

MINUTES OF THE MEETING OF THE BOARD OF DIRECTORS
of
THE PUEBLO CONSERVANCY DISTRICT

A meeting of the Board of Directors of the Pueblo Conservancy District was held in the office of Charles M. Rose, Pueblo, Colorado, November 7, 1922.

Present: Charles W. Lee, C. H. Nuckolls, W. F. Raber.

Chairman Charles W. Lee presided at the meeting.

The minutes of the last meeting were read and with reference thereto the following motion was made by Mr. Nuckolls and seconded by Mr. Raber:

That the minutes of the last meeting be approved and that all actions of the Board of Directors as therein recorded be approved, confirmed and ratified as of the date of the record thereof.

Vote: Ayes: Lee, Nuckolls, Raber; Nays: None.

Thereupon the chairman declared the motion adopted.

Mr. Raber made the following motion and it was seconded by Mr. Nuckolls:

That the Committee of Twelve, the Committee of One Hundred Fifty and the City and County Commissioners be asked to retain their organization for the assistance and advice of the officers of the Pueblo Conservancy District.

Vote: Ayes: Lee, Nuckolls, Raber; Nays: None.

Thereupon the chairman declared the motion adopted.

The following motion was made by Mr. Raber and seconded by Mr. Nuckolls:

That a call be made for a meeting of the Committee of One Hundred Fifty, the Committee of Twelve, and the City and County Commissioners on Wednesday evening, November 8, and that Mr. Morgan be requested to present the modified bluff channel plan which is one of the plans being considered by the Board of Directors.

Vote: Ayes: Lee, Nuckolls, Raber; Nays: None.

Thereupon the chairman declared the motion adopted.

The following motion was made by Mr. Nuckolls and seconded by Mr. Raber:

That Raymond C. Thatcher be appointed Treasurer of the Pueblo Conservancy District.

Vote: Ayes: Lee, Muckolls, Raber; Nays: None.)

Thereupon the chairman declared the motion adopted.

The following motion was made by Mr. Raber and seconded by Mr. Muckolls:

That the Dayton Morgan Engineering Company be employed as the chief engineer of the Pueblo Conservancy District and that the president of the District, for and in behalf of the Pueblo Conservancy District, be authorized to execute a contract for such services in words and figures as follows:

CONTRACT

This contract made and entered into this _____ day of _____, 192____, by and between the Pueblo Conservancy District of Pueblo County, Colorado, hereinafter referred to as the party of the first part, and the Dayton Morgan Engineering Company of Dayton, Ohio, a corporation, hereinafter referred to as the party of the second part, WITNESSETH:

1. Party of the second part agrees to take responsible charge as chief engineer of the engineering work involved in the development of a plan for flood protection on the Arkansas and Mountain Rivers and their tributaries in Pueblo County, Colorado, and in the furtherance of such purpose to outline the various surveys, investigations and estimates, to hire men as may be necessary, to place surveying parties in the field, and to give general charge and direction of the aforesaid work. The said work shall include the preparation and delivery of plans, specifications and estimates for a complete alternative projects for flood protection; said work shall include the personal services of Arthur E. Morgan and J. H. Kimball so far as the same may be necessary and proper for or incidental to the completion of the chief engineering work herein provided for with utmost dispatch; and the services of C. A. Bock for general supervision, but not for time spent in directing the collection of appraisal data or other service which goes beyond general supervision. Said work shall include assistance in outlining methods and plans for appraisals of benefits and damages, and assistance in organizing an improvement district, letting contracts, selling bonds, advising with those who have the undertaking in charge, as such services may be requested by the party of the first part; said work shall include general office and administration services of the Dayton Morgan Engineering Company at Dayton, Ohio and Memphis, Tennessee; and said work shall further include all such chief engineering services whether herein specifically mentioned or not as shall be necessary, proper for or incidental to the completion and adoption of a full, complete and satisfactory plan of flood protection in the premises; it being especially and mutually agreed that the party of the first part may at any time or from time to time limit or extend the scope of the work undertaken, and the expenses to be incurred in order to perfect a plan

satisfactory to the party of the first part, without further or extra charge or compensation for services as chief engineer.

