

ORDINANCE NO 2 1975
BEING AN ORDINANCE TO APPLY AND CONTRACT FOR
BENEFICIAL USE OF WATER ON BEHALF OF THE CITY
OF FORT COLLINS COLORADO A MUNICIPAL CORPORA-
TION AND PRESCRIBING THE TERMS FOR APPLICATION
FOR AN ALLOTMENT OF WATER TO SAID CITY OF FORT
COLLINS BY NORTHERN COLORADO WATER CONSERVANCY
DISTRICT

WHEREAS under the Water Conservancy Act of Colorado Chapter 150-5 of the Colorado Revised Statutes of 1963 it is necessary that the City Council of the City of Fort Collins a Colorado municipal corporation (hereinafter called "Applicant") in order to obtain an allotment contract for the beneficial use of water from Northern Colorado Water Conservancy District shall by ordinance authorize and direct the Mayor and City Clerk to apply to the Board of Directors of said District for such water allotment contract

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FORT COLLINS COLORADO

Section 1 That the City of Fort Collins elects to apply for an allotment contract providing for the beneficial use of three hundred seventy-four (374) acre-feet of water from Northern Colorado Water Conservancy District

Section 2 That the Mayor and City Clerk be and are hereby authorized and directed to apply to the Board of Directors of said Northern Colorado Water Conservancy District for a contract allotting to the applicant the beneficial use of water upon terms prescribed by said Board in the manner and form as this section provided to-wit

APPLICATION TO
NORTHERN COLORADO WATER CONSERVANCY DISTRICT
FOR
WATER ALLOTMENT CONTRACT

Applicant City of Fort Collins a Colorado municipal corporation hereby applies to Northern Colorado Water Conservancy District a political subdivision of the State of Colorado organized and existing by virtue of Chapter 150-5, Colorado Revised Statutes 1963 for an allotment contract for beneficial use of water under the following terms and conditions

1 The quantity of water herein requested by Applicant for annual application to beneficial use is three hundred seventy-four (374) acre-feet to be used so long as the Applicant fully complies with all of the terms conditions and obligations hereinafter set forth

2 It is understood and agreed by the Applicant that any water allotted by the Board of Directors of said District shall be for domestic irrigation, or industrial use within or through facilities or upon lands owned or served by said Applicant provided however that all lands facilities and serviced areas which receive benefit from the allotment (whether water service is provided by direct delivery by exchange or otherwise) shall be situated within the boundaries of Northern Colorado Water Conservancy District

3 Applicant agrees that an acre-foot of water as referred to herein is defined as being one-three-hundred-ten-thousandth (1/310,000) of the quantity of water annually declared by the Board of Directors of the District to be available for delivery from the water supplies of the District Applicant agrees that such water shall be delivered from the works of the District at such existing District delivery point or points as may be specified by the Applicant and that the water delivery obligation of the District shall terminate upon release of water from said works Further the Applicant agrees that on November 1 of each year any water undelivered from the annual quantity made available to the Applicant shall revert to the water supplies of the District

4 Applicant agrees to pay annually for the amount of water herein allotted by the Board of Directors of said District at a price per acre-foot to be fixed annually by said Board and further agrees that the initial annual payment shall be made, in full within fifteen (15) days after the date of notice from the District that the initial payment is due hereunder Said notice will advise the Applicant among other things of the water delivery year to which the initial payment shall apply and the price per acre-foot which is applicable to that year Annual payments for each year thereafter shall be made by the Applicant on or before each October 1 at the rate per acre-foot established by the Board for municipal water allotments in that year

If an annual payment as herein provided is not made by due date written notice thereof by certified mail will be given by said District to the Applicant at the following address P O Box 580, Fort Collins Colorado 80522

If payment is not made within thirty (30) days after the date of said written notice Applicant shall have no further right title or interest under this contract and the allotment of water as herein made, shall be disposed of at the discretion of the Board of Directors of said District

5 As security to the District, the Applicant agrees that the foregoing covenant of annual payments will be fully met by annual budget and appropriation of funds from such sources of revenues as may be legally available to said Applicant

6 Applicant agrees that the water allotment shall be beneficially used for the purposes and in the manner specified herein and that this agreement is made for the exclusive benefit of the Applicant and shall not inure to the benefit of any successors or assigns of said Applicant without prior specific approval of the Board of Directors of said District

7 Applicant agrees to be bound by the provisions of the Water Conservancy Act of Colorado by the Rules and Regulations of the Board of Directors of said District and by the repayment contract of July 5 1938 between said District and the United States and all amendments thereof and supplements thereto

8 Applicant agrees as a condition of this contract to enter into an "Operating Agreement" with said District if and when the Board of said District finds and determines that such an agreement is required by reason of additional or special services requested by the Applicant and provided by the District Said agreement may contain but not be limited to provision for water delivery at times or by means not provided within the terms of standard allotment contracts of the District additional annual monetary consideration for extension of District delivery services and for additional administration, operation and maintenance costs or for other costs to the District which may arise through provision of services to the Applicant

Section 3 In the opinion of the Council of the City of Fort Collins the acquisition of a water allotment contract from Northern Colorado Water Conservancy District and the right to the beneficial use of water thereunder by said City of Fort Collins is necessary that the continued acquisition and use of this water supply is essential for the well-being of the community and for the preservation of the public peace health and safety and that the adequate protection of the health of the inhabitants of the community requires an immediate increase in Applicant's water supply

Introduced considered favorably on first reading and ordered published this 7th day of January A D 1975 and to be presented for final passage on the 21st day of January AD 1974

ATTEST

Verna Lewis
City Clerk

Mayor

[Signature]

Passed and adopted on final reading this 21st day of January AD 1975

ATTEST

Verna Lewis
City Clerk

Mayor

[Signature]

ORDER ON APPLICATION

Application having been made by or on behalf of all parties interested in the water allotment and after a Hearing by the Board it is hereby ORDERED that the above application be granted and an allotment contract for 374 acre-feet of water is hereby made to the City of Fort Collins, a Colorado municipal corporation for the beneficial uses set forth in said application upon the terms conditions, and manner of payment as therein specified

NORTHERN COLORADO WATER CONSERVANCY DISTRICT

By J. Ben Nix
President

I hereby certify that the above Order was entered by the Directors of Northern Colorado Water Conservancy District on the 14th day of February A D , 19 5

ATTEST E. J. Pluess
Secretary