of water and the cost of treatment to produce water of varying degrees of hardness are now available in the files of the office of the Bureau of Mines.

An analysis of the data collected by the Bureau of Mines shows that in order to produce water of desirable quality (85 parts per million of dissolved solids), the Town could expect a cost of chemicals for water treatment to average about $60.00 per million gallons or $19.50 per acre foot. Pumping and other operating cost,

exclusive of retirement of capital investment, would be $40.00 per million gallons or $13.00 per acre foot. The annual cost of retirement of the necessary capital investment for treatment of Colorado River water by the Town is estimated to run $4,000.00 per second foot of plant capacity per year.

The annual costs attaching to the use of Colorado River water by the Town may be expected to run very near $50.00 per acre foot. This is primarily an annual operating cost and at such time as the Town would find it necessary to use 250 acre feet of water from the River, the annual cost is estimated to be $12,000.00. This annual cost capitalized at 3½% interest over a period of 20 years would justify an expendature of $170,000.00.

The above reported cost attaching to the use of Colorado River water applies only to the water as now available in the River. Each year as additional water is used upstream for irrigation or industrial use within the natural basin or is taken out at the basin the concentration of dissolved solids will increase; and, likewise, the cost of treatment of the River water will increase. A 20 per cent expanded irrigation use occurred in the basin during the past 15-year period. The next 15-year period will, no doubt, show an even greater rate of expansion.

Cost Estimate

Cost estimates have been prepared on the Mirror Lake and the Gobbo Brothers alternate plans of providing the Town additional water. Town Officials have expressed the opinion that the cost of the laying of any needed pipe line, the costs attaching to a betterment program

for the Fruita Pipe Line and all similar items of cost incident to an expansion of the system can be paid for by current revenues of the Town. The following estimate therefore covers only the purchase of water and the purchase of the pipe required for a line from the water shed area to the Fruita Pipe Line.

Mirror Lake Development Cost Estimate

Purchase of Water	$50,000.00
Purchase of Pipe, FOB Fruita 18,800 ft. of 8" pipe at $1.87 per ft.	35,200.00
Purchase of air valves and materials for pipe line intake	2,800.00
TOTAL COST	$88,000.00
Estimate of Water Developed	245 Ac. Ft.
Cost per Acre Foot	$360.

Gobbo Brothers Development Cost Estimate

Purchase of Water	$110,000.00
Purchase of Pipe,FOB Fruita 18,200 ft. of 8" pipe at $1.87 per ft.	34,000.00
Purchase of air valves and materials for pipe line intake	2,800.00
TOTAL COST	$146,800.00
Estimate of Water Developed	286 Ac. Ft.
Cost per Acre Foot	$510.

FRUITA PIPE LINE

Comment of Town Officials indicates that pipe replacement of the original Fruita Pipe Line was started in 1940. The line has now either all been replaced or the Town presently has on hand sufficient pipe for complete replacement. The pipe used in replacement has sufficient cross-section for the conveyance of 2.50 second feet of water if the line is operated under reasonable limits of pressure. In past years the line has been operated as a simple flow line with air releases made by a system of low standpipes.

Information on pipe size, type of pipe and pipe wall thickness, as used for replacement by the Town, is given in the Table on the following page. The information was taken from sales records of supply houses.

A study of the pipe line profile shows that in order to deliver 2.50 second feet of water several sections of pipe will be required to withstand pressures up to 78 pounds per square inch or 180 feet of head. A major portion of the steel pipe used for replacement has a sleeve or hot drive joint designed for maximum working heads of 40 pounds per square inch or 92 feet of head. Agent for the supplier of the hot drive joint pipe states that the pipe should operate satisfactorily under heads exceeding 40 pounds of pressure, but that some leakage may develop. I would urge that the Town without delay complete the replacement of the original pipe as planned and start an experimental program of increasing water releases to the line and change the standpipe air releases to air release valves,

TOWN OF FRUITA PIPE PURCHASES

Date of Purchase	Quantity In Feet	Diameter of Pipe Inches	Wall Thickness	Type of Pipe	Type of Joint	Supplied By
Jan. 1946	680	6	12 Gage	Welded Asphalt Dipped	Hot Drive	Thompson
" "	3006	8	" "	" " "	" "	"
" "	1006	10	" "	" " "	" "	"
Mar. 1947	4000	10	" "	" " "	" "	"
Sept. 1948	1004	8	.142 Inch	" " "	" "	"
Sept. 1948	5508	10	.142 "	" " "	" "	"
Sept. 1949	3500	8	16 Gage	Gav.Riv. " "	" "	"
Sept. 1949	2000	10	16 "	" " " "	" "	"
Oct. 1949	6000	8	16 "	" " " "	" "	"
Nov. 1949	3300	8	10 "	Welded " "	Dresser	Armco
Nov. 1949	2700	8	10 "	(1) " " "	"	"
June 1950	6000	8	16 "	Gav.Riv. " "	Hot Drive	Thompson
Jan. 1951	5600	8	10 "	(1)Welded " "	Dresser	Armco
June 1951	6000	8	12 "	Gav.Riv. " "	Hot Drive	Thompson
Oct. 1954	11,520	8	14	" " " "	" "	"

(1) Asphalt dipped & wrapped with 23 lb. felt.

12-01-1955: report on water system town of fruita, by c.h. jex, engineer, cont.; december 01, 1955

as required for the delivery of a minimum flow of 1.5 second feet of water. If the line pulls at the joints through the lower sections of siphons of greater heads, I would suggest experimenting with welding the joints of higher heads.

It will be noted that the pipe used by the Town as replacement is of unusually light wall thickness. It is my opinion that due to the light wall thickness the Town may expect a much shorter useful life of this line than the original woodstave pipe. It may be that the Town will find the present remaining metal of the pipe through the sections of line requiring the higher heads insufficient for the pressuring of the line for the delivery of 2.5 second feet of water. This should be determined at the earliest possible date.

The above discussion is not intended to infer that the Town may expect to be faced with an immediate and costly replacement of this line. Much of the line can always be operated under very light pressure and should give reasonably good service over a limited period of years. The sections of line on which it will be necessary to develop pressures of 50 pounds and over in order to secure the necessary delivery of water will require careful watching and possibly early replacement.

WATER RATES AND REVENUE

Information supplied by the Town Clerk indicates that for the past several years the Town Water Department Revenue has been somewhat less than water department cost. This deficiency has been made up from general funds of the Town. A summary of water department revenue and cost is given by the following table:

Year	Water Department Revenue	Water Department Cost
1949	$22,830.39	$37,317.56
1950	23,886.41	23,850.02
1951	24,668.29	33,654.46
1952	24,638.24	29,802.11
1953	28,120.17	45,540.87
1954	28,459.29	48,720.00
(1) 1955	30,716.47	38,199.44
Average	$26.188.46	$36,726.35

(1) December estimated.

The outstanding water department bonds and the annual payments for the retirement of the bonds is shown in a Table on the following page.

Town of Fruita Water Department Outstanding

Bonds and Cost of Annual Retirement of Bonds

Year	Bond Principal	Bond Payment		
		Principal	Interest	Total
1955	$96,000	$7,000	$3,287.50	$10,287.50
1956	89,000	8,000	3,020.	11,020.
1957	81,000	8,000	2,725.	10,725.
1958	73,000	8,000	2,430.	10,430.
1959	65,000	4,000	2,135.	6,135.
1960	61,000	4,000	2,025.	6,025.
1961	57,000	4,000	1,915.	5,915.
1962	53,000	4,000	1,785.	5,785.
1963	49,000	4,000	1,655.	5,655.
1964	45,000	4,000	1,525.	5,575.
1965	41,000	4,000	1,395.	5,395.
1966	37,000	4,000	1,265.	5,265.
1967	33,000	4,000	1,135.	5,135.
1968	29,000	4,000	1,005	5,005.
1969	25,000	5,000	875.	5,875.
1970	20,000	5,000	700.	5,700.
1971	15,000	5,000	525.	5,525.
1972	10,000	5,000	350.	5,350.
1973	5,000	5,000	175.	5,175.

It would appear desirable that the Town study its water rate structure from time to time and see that the water department revenue is at least equal to the department costs. This is particularly important where the system is operated for the benefit of such a large proportion of out-of-town users who pay no direct taxes for the support of the Town. A study of the annual billing for water service per average home unit in Grand Junction, Palisade and Fruita is as follows:

Grand Junction	$52.75
Palisade	$55.25
Fruita	$38.20

SUMMARY AND CONCLUSIONS

Study of available water system data supplemented by independent analysis, field surveys and stream runoff measurements supports the following conclusions and recommendations:

Water Supply

1. The Town of Fruita water system is presently directly serving a population of at least 1935, exclusive of water sold truckers for delivery to rural area use and the water used by the National Park Service. If allowance is made for the water sold truckers, the Town is providing water for the equal of a population in excess of 2000.

2. It is recommended that the next expansion of the Town system be basically designed such that with the completion of development the system will serve a population of 4000 people or approximately double the population presently served.

3. Water requirement and water operation studies show that the development of an additional usable supply of 350 to 450 acre feet, together with full use of that presently available to the Town, will provide sufficient water for the service of a total population of approximately 4000 people.

Fruita Pipe Line

1. The upper 83,600 feet of the Fruita Pipe Line is operated and maintained by the Town and the lower 31,800 feet is operated by the National Park Service. It is recommended that the Park Service

be requested to review the present capacity of the National Park section of the Fruita Line. The Park Service should also be advised that the Town is taking the necessary steps for the delivery of 2.50 second feet of water through the upper section of the Fruita Pipe Line and that it is the desire of the Town that the Monument section of the Line be made adequate for the conveyance of a similar amount of water.

2. It is recommended that the Town take immediate steps toward increasing the water conveyance capacity of the Town section of the Fruita Pipe Line by a change over from standpipe air releases to air valve releases. Operating head requirement of the Fruita Pipe Line, as given on the redrafted pipe line profile, should be carefully studied prior to any further pipe line replacements.

3. The Town may expect that the useful life of at least the higher head sections of the Fruita Pipe Line will be somewhat shorter than the original pipe.

Water Rights

1. The results of an analysis of the Town water rights has been transmitted to the Town Attorney. It is recommended that the Town at all times give careful attention to the full adjudication of its water rights.

2. In order to support water right adjudication and to determine the water supply available for possible future expansion, I recommend the following water flow measurements:

1. A metering of the discharge of the Fruita Pipe Line at the inlet to the Settling Reservoir No. 1.

2. A metering of the supply line from the Settling Reservoir No. 2 to the Town.

3. A gaging of the runoff of Northeast Creek below the junction of the Creek draining from the Fruita Reservoir No. 1 and Fruita Reservoir No. 2.

Water Rate Adjustment

1. The annual revenue collected by the Town from the sale of water is insufficient to adequately pay water department cost. It is recommended that the Town make a complete reappraisal of its water rate structure and take approriate action to establish revised rates. In the reappraisal of the water rates I would recommend that Town Officials give consideration to the following:

1. The metering of all out-of-town users.

2. The metering of all business, commercial and industrial water users.

3. The metering of all new users connected to the Town system.

4. Adopting a long range program for the ultimate metering of all water users of the system. It is well realized that the metering of water creates no new water. Metering is the only known method of providing for a just and equable division of the cost of supplying water service.

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UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
COLORADO NATIONAL MONUMENT
Fruita, Colorado

In reply refer to:
L54-L

January 19, 1954

Memorandum

To: Regional Director

From: Superintendent, Colorado and Black Canyon

Subject: Headquarters Water Supply Docket No. 1, Colorado National Monument

Reference is made to Mr. Patraw's memorandum of November 5th to the Director, copy to this office, in which he requests additional information on the location of the 6" water line still incorporated in the Fruita Water System between the intake on Pinyon Mesa and the boundary of the monument.