2. In consideration of the services mentioned in paragraph one hereof, party of the first part agrees to pay party of the second part a salary at the rate of seventy-five hundred dollars (\$7500) per year for the period of employment, payable monthly. Party of the first part shall have the right to cancel this agreement at any time on sixty days notice in writing mailed to the party of the second part at Dayton, Ohio, or delivered to any of its officers; after one year the party of the second part shall have the right to cancel this agreement on sixty days notice in writing, but no such notice shall be necessary or required to be given by party of the first part for discontinuance of all obligations arising from the employment of any other person, firm or corporation engaged upon or employed in said work. In the event that progress of the work herein contracted for is suspended by strikes, legal proceedings, acts of God, or any other cause beyond the control of the party of the first part, upon written notice by party of the first part the period of such delay shall not be computed as part of the term of employment of the party of the second part, but shall be deducted therefrom.

3. The party of the first part agrees to pay upon the performance of service the cost of various surveying parties and of a resident engineer in charge of them, and the necessary supplies, materials and transportation for such work, and agrees to supply the necessary office space in Pueblo. The party of the first part agrees to pay the cost of actual time spent and services rendered by clerks, draftsmen, computers or office engineers or other employees such as are commonly employed in an engineering organization under the direction of the chief engineer, and the costs of necessary stationery, blue prints and other supplies.

4. Party of the first part agrees to pay the cost of engineer's services in special problems, such as railroad relocation and bridge design, where party of the first part deems it to the advantage of the city to secure highly specialized ability.

5. The cost of all services to be rendered and paid for by the party of the first part as set forth in sections three and four, supra, shall be chargeable to the party of the first part only upon prior approval of the employment of such labor and services to be rendered and the rates, wages to other compensation to be paid therefor by the party of the first part.

6. The party of the first part agrees to pay the party of the second part a charge of ten dollars (\$10) per month for each transit instrument or level instrument furnished by it and used on the work. The party of the second part agrees to furnish the remaining necessary surveying instruments as part of its employment without charge; but all instruments so furnished without charge shall be maintained and returned in as good condition as when issued, less ordinary use, wear and tear.

7. The party of the first part further agrees to pay premiums for all compensation insurance required by law for the protection of the persons employed in the work provided for in this contract.

8. Party of the first part agrees to pay all traveling expenses to and from Pueblo of Mr. Morgan, Mr. Bock and Mr. Kimball. In the event other engineers or assistants or employees are brought to Pueblo and remain sixty days or longer upon prior approval by the party of the first part, party of the first part agrees to pay traveling expenses of such engineers, assistants, or employees one way. If such engineers or employees remain less than sixty days then the party of the first part agrees to pay the traveling expenses to and from Dayton.

9. The party of the second part further agrees to keep an orderly system of vouchers and accounts to be presented to the party of the first part for approval, and to furnish a complete statement to the party of the first part of the expense account forms, voucher forms and other necessary information as to forms used by the party of the second part, all of which shall be approved by the party of the first part prior to the expenditures of any moneys chargeable to it. The party of the second part, except as herein stated, shall assume general management of the engineering work aforesaid.

10. It is mutually agrees between the parties to this contract that all tracings, maps, profiles, field notes, field books, and all other data and information collected and compiled under this agreement shall be the exclusive property of the party of the first part.

11. This contract shall be and remain in full force and effect from the date of its execution until terminated according to the provisions thereof.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals at Pueblo, Colorado, this the _____ day of _____, A. D. 192__.

THE PUEBLO CONSERVANCY DISTRICT
By _____
President.

THE DAYTON MORGAN ENGINEERING CO.
By _____

Vote: Ayes: Lee, Raber, Nuckolls; Nays: None.

Thereupon the chairman declared the motion adopted.

The following resolution was introduced and read by Mr.

Nuckolls:

THE PUEBLO CONSERVANCY DISTRICT

RESOLUTION

WHEREAS, in full conformity with the Conservancy

Act of Colorado, there has been organized in the County of Pueblo and State of Colorado, a conservancy district designated The Pueblo Conservancy District, with a board of directors and proper officers duly constituted, appointed and qualified as provided by law; and

WHEREAS, said board of directors has incurred and will incur necessary and lawful expenses incident to the organization of said district and for surveys and plans and for other incidental expenses, which must be incurred prior to the time when money is received from the sale of conservancy bonds, as authorized by the Conservancy Act of Colorado and as contemplated by said board of directors; and

WHEREAS, the board of directors of The Pueblo Conservancy District is authorized by the Conservancy Act of Colorado to borrow money in order to facilitate the preliminary work of the board in carrying out the purposes for which said district has been organized, and as evidence of the debt so contracted, may issue and sell negotiable evidences of such debt:

NOW, THEREFORE, BE IT RESOLVED by the board of directors of The Pueblo Conservancy District:

1. That the board of directors of The Pueblo Conservancy District borrow a sum of money not exceeding the aggregate amount of one hundred thousand dollars (\$100,000), by the issue and sale of the negotiable warrants of the district, bearing interest at the rate of six per centum per annum.