In checking with Mr. Ray Hayes, Fruita Water Superintendent on our plan of their water system, Survey of 1909, he stated that this remaining 6" line is located on Oak Hill, approximate location between Stations 820 and 940 on said plan. This line is on a very steep gradient and the primary reason for the change at this time is defective pipe. In making the repairs they will change to 8" line.

Mr. Hayes gave me the following approximate distances and pipe sizes for the line from the source, at Station 1116, to the monument boundary:

Station 1116 to Station 1052 -----	10" line
Station 1052 to 940----------	8" line
Station 940 to 820----------	6" line
Station 820 to 605----------	8" line
Station 605 to 555----------	10" line
Station 555 to boundary----------	8" line

(SIGNED)
Russell L. Mahan
Superintendent

In duplicate

L54-L

July 19, 1955

Memorandum

To: Regional Director, Region Two

From: Chief, Water Resources Section

Subject: Water Systems and Water Rights, Colorado National Monument

The memorandum of July 13 from Mr. Benson, and attachment of July 5 from Mr. Mahan, are doubtless confusing until you have an opportunity to study the files. The following points are all that need consideration at this time:

Grand Junction Entrance (No Thorofare) Water System - See Docket 2

1. As stated in my memorandum of July 15, we should determine whether the Federal claim for the well can still be submitted for adjudication in Civil Case 8303, or will have to be introduced in a later case.

2. It is satisfactory to consider the alternative of obtaining water from a private development but claims to the well should not be abandoned until the alternative source is assured. We should obtain the name of the private developers, assurance that they can supply adequate water at a reasonable price, and the probable date when such service can be provided, before there is any danger that the Federal claims in Case 8303, or another adjudication, will go to trial.

Fruita Water System - See Docket 1

1. The United States is entitled to 10% of the flow in the Fruita pipeline, for use at the Monument Headquarters, as a condition in the permit, or agreement I-lp-3960 of June 1, 1935, in Part II of the docket, under which the Park Service granted the use of pipeline right-of-way across the Monument, and constructed part of the pipeline thereon. From what data is in Part III of the docket, I estimated present pipe capacity at 1.078 s.f. and Federal interest of 0.1078 s.f., which is nearly double the amount now reported by Mr. Jex. A check should be made.

Office of
Chief, Western Office
Div. of Design and Const.
JUL 25 1955 A.M
Supv. Architect
Supv. Engineer
Supv. Landscape Arch.
Safety Engineer

2. A new permit will be needed if the pipeline is to be reconstructed by the Town instead of this Service, and the United States should retain its interest in 10% of old pipe capacity in consideration for the right-of-way and past Town use of the Federal portion of old pipeline subject to:

3. The question which now arises as to whether the 10% of any town water system or just the capacity of old pipeline shall govern.

My major concern with the Fruita Pipeline permit is that it is either ambiguous or inadequate for future changes in conditions. We shall not relinquish any claims we now have to water, if possible. However, it is possible that mere right-of-way might not compensate for the amount of water used hereafter at the Monument, and we should consider the alternatives of Federal reconstruction of its portion of the pipeline, or an annual payment in lieu of reconstruction.

The structural properties of the existing pipeline are not a water right problem, but the profile in Part I of Docket 1 may be helpful in checking the need for 150 lb. pipe, if you can determine the location of the lowest point of pressure reduction.

SIGNED

A. van V. Dunn
Chief, Water Resources Section

Copy to: Superintendent, Colorado National Monument
Western Office of Design and Construction

C
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UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
COLORADO NATIONAL MONUMENT
Fruita, Colorado

In reply refer to:
L54-L

January 19, 1954

Memorandum

To: Regional Director

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Subject: Headquarters Water Supply Docket No. 1, Colorado National Monument

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Station 820 to 605---------- 8" line
Station 605 to 555---------- 10" line
Station 555 to boundary---------- 8" line

(SIGNED)
Russell L. Mahan
Superintendent

In duplicate

08-03-1949: memorandum, reference is made to mr. dunn's memorandum of august 3rd; august 26, 1949

COPY

UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
COLORADO NATIONAL MONUMENT
Fruita, Colorado

Refer to:
D5039 COLO

August 26, 1949

Memorandum

To: Coordinating Superintendent, Mesa Verde National Park

From: Superintendent, Colorado National Monument

Subject: City of Fruita, Colorado water system

Reference is made to Mr. Dunn's memorandum of August 3rd and Mr. Diehl's memorandum of August 9th regarding status of improvements to City of Fruita water system.

They recently floated a $75,000 bond issue for water system improvement and contemplate the following work:

1. Raise dam and increase size of Reservoir No. 1, on Pinion Mesa, to 142.7 acre feet. This increases capacity three times.

2. Replace 9 miles of line on upper works. Using 8" and 10" steel pipe to replace 4" and 6" wood pipe.

3. Construct settling basin No. 2, outside of monument, and lay approximately 1700' of 4" pipe through monument from settling basin No. 1 to No. 2.

I was assured by Mayor Gilbert Miller that the city had no intention of changing the site of water lines now crossing the monument lands. He did state, however, that they would eventually replace all old line with 8" and 10" steel pipe and that when this was accomplished, the present 4", 6" and 8" lines in the monument would be inadequate. This will probably be a long time in the future but it is a project that should be given consideration so that these lines will not prove a bottle-neck. Mr. Miller stated that under present conditions the lines were adequate.

I looked over the country outside of the monument, west of headquarters area, for a possible site for relocation of these lines by the City of Fruita, as requested. They could no doubt relocate in this vicinity on as good a line as their present system but it would be a much longer route and I do not believe they will ever consider a change. Bear in mind that changes in city administration may change the picture entirely.

I will keep in touch with this matter and advise you of any further developments.

/s/ Russell L. Mahan

Russell L. Mahan
Superintendent

in duplicate.

April 15, 1948.

Fruita Pipe Line

Definition of NPS Interest

Accompanying drawing NM-COLO-6950 is largely compiled from map and claim of Town of Fruita at bottom of this assembly of Deed 8.

(1) The Town claim indicates a flow of 0.9 s.f. from 23 springs and impounded flood flow of 0.229 s.f. from Reservoirs 1 and 2

Total 1.129 s.f.

(2) Claims to more water can, and may have been initiated.

(3) It also indicates pipe capacity of 1.078 s.f. in 8" pipe with minimum slope of 5.00 feet per 1,000 feet. To have this capacity the value of C must be at least 123, which seems high for the type of pipe.

(4) Insufficient topography or profile is available to check the minimum or controlling grade. The pipe line has a potential fall of 28.3 feet per 1,000 feet if intervening divides are below hydraulic gradient. It has a fall of 34.3 feet per 1,000 feet in the Monument.

(5) The NPS owns approximately 24,564 feet of the pipe line, located in the Monument, and is entitled to 10% of the flow in the pipe under Secretarial agreement of June 1, 1935, at no further cost.

The conclusion is that the United States is entitled to at least 0.1078 s.f. (69,500 gallons per day) during the life of the agreement; and the agreement is good so long as the United States grants right-of-way across the Monument, and maintains the pipe thereon.

(SGD.) A. VAN V. DUNN

Chief, Water Resources Branch.

W/R Docket

C O P Y

C O P Y

DEVELOPMENT OUTLINE
Colorado National Monument
Colorado

UTILITIES OUTLINE

I. WATER SYSTEM.

Existing.

Fruita Pipe Line.

The town of Fruita, Colorado, three miles north of the monument, obtains its city water from a series of springs and ponds on what is known as Pinon Mesa, 12 to 14 miles south of the monument area. The supply line traverses the western side of the monument and affords a water supply for near-by monument activities. The old line, of wood-stave construction, had deteriorated to a badly leaking condition. A PWA fund of $35,000 was set up under which the Park Service was to lay a new cast iron line through the monument, and in return the monument was allowed to use up to 10 per cent of the water which passed through the line for monument activities. This provides 40,000 or 50,000 gallons daily of which only a small portion is used at present. Depending on gradient the pipe varies in size from 4" to 8". The laying of the pipe within the monument was completed in December 1936.

Storage and Distribution.

During 1940 and 1941 a two-celled 100,000 gallon buried concrete reservoir above the utility area was installed by CCC, which takes its supply from the adjacent Fruita line. A four-inch line was laid from this reservoir to the utility area and to the Saddle Horn area. This line was extended by a two-inch galvanized steel line to serve the campground.

Proposed.

Saddle Horn, Utility and Residence Areas.

For fire protection it is proposed to extend the 4-inch line serving the Saddle Horn area to the museum and to install fire plugs. A new 4-inch line will be built from the reservoir to the new residence area to afford domestic supply and fire protection. Connection to existing lines will serve the utility area.

Rec'd from WASO 3/8/65 WAR

09-03-1941: memorandum, there is an enclosed copy of a memorandum of september 3 from hydraulic engineer dunn to the supe

Deed 8

UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
WASHINGTON

ADDRESS ONLY
THE DIRECTOR, NATIONAL PARK SERVICE

SEP 17 1941
FILE

September 11, 1941.

MEMORANDUM for Mr. Wirth:

There is enclosed a copy of a memorandum of September 3 from Hydraulic Engineer Dunn to the Superintendent of Mesa Verde National Park relating to the water supply for Colorado National Monument.

One of Mr. Dunn's principal points is that the supply of water for the CCC camp is being purchased from the Town of Fruita, whereas the water is taken from a pipeline which supplies both the town and the national monument. There also is enclosed a copy of contract between the United States and the Town of Fruita (No. I-lp-3960, executed June 1, 1935), which provides that the United States is entitled to 10 per cent of the flow from the pipeline. Mr. Dunn is of the opinion that the CCC camp can probably be supplied out of the 10 per cent to which the Government is entitled. He suggests that controversy regarding the percentages of water consumed can be avoided by metering the amount delivered to both parties.

The matter is brought to your attention for any further action which you may consider advisable.

(SGD) G. A. Moskey

Chief Counsel.

Enclosure 2161339

cc- Region III (with copy of contract)
Supt., Mesa Verde (with copy of contract)
Asso. Atty. Johnson (with copy of contract)
Mr. Monteith
Mr. Oliver G. Taylor

Mr. Dunn

UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
REGION FOUR
SAN FRANCISCO, CALIFORNIA

September 3, 1941.

MEMORANDUM for Superintendent McLaughlin,
Mesa Verde National Park:

Reference is made to our trip to Colorado National Monument on April 17 and 18, 1941, and our discussion of the monument use of water from the pipe line of the Town of Fruita, Colorado.

While at Denver the next week I looked up the town's claims in the State Engineer's office. Including those of its predecessors, they seem to be as follows:

Filing 141 - John W. Stevens Ditch and Reservoir, on Stevens Creek, with priority of April 10, 1892, by John W. Stevens. The ditch, with diversion N 62° W 427 ft. from SW corner SE¼ SE¼, is in Sec. 13, T. 12 S., R. 103 W., 6th PM, and is said to have a capacity of 6.65 sec. ft. The reservoir, with capacity of 1,568,000 cu. ft., is in SE¼ SE¼ of Sec. 12, T. 12 S., R. 102 W. Both the County Recorder and I feel the ditch or reservoir is recorded in the wrong township.

Filing 186 - Wharton Creek Ditch, on Wharton Creek, with priority of May 1, 1892, by C. E. Shropshire, for diversion of 3 sec. ft. in Section 31, T. 14 S., R. 101 W., 6th PM.

Filing 5430 - By Town of Fruita. This being main map of system, I obtained negatives and herewith enclose prints.

Filing 15486 - Fruita No. 3 Reservoir on East Fork Haypress Creek in Sec. 10, T. 14 S., R. 101 W., 6th PM with capacity of 1,826,545 cu. ft. and priority Aug. 7, 1931, by Town of Fruita.

Filing 15998 - Fruita Reservoir No. 2 on East Creek in Sec. 2, T. 14 S., R. 102 W., 6th PM, with capacity of 1,128,337 cu. ft. and filed August 21, 1935, with priority of June 30, 1935, by said town.

Filing 16559 - Fruita Reservoir No. 4 on Northeast Creek in Sec. 2, T. 14 S., R. 102 W., 6th PM, with capacity of 2,375,282 cu. ft., filed May 2, 1939, with priority of March 1, 1939, by said town.

As I told you at the monument, I was quite surprised to find that although we had an agreement granting the Park Service 10% of the water diverted by the Fruita Pipe Line, the CCC was paying that town extra for the water it used at its two monument camps. On further review of our files, I find still more food for thought, but any conclusions involve more administrative problems than I anticipated.

The agreement between the Town of Fruita and Assistant Secretary of the Interior, dated June 1, 1935, gave the Park Service the right to use 10% of the water flowing in its pipe, as measured at the south monument boundary, without cost. Filing No. 5430 claims that the pipe is 8 inch with grade of 5 feet per 1000 feet and capacity of a little more than one second foot. A rough check with Hazen and Williams' tables suggests that the more probable capacity is about 0.851 sec. ft. The same filing records a source of supply totalling 0.6 sec. ft. and storage capacity which, if released uniformly during the year, would offer another 0.229 sec. ft., giving a total of 0.829 sec. ft. The old Stevens system and other developments covered by the other filings would increase this amount, and the town claims total rights to 51 Colorado miners inches or 1.37 sec. ft. At the moment all flow rights in excess of 0.851 sec. ft., however, are merely reserves to make up deficits during dry periods.

At all events, with reservoirs full in the spring, the flow at point of National Park Service use should be 0.851 sec. ft. throughout the year, and the Park Service is entitled to 10% or 0.0851 sec. ft. which converts to 54,400 gallons per day. I further agree with Superintendent Franke's memorandum to the Regional Director, Region III, of March 23, 1940, that the total monument water demand, including CCC camps, was only about an average of 34,500 gpd in 1939 and 1940. The average daily demand in 1938 was about 41,000 gpd, and the demand of a few peak days of that year may have been potentially 60,000 gpd if they had had their proposed ultimate facilities.

The agreement grants the free right to all water the monument seems to have used from the system to date, but makes that right conditional on having the total pipe capacity measured before the National Park Service quota is taken. I am not sure just what metering facilities are on the line, but the Park Service cannot be too exacting in its claims unless the total flow at the south boundary and the flow in all National Park Service laterals are metered. The main Park Service connection did not have a meter in April. The installation of such meters seems to be essential to complete the implied terms of the agreement as well as to prevent controversy over the National Park Service quantity.

The main line meter is supposed to be where that line crosses the south monument boundary. The place of National Park Service use is not designated, but it does specify that the use must be beneficial to the United States. Use by CCC camps certainly is beneficial to the United States. The one point which might need legal clarification is whether the agreement implies a limitation of such beneficial use to the monument area, and whether "party of the first part" is in fact the United States or the Assistant Secretary of the Interior. The CCC camps are, of course, under the Secretary of War. Both CCC camps are just off of the monument area. I think it does imply that all laterals to serve the United States should take off of the main below the meter, and therefore either on the monument or between the monument and town of Fruita. This condition can be satisfied at both camps, and I think already is so satisfied.

On this basis, I think the town is wrong in charging the CCC for water while the quantity of that use is still within the limit set by the agreement. As long as the town main runs full, there should be no charge, but our files indicate that the pipe does not always run full. Hence there may have been times when the combined National Park Service and CCC water use did exceed 10% of the flow and the excess use could be logically subject to a service charge. The only way to determine the exact amount to charge is by metering the total flow and all National Park Service and CCC consumption.

Reference is further made to Park Ranger Luther's memorandum of March 25, 1940, to the CCC officials and to the previously mentioned memorandum from Superintendent Franke to the Regional Director. These indicate past discussion between the Park Service and town over the proportionate distribution of water, and imply that

the town has at least suggested that the Park Service might release part of its quota by stringent economy to help out with the town shortage. They do not indicate the tone of the conversation. Mr. Franke further advises that the town supply is at least partially limited by failure of the town to provide, or maintain, adequate diversion capacity or proper conduit condition to carry the water from the source to the beginning of 8-inch pipe. This is a case similar to the Hondius-Beaver Pipe Line at Rocky Mountain.

This matter is also covered by the agreement which specifies that the town will maintain its pipe line in such condition as to assure the United States of an adequate and pure supply of water. The town use of the portion of the pipe line on the monument area is conditional on maintenance of such supply. The town is doubtless just as interested in providing full continuous pipe flow as the Park Service is in receiving its quota. The best interests of both are served simultaneously.

Apparently past shortages are the result of financial difficulties rather than intentional negligence. Neighborly cooperation in times of shortage are probably more important in this case than in those at most other parks, but since the agreement already provides for proportionate sharing of the water shortage there is no reason for cutting the National Park Service to less than its 10%. The Park Service has further fulfilled its part of the agreement to provide the conduit across the monument, but I am not sure how fully it has complied with metering requirements. The fact that the town has not had the funds to fulfill its contract does not seem ample justification for throwing more burden on the Park Service by charging for CCC water service even if such funds do provide part of the necessary additional funds for improvement of the system.

You will note throughout this discussion I have referred to the town claims. I did not check up on the status of the adjudication, but assume from the correspondence and previous discussion that the town is reasonably confident of its right to 51 miners inches. It might be well to find out from the town or district court whether the adjudication has been completed. It is evident, in any case, that nearly half of any right to such a quantity of water is in the form of a conditional decree if awarded to it.

(SGD.) A. VAN V. BUTH

Hydraulic Engineer.

Enclosure 2136765.

cc: Director)with map
Region III) in 4 sheets.

Mr. Koop

About 1938 Origin

FRUITA WATER RIGHTS

Fruita Water Rights have been adjudicated in part (10 inches, Colorado State inches, By district Court July 2 1910) Balance will be done soon as possible.

The Original filing of Fruita Water was made May 22 1894 by John Stevens, C. E. Shropshire, Lucy A. Stevens, Taking all Water from Spruce Creek.

Deed from Lucy A. Stevens to John Snipes File #15 1901 Recites Land and all Water rights in Spruce Creek taking all Water from Spruce Creek.

The Town of Fruita entered into contract with John Snipes in 1906 for N ½ of SW¼ of Sec 11 T.14 S.R.102W 6th P.M. and all water rights to land initiated by Lucy A. Stevens who acquired rights many years previously. Sale to be completed when title is cleared.

Warrentee Deed Dated Jan.3,1908 and Filed April 18th,1908 from John Snipes to Town of Fruita for SW¼ of NE¼ and lots 1 and 2 of Sec. 2 and N½ of SE Sec.11 T.14 S.R. 102W.

Quit Claim Deed dated Aug.1911 and Filed Sept.2,1911 From John Snipes to the Town of Fruita land and all water rights for SW¼ NE¼ and lots 1 and 2 Sec 2 T.14S R. 102W also N½ SE¼ of Sec.11 T14 S R. 102W. To correct previous deed.

Right of Way Filed on Public Lands prior to any land patents, Fruita Pipe Line Filing No.695 in County Clerk & Recorders Office. Maps made Dec.30,1908 and accepted by State Engineer (T. W. Jaycox) Jan. 2, 1909.

10 Colorado State inches of water, acquired from Condemnation proceedings through district court, copy of which is on file in Office of District Court in Grand Junction, Colorado, Dated July 2,1910, 10 Colo State Inches out of Little Dolores River.

Fruita Colorado owns 51 Colorado State Inches of Water, and a 26 year undisputed use of Water and Right of Way.

All of the above mentioned Contracts, and Deeds are on record in the County Clerk and Recorders office in Grand Junction, Colorado, also detailed Maps of the entire Water system.

The Water is for Domestic and Lawn irrigation Purposes.

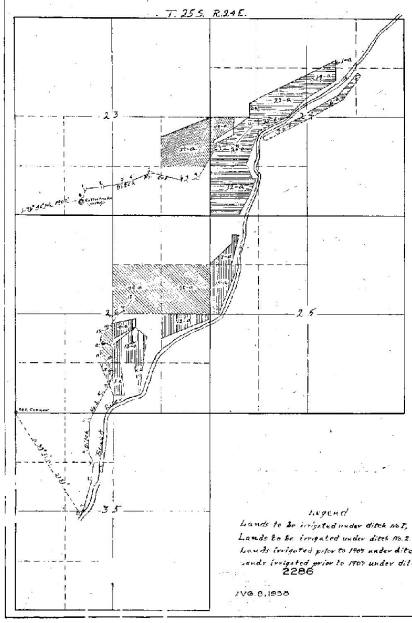
TOWN OF FRUITA

ATTEST:

BY_____
Mayor

_____
TOWN CLERK

09-03-1941: map of the mcwood ditches



MAP OF THE McWOOD DITCHES.

Wm. R. McWOOD APPLICANT

LOCATED IN EDDY COUNTY, NEW MEXICO.

True Courses Variation 13° 15' East.

Scale of Map 1" = 1000'.

N

Ditch No. 1 Alignment

Sta.	Bearing	Dist.
0	N 21° 11' E.	248.9'
1	N 69° 44' E.	400.0'
2	N 29° 15' E.	280.0'
3	N 13° 52' E.	526.0'
4	N 60° 24' E.	390.0'
5	S 70° 0' E.	980.0'
6	N 89° 54' E.	1 432.0'
7	N 79° 11' E.	2980'
8	N 35° 54' E.	1091.0'
9	N 89° 10' E.	450.0'
10	N 49° 11' E.	709.0'

Ditch No. 2 Alignment

Sta.	Bearing	Dist.
0	N 23° [illegible]	1320'
1	N 11° 10' E.	720.0'
2	N. 4° 30' E.	459.5'
3	N 24° 15' W.	376.5'
4	N 2° 15' E.	370.0'
5	N 27° 0' E.	516.0'
6	N 39° 0' E.	221.0'
7	N 16° 17' E.	2758'
8	N 18° 0' W.	765.0'
9	N 24° 45' W.	162.5'
10	N 69° 45' W.	226.0'
11	N 14° 30' W.	292.5'
12	N 6° 30' E.	377.0'
13	N 42° 0' E.	558.0'
14	N 75° 15' E.	247.5'
15	N 28° 30' E.	393.5'
16	N 39° 0' E.	247.5'
17		

0 1 2 3

Legend

Lands to be irrigated under ditch no. 2

Lands to be irrigated under ditch no. 1

Lands irrigated prior to 1909 under ditch No. 1

Lands irrigated prior to 1909 under ditch No. 2

2286

AUG. 6, 1938

STATEMENT.

The undersigned Wm. R. McWood of mineral water, post office address is 1208 North Dryden, Street, El Paso, Texas, has located, is at present constructing and intends to complete the McWood Ditches as hereinafter described and indicated hereon, hereby makes these claims therefor and relinquishes to and adopts this map and statement for acceptance and due filing in compliance with Art. four of the Laws of New Mexico.