2. That said warrants evidencing such debt shall bear date the first day of November, A. D. 1922; and shall be absolutely due and payable on the first day of January, A. D. 1925, out of any moneys in the treasury of the district on said date; the board of directors reserving the right, however, to pay said warrants, or any thereof, issued in conformity with this resolution, at any time before the first day of January, A. D. 1925, as hereinafter provided.

3. Said warrants shall be issued in denominations of one hundred dollars each, or any multiple thereof, and shall be numbered consecutively from one upward, as issued.

4. The warrants hereby authorized, together with the endorsements thereon, shall be in form or substantially in the form as follows:

STATE OF COLORADO

The Pueblo Conservancy District

No. _____ \$ _____

On or before the first day of January, A. D. 1925, the treasurer of The Pueblo Conservancy District will pay to bearer _____ dollars, in lawful money of the United States of America, out of any moneys in the treasury of The Pueblo Conservancy District.

If, when this warrant is presented for payment, it be not paid for want of funds in the treasury, that fact, with the date of presentation, shall be endorsed on the back of this warrant, which shall thereafter draw interest at the rate of six per centum per annum until such time as there is money on hand sufficient to pay the amount of this warrant with interest.

This warrant is issued under the authority of a resolution of the board of directors of The Pueblo Conservancy District, adopted in full conformity with the Conservancy Act of Colorado, for the purpose of paying the expenses of the organization of said district, for surveys and plans and for other incidental expenses incurred by the district prior to the time when money is received from the sale of conservancy bonds or otherwise.

It is hereby certified, recited and warranted that all the requirements of law have been duly complied with in order to render this warrant the lawful and binding obligation of The Pueblo Conservancy District.

IN TESTIMONY WHEREOF, The Pueblo Conservancy District, by its board of directors, has caused this warrant to be executed in its name and signed by its president, with the seal of the district hereto affixed and attested by its secretary, as of the first day of November, A. D. 1922.

(Seal) The Pueblo Conservancy District,
By _____ President.

Attest:

Secretary.

(Endorsement)

Presented for payment this _____ day of _____
A. D. 192__ and not paid for want of funds in the
treasury of The Pueblo Conservancy District.

This warrant hereafter draws interest at the rate of six per centum per annum until paid. This warrant may be called for payment prior to January 1, 1925, by the publication of such call for ten consecutive days, in _____, a daily newspaper of general circulation published in the City of Pueblo, State of Colorado, and this warrant will cease to draw interest on and after thirty days from the date of the first publication of such call.

The Pueblo Conservancy District,
By _____ Treasurer.

5. To provide for the payment of the indebtedness hereby authorized, as may be evidenced by warrants issued under the provisions of this resolution, both principal and interest, all moneys which may come into the treasury of the district are hereby irrevocably pledged; and the board of directors of The Pueblo Con-

servancy District does hereby covenant with each and every holder of a warrant issued under the provisions of this resolution that it will in due time, form and manner, exercise all of the powers conferred upon The Pueblo Conservancy District and the board of directors thereof by the Conservancy Act of Colorado, in order to provide funds for the payment, both principal and interest, of the warrants issued under the provisions of this resolution.

6. From time to time, whenever there is sufficient funds in the treasury of the district, the treasurer shall call in and pay in full as many of the warrants issued under the provisions of this resolution together with accrued interest thereon, as the funds in the treasury will liquidate. Such warrants shall be called in and paid consecutively in the order of their number. When it is desired to redeem any of such warrants the treasurer shall cause to be published for ten days in _____, a daily newspaper of general circulation published in the City of Pueblo, a notice that certain of said warrants, designating the number and amount thereof, will be paid upon presentation, and that at the expiration of thirty days from the date of the first publication