Ditch No. 1. The headgate is located at a point on Artesian Well No. 2 from which the northeast corner of Section 23, Township 25 South, Range 24 East, N.M.P.M. bears N. 23° 45' E. 1320 feet distant, and from which the Southeast corner of Section 15, Township 25 South, Range 24 East, bears N. 73° 45' E. 1320 feet distant, being in the Southeast Quarter of the Southwest Quarter of Section 23, Township 25 South, Range 24 East, N.M.P.M.

Ditch No. 2. The headgate is located at a point on Pecos River from which the north corner of Section 35, Township 25 South, Range 24 East, bears N. 73° 0' W. 1320 feet distant, being in the Northwest Quarter of the Southwest Quarter of Section 24, Township 25 South, Range 24 East, N.M.P.M.

DIVERSION WORKS.

The depth of Ditch No. 1 is 4 feet. The width of said ditch is 4 feet on water line. The width of said ditch is 3 feet on bottom. The slope of said ditch one to one. Estimated cost of said ditch is $2.00 per rod.

The depth of Ditch No. 2 is 3 feet. The width of said ditch is 4 feet on water line. The width of said ditch is 3 feet on bottom. The slope of said ditch one to one. Estimated cost of said ditch is $2.00 per rod.

The maximum capacity of said ditch is 2.4 cubic feet per second of time.

The irrigable area consists of 80 acres located and listed by subdivisions as follows:

Ownership	Area	Subdiv.	Sec.	Twp.	Rge.
Wm. R. McWood	15	NE SE	24	25 S.	24 E.
" "	9	W SW SW	24	"	"
" "	56	E SW	24	"	"

The depth of Ditch No. 3 is 2 feet. The width of said ditch is 4 feet on water line. The width of said ditch is 3 feet on bottom. The slope of said ditch one to one. Estimated cost of said ditch is $2.00 per rod.

The maximum capacity of said ditch is 1.6 cubic feet per second of time.

The irrigable area consists of 80 acres located and listed by subdivisions as follows:

Ownership	Area	Subdiv.	Sec.	Twp.	Rge.
Wm. R. McWood	40	SW NE	24	25 S.	24 E.
" "	40	SW SE	"	"	"
" "	40	E NW SW	"	"	"

The estimated duty of water for this stream system is four acre feet to a center per acre delivered on the land for which claim is hereby made for irrigation purposes.

Work was commenced by owner on the 6th day of July 1938.

Ditches were constructed prior to 1909 but will require repairs costing about $1000

Total cost of ditches and water at above

CLAIMANTS CERTIFICATE.

State of New Mexico
County of Eddy ss.

I, Wm. R. McWood, being duly sworn upon my oath state that I have read and examined the foregoing map and statements and know the contents thereof and represent facts therein and state that the same are true to the best of my knowledge and belief.

Claimant

Subscribed and sworn to before me this 6th day of July 1938

My commission expires 7/12/1940

Notary Public

ENGINEER'S CERTIFICATE.

State of New Mexico
County of Eddy ss.

I, John McWood being first duly sworn upon my oath state that I am the engineer who made the map of the McWood Ditches. That such map was made from field notes taken by actual down flow measurements under my direction in the field and that the same are true and correct to the best of my knowledge and belief.

Engineer

Subscribed and sworn to before me this 8th day of July 1938

My commission expires 7/12/1940

Notary Public

STATE ENGINEER'S CERTIFICATE.

State of New Mexico
County of Santa Fe

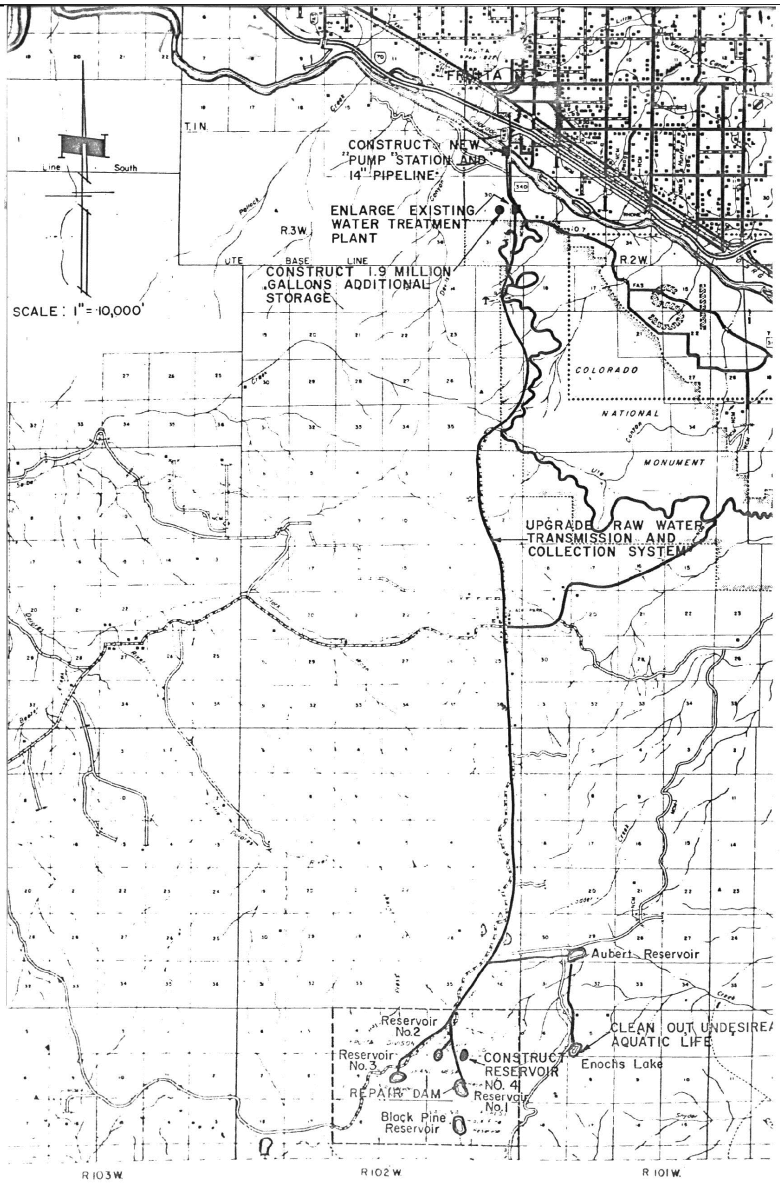
I hereby certify that the above map and statements have been examined by me and were duly accepted for filing on the 3rd day of October A.D. 1939

State Engineer.

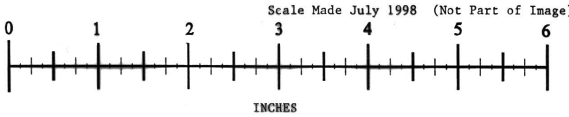
2286

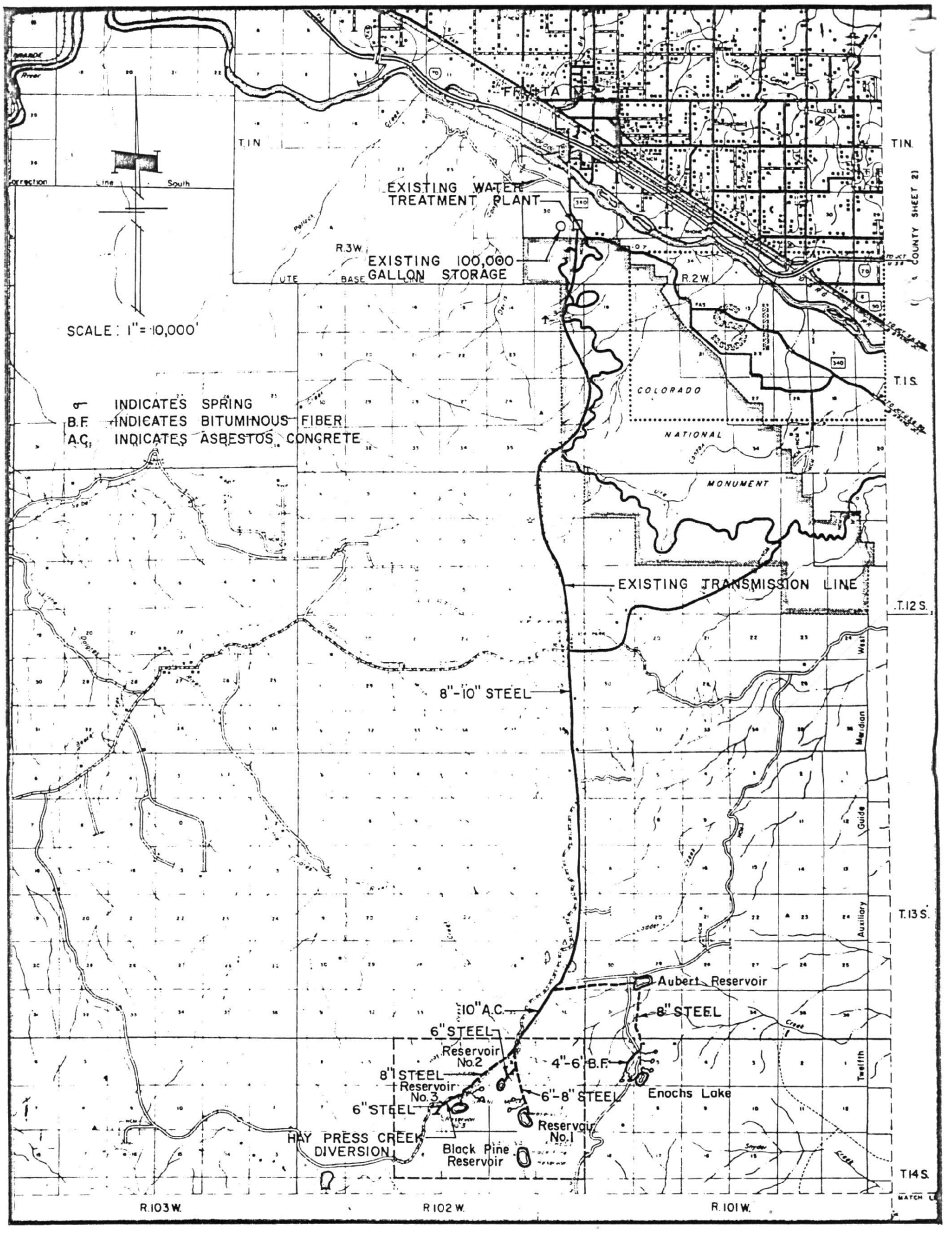
JUG 6, 1938

09-03-1941: map



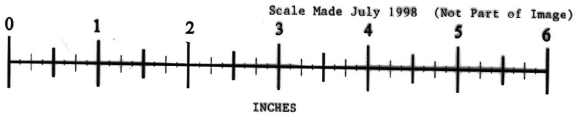
Scale Made July 1998 (Not Part of Image)





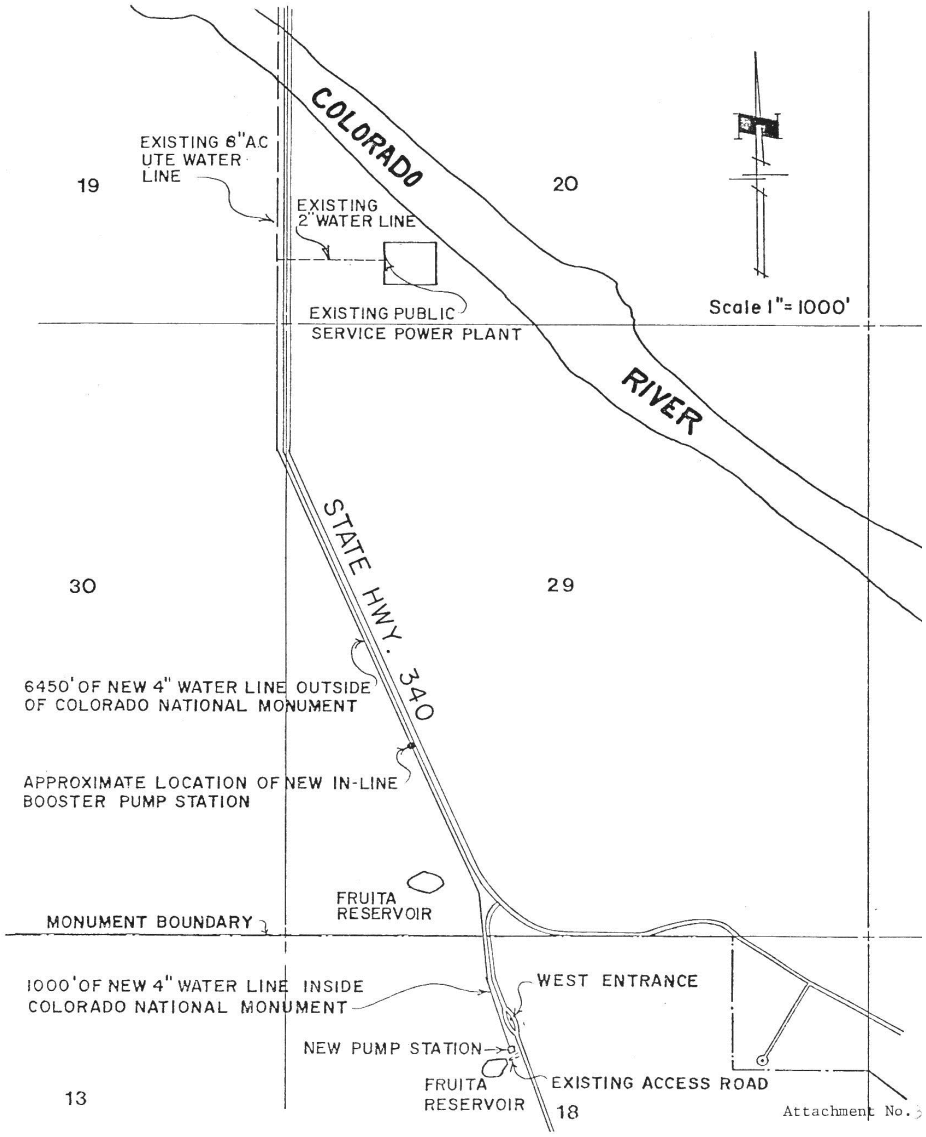
EXISTING FRUITA RAW WATER AND TREATMENT SYSTEM
FIGURE III-1

Attachment No. 1

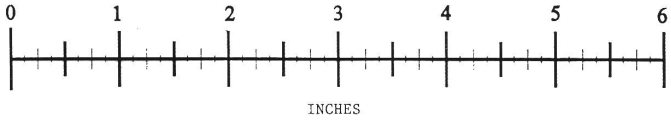


09-03-1941: map, proposed ute water conservancy district extension

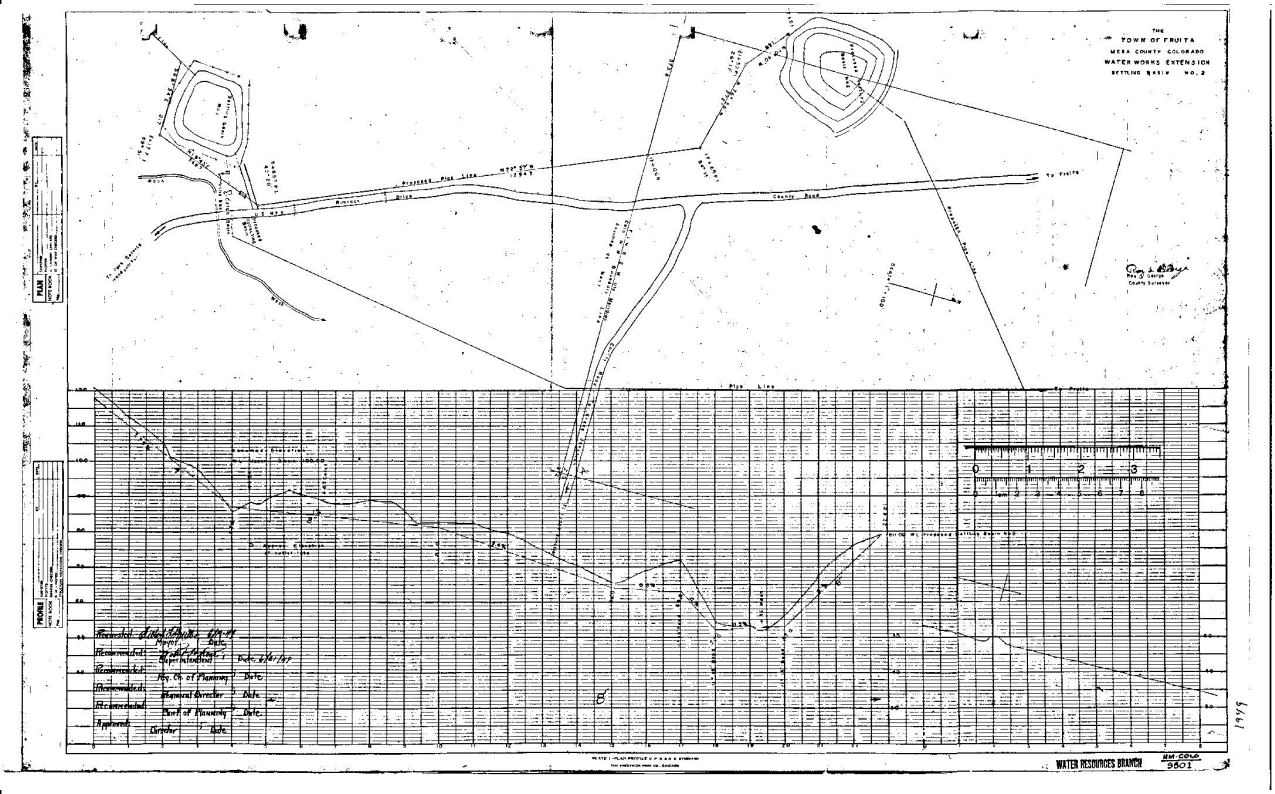
PROPOSED UTE WATER CONSERVANCY DISTRICT EXTENSION



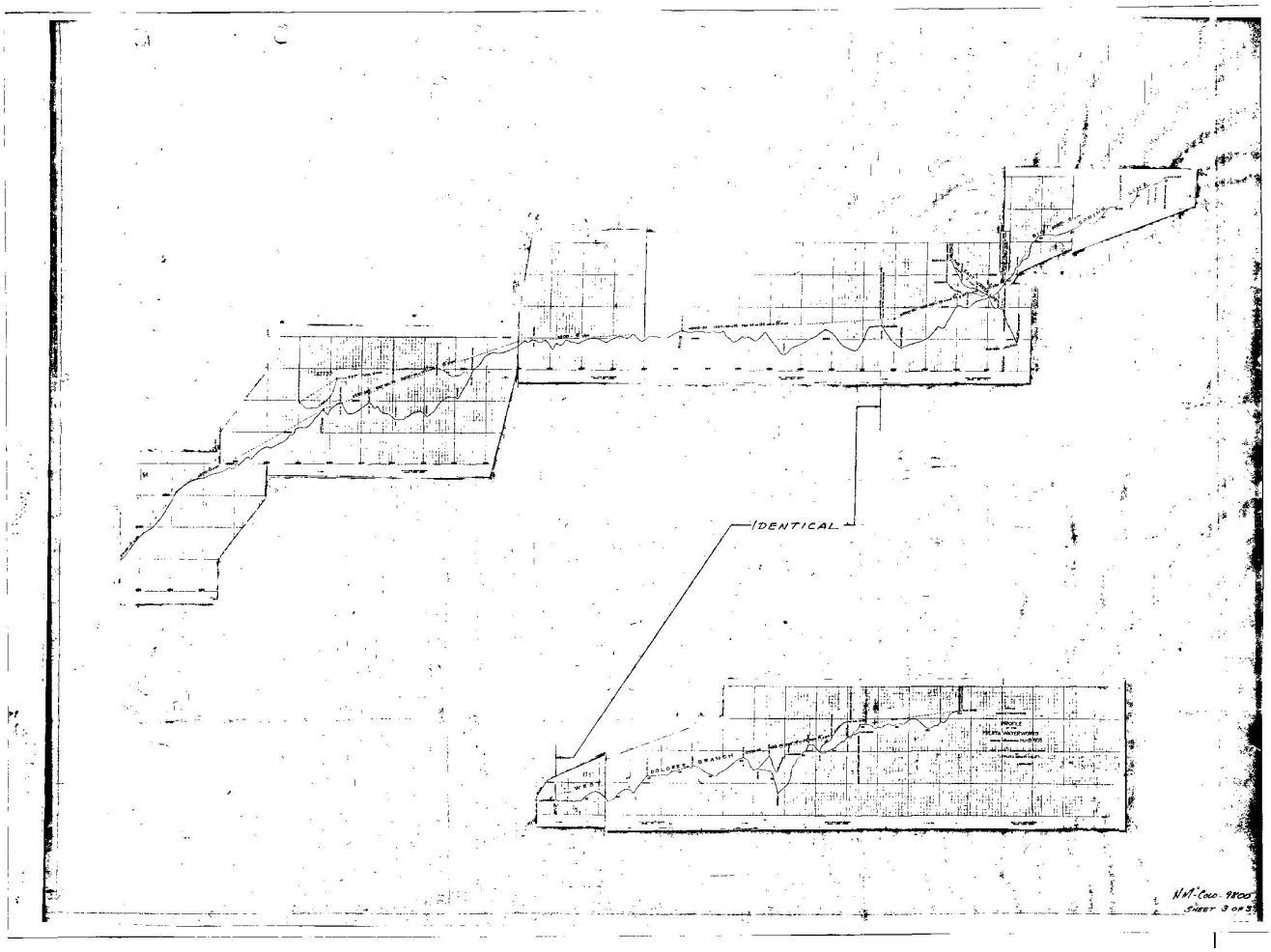
Scale Made July 1998 (Not Part of Image)



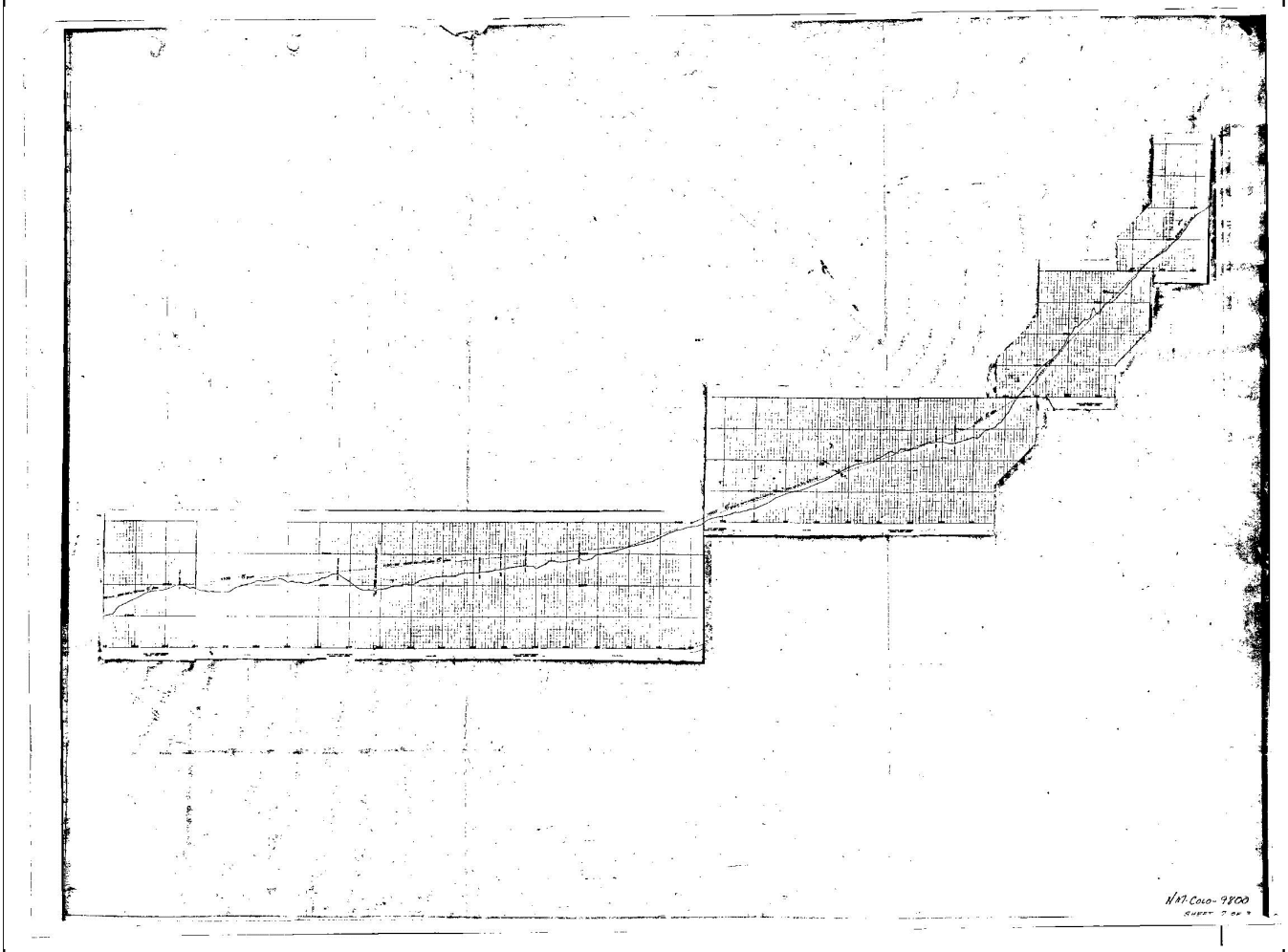
09-03-1941: map, colorado national monument vicinity map



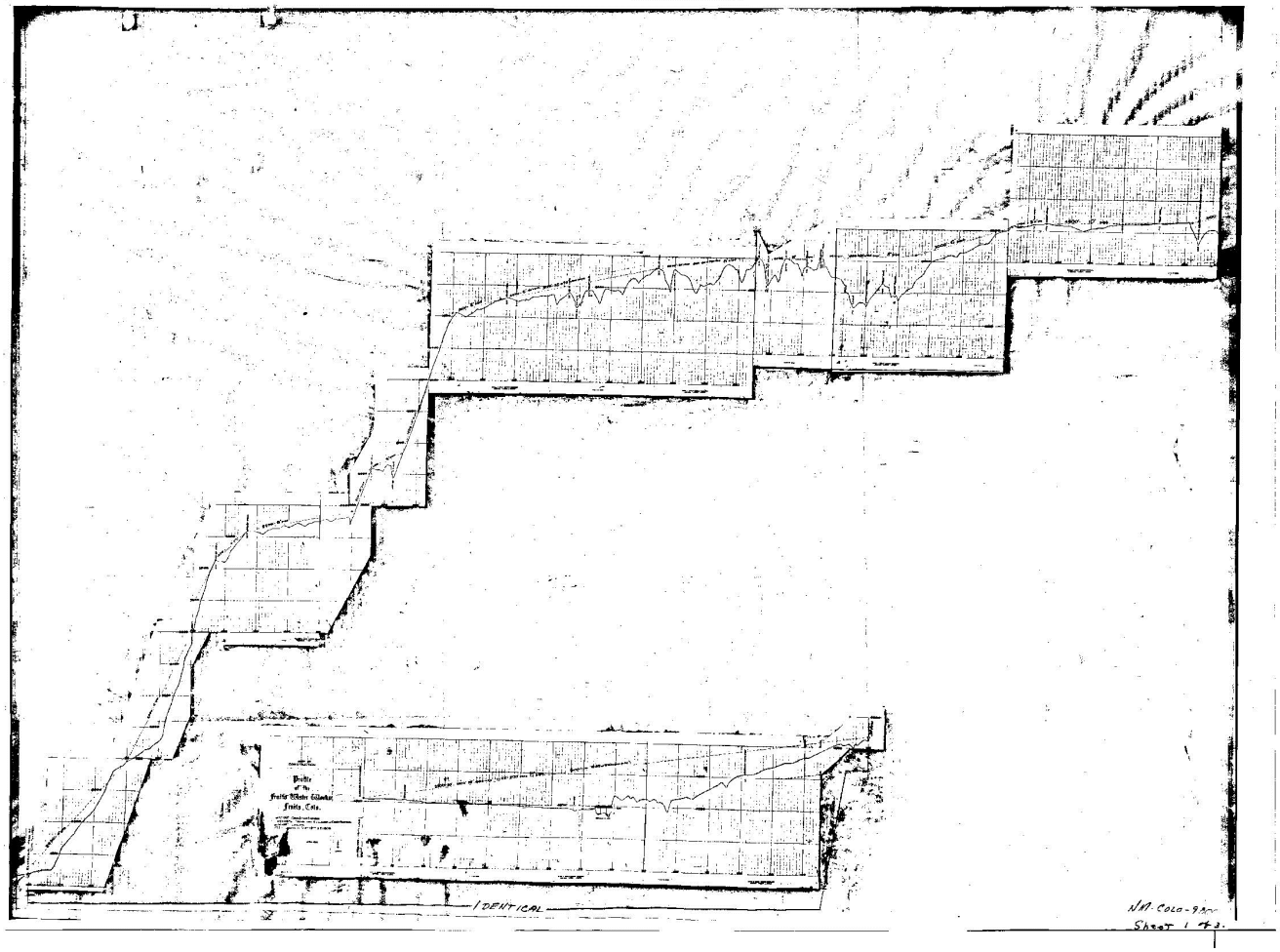
09-03-1941: map, profile of the fruita water works



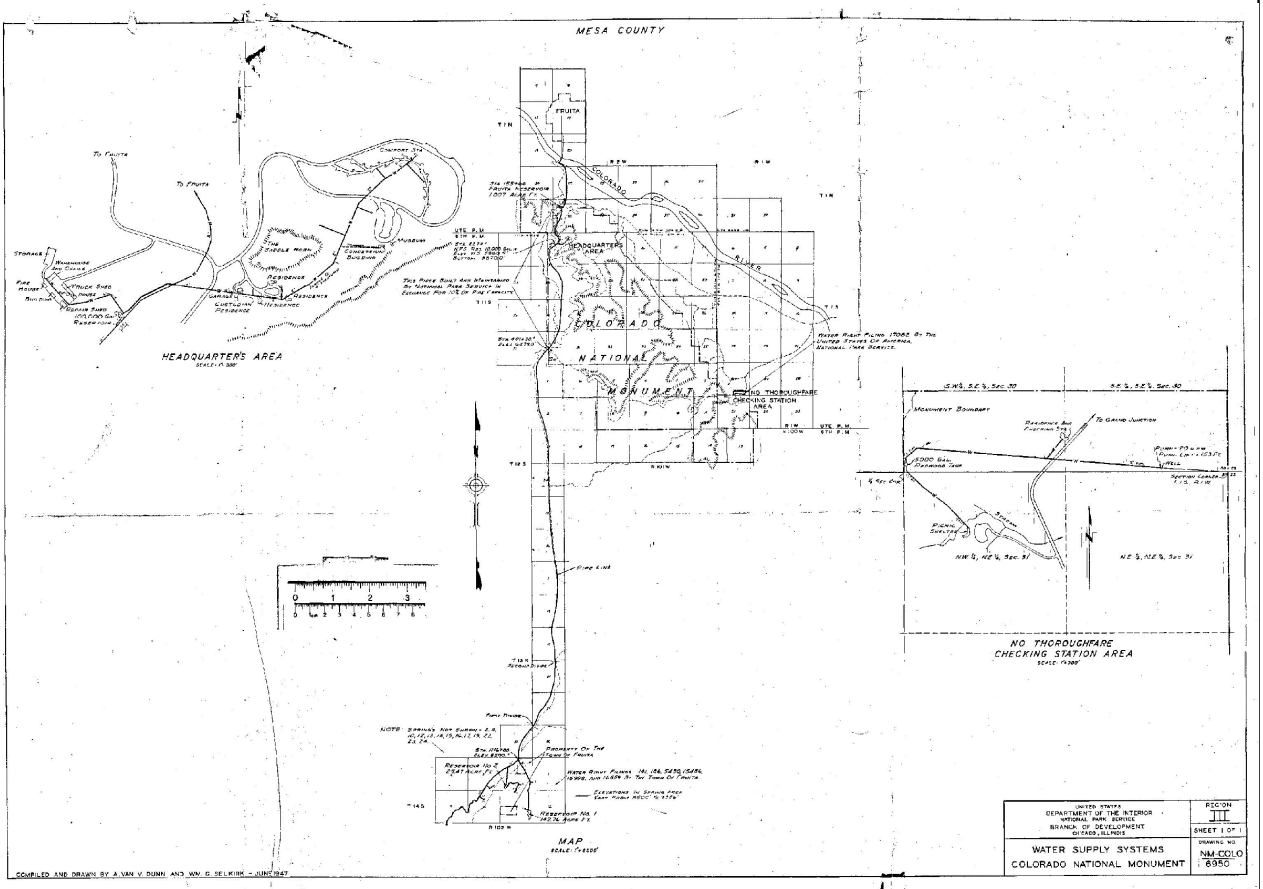
00-00-0000: map, diagram of pipeline



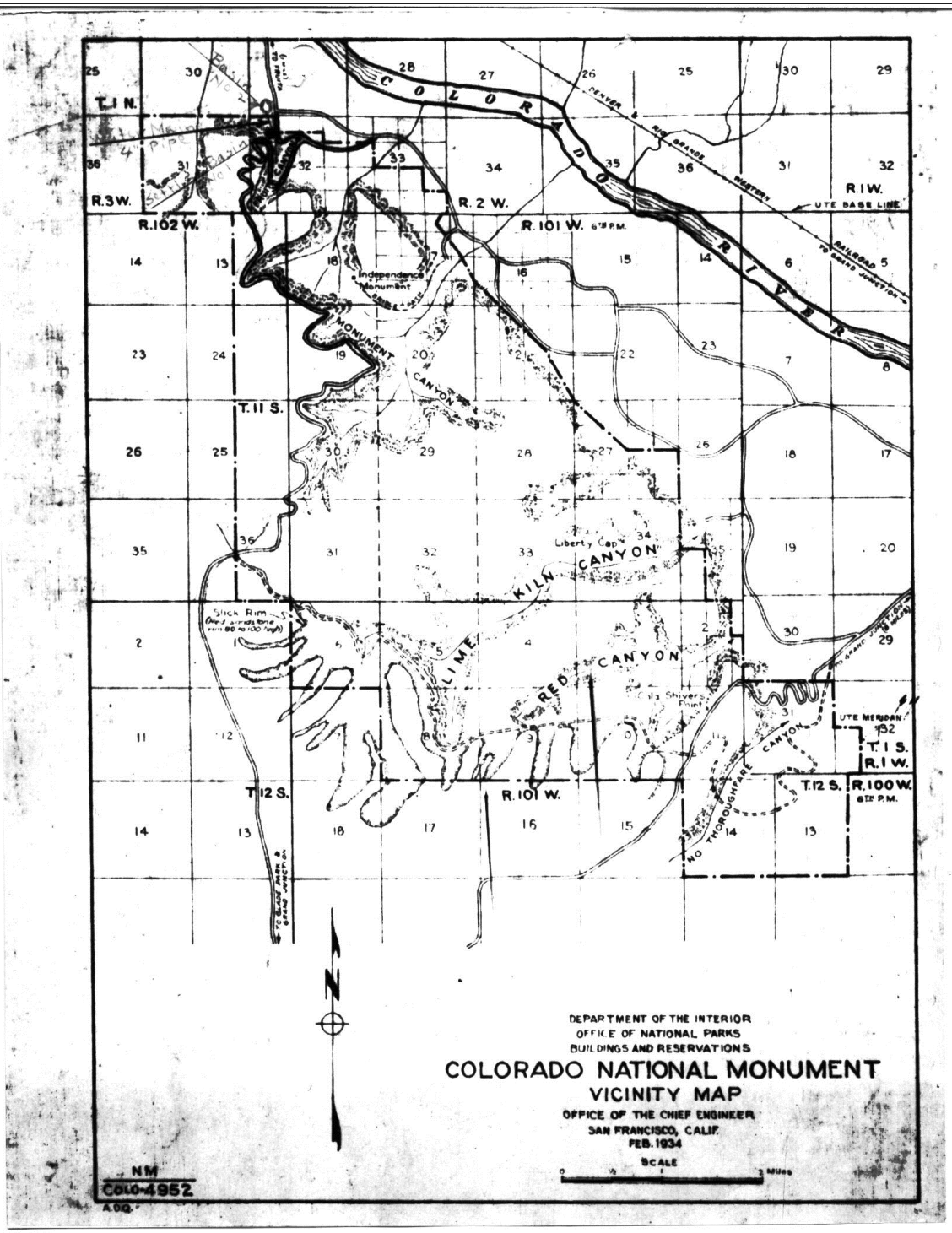
00-00-0000: profile of the fruita water works



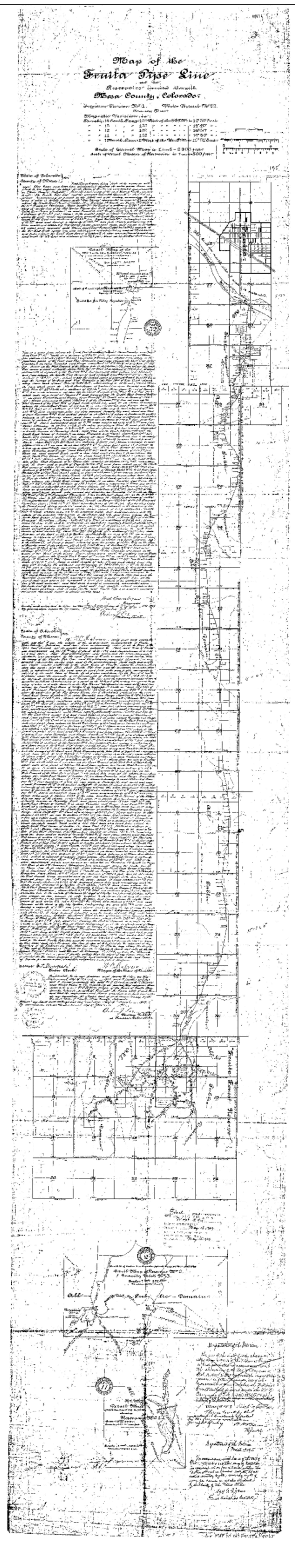
06-00-1947: map of water supply systems



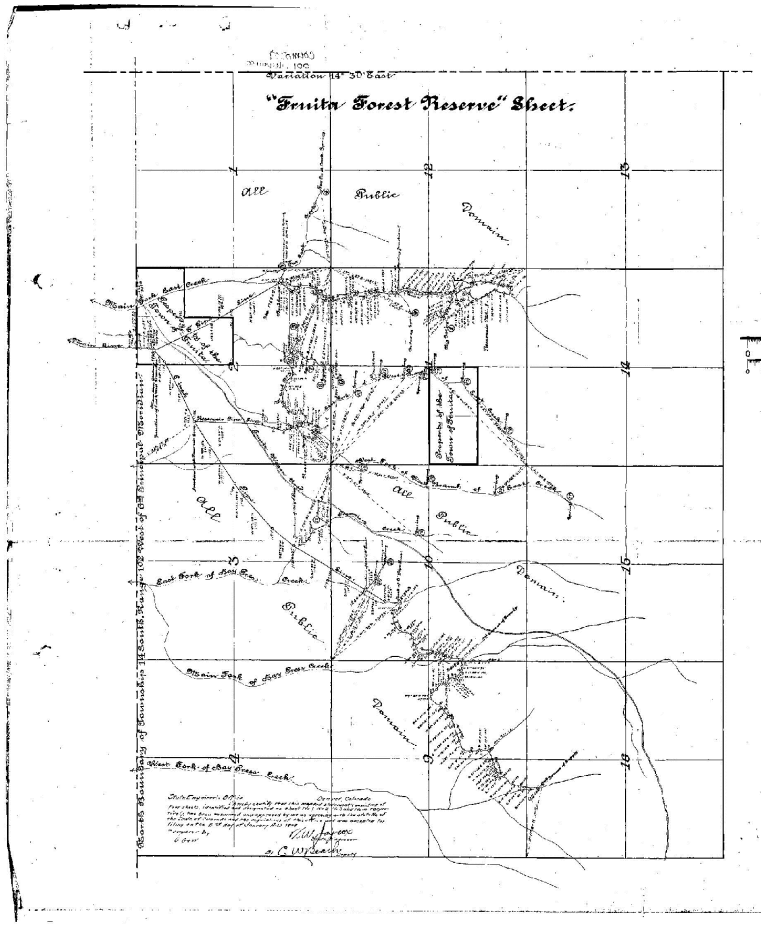
00-00-0000: colorado national monument - vicinity map



06-00-1947: map of the fruita pipe line and the reservoirs connected therewith mesa county



06-00-1947: map of the fruita pipe line



Map of the Fruita Pipe Line.

Mesa County, Colorado.

Irrigation Division 5 Water District 52

Courses True.

Magnetic Variation, in

Township 11 South, Range 102 West of 6th P.M. is 14°30' E.

" " 13 " " " 102 " " " " " 14°30' E.

" " 12 " " " 102 " " " " " 14°30' E.

" " 11 " " " 102 " " " " " 14°30' E.

" " 1 North, Range 2 West Ute P.M. is 15° 01' East.

Scale of General Map is 1 inch = 1000 feet.

Scale of Detail Maps of Reservoirs is 1 inch = 100 feet.

0 1 2 3

0 1 2 3 4 5 6 7 8

Sheet No 1.

of a Series of 4.

Know all men by these presents: That the undersigned, W. B. Coburn, Mayor of the Town of Fruita, Mesa County, Colorado, has caused to be located the "Fruita Pipe Line" as hereinafter mentioned, and made the several statements relative thereto and filed in compliance with the laws of the State of Colorado.

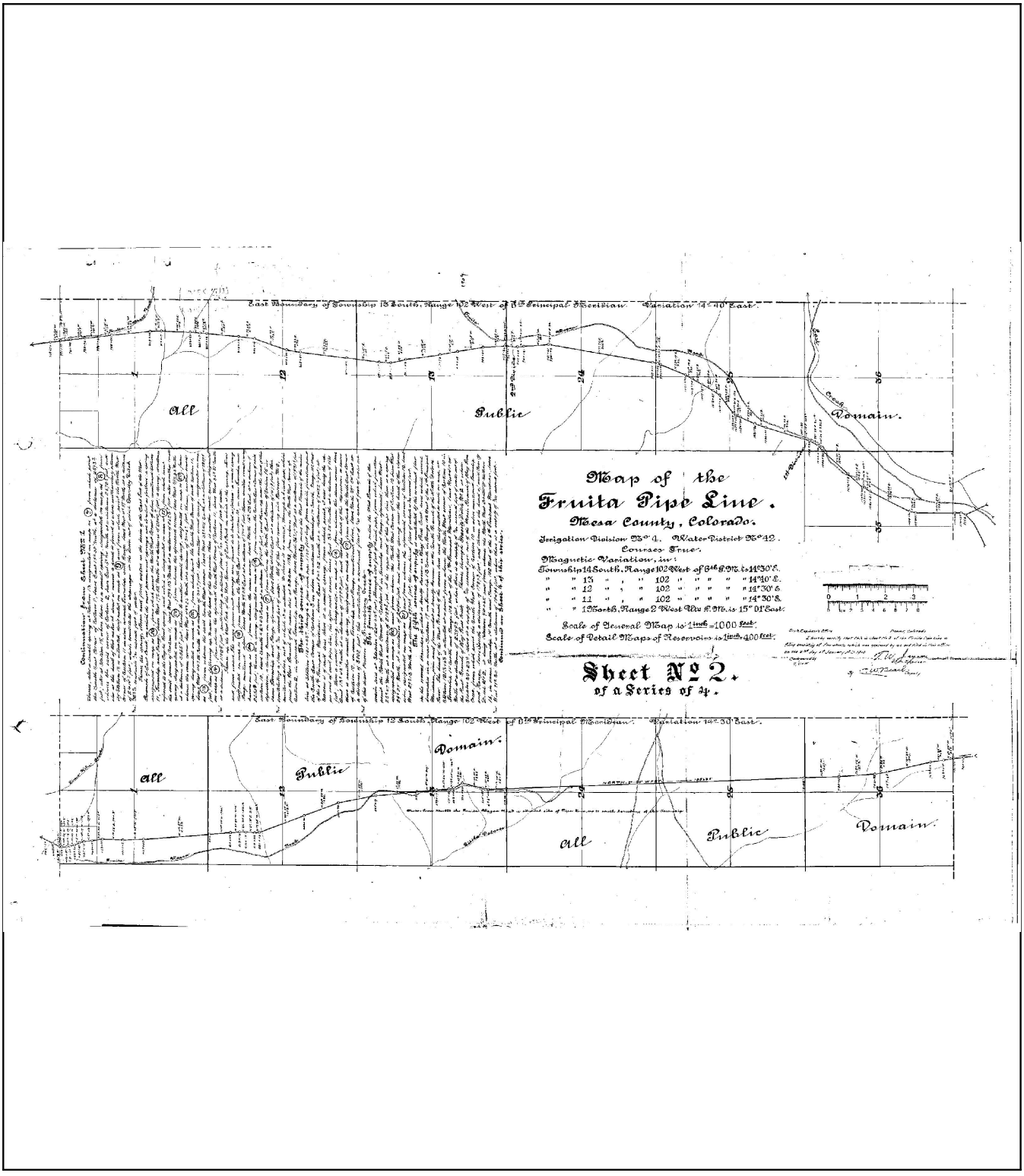
The accompanying map, which shows the location of said pipe line and of the Reservoirs (connected therewith) and also of the various springs and streams from which it gets its sources of supply, forms a part of this filing and is hereby made a part thereof.

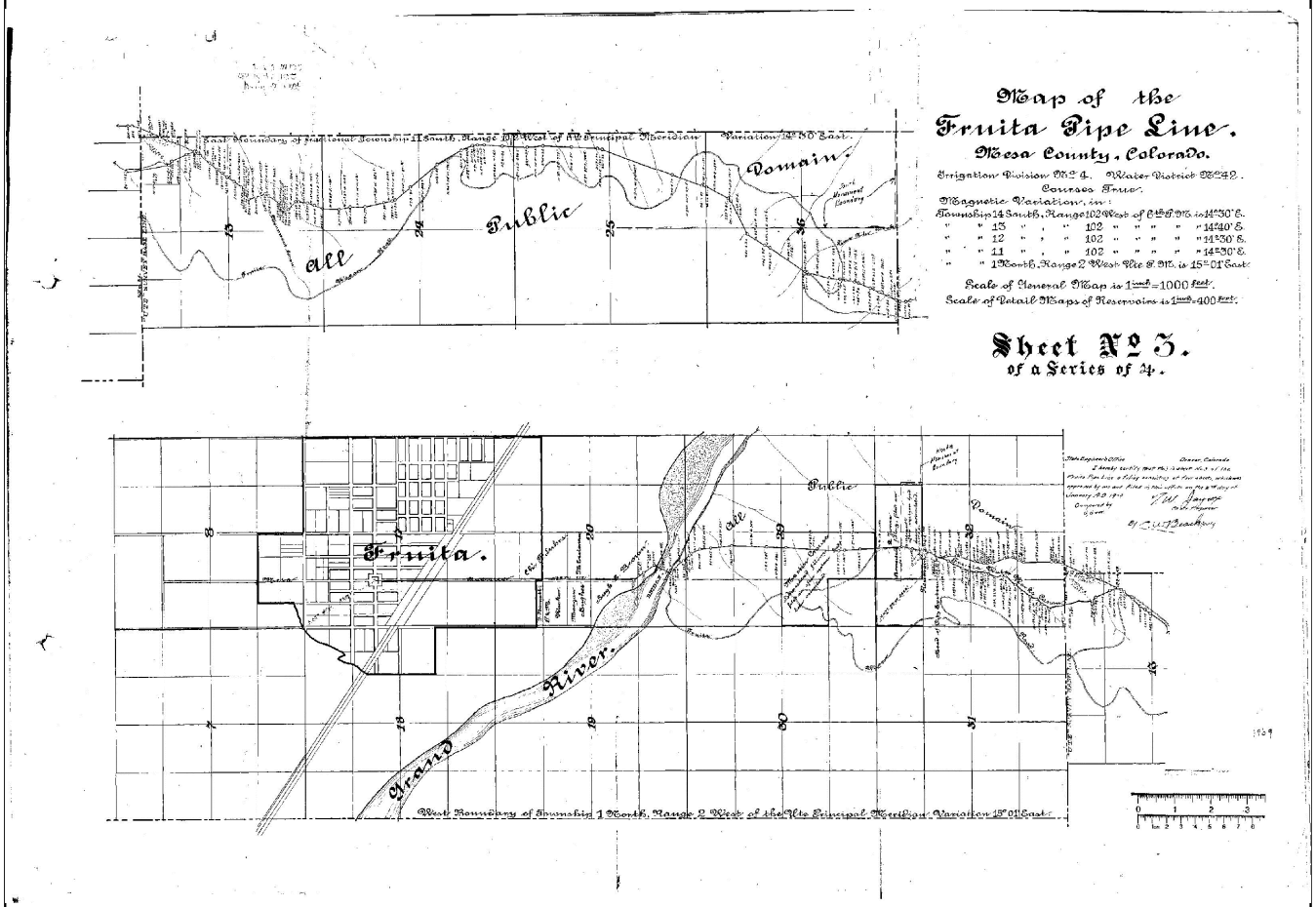
First: The first source of supply, is the water in the Main Fork of East Salt Wash, which is connected by the flow of the following sources: 1st, of a spring locally known as the Big Spring, shown as noted on the map as (1), flowing 60 second feet of water and from whence the South East Corner of Section 35 in Township 10 South, Range 102 West of the 6th Principal Meridian, bears South 31° 08' East at a distance of 2511.5 feet, which is found at Station 0 of the Big Spring Pipe Line from whence the above mentioned South East Corner of Section 11, bears South 15° 58' East at a distance of 2132 feet, by the flow of several small springs, rising to the south on the drainage basin flowing southward to second point which is reached first station of the Pipe Line and from which point on Reservoir No 1 locally known as Big Spring Reservoir, and for further description of which, look for sheet No 4 of this series. The S. E. corner of Section 35 is known & a survey Locally known as the Centenary Survey, and designated on the map as (2) flowing 80 second feet and from whence the North East corner of above mentioned Section 11, bears South 17° 47' East at a distance of 2401.5 feet, which point the flow in the Big Spring Pipe Line at Station 17 from whence the North East corner of Section 11, bears North 15° 58' East at a distance of 1078 feet, & S.E. the flow from a spring known locally as the Upper Six-Shooter Creek Spring, designated on map as (3) flowing 40 second feet of water, and from whence the South West Corner of Section 1, in above mentioned Township and Range, bears East 52° South at a distance of 2658.5 feet, which point the flow of what is locally known as the Lower Six-Shooter Creek Spring, designated on map as (4) flowing 60 second feet and from whence the South East Corner of the Sec 2, in same Township and Range, as mentioned above, bears South 80° East at a distance of 1584 feet which combined flow is collected in a 6" pipe and conveyed by a pipe line at the lower end of the Big Spring Pipeline Line on Station 42, which connects with main Pipe Line (East Branch) Station 1142 + 00, from which point, elaboration on map, as "Headgates", the South East Corner of Section 2 bears South 48° 20' East at a distance of 1532 feet, from which point the combined flow of the three springs on 8 inch pipe to Station 1200 + 00, which point connects with Main Pipe Station 11.8 from whence the North East corner of Section 2 in above mentioned Township, more Range, namely Township 10 South and Range 102 West of the 6th Principal Meridian, bears East 11° 05' North at a distance of 1251 feet.

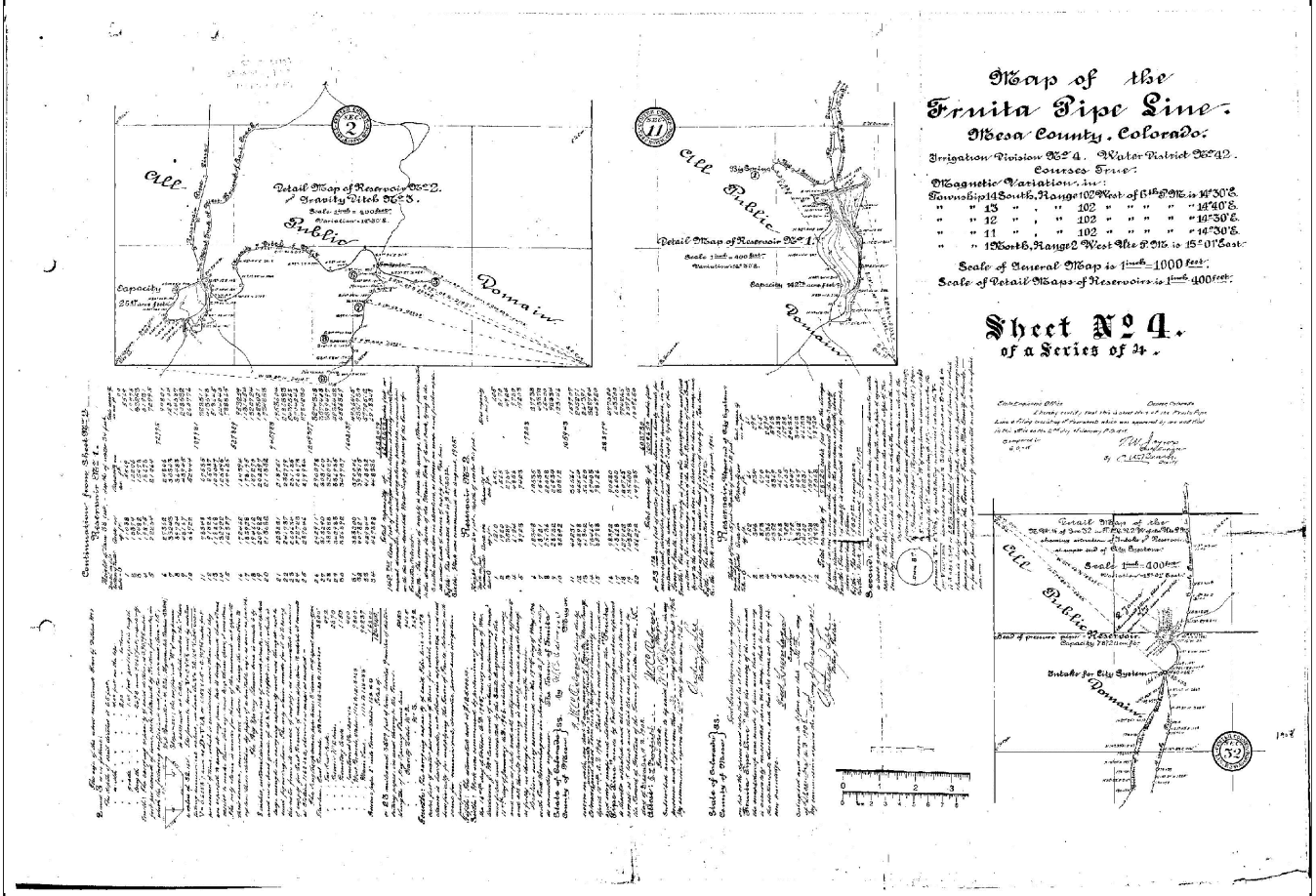
The second source of supply is collected on Reservoir No 2, on what is locally known as the Sebastopol & Warren Reservoir Site, for which full descriptions of which, see Sheet No 4 of this series and from which Station 0 of the Small Main Pipe Line, the South West Corner of Section 2, in Township 10 South, Range 102 West of the 6th Principal Meridian, bears South 80° 42' East at a distance of 1032.8 feet and the corner stone from the latter was fixed 40' 0" South and a distance of 30.0 feet which with both is the initial station 0 of Branch Side Main, as set forth in description on sheet 4 of this series, and also Northerly as bearing 330 ft. & from whence the South East Corner of Section 2 bears East 80° 42' South at a distance of 861.8 feet, whence the flow of a small Spring designated on map as (5) as caught and from whence the same corner stone bears East 80° 42' South at a distance of 1732.8 feet, which point is designated on map as (6) from whence the same corner stone bears East 85° 07' South at a distance of 2296.0 feet.

Description continued on Sheet No 2 of this series.

06-00-1947: map of the fruita pipeline




Map of the
Fruita Pipe Line.
Mesa County, Colorado.
Irrigation Division No 4. Water District No 42.
Courses True.
Magnetic Variation, in:
Township 14 South, Range 102 West of 6th P.M. is 14°30' E.
" " 13 " " " 102 " " " " " 14°40' E.
" " 12 " " " 102 " " " " " 14°30' E.
" " 11 " " " 102 " " " " " 14°30' E.
" " 1 South, Range 2 West Ute P.M. is 15°01' East
Scale of General Map is 1 inch = 1000 feet.
Scale of Detail Maps of Reservoirs is 1 inch = 400 feet.
Sheet No 3.
of a Series of 4.
Public
Domain.
Fruita.
Grand River.
West Boundary of Township 1 South, Range 2 West of the Ute Principal Meridian. Variation 15°01 East.



Docket Information

Number of Documents in Docket 200

Documents Dated from 5/22/1894 to 8/20/2003

Docket Compiled: 6/14/2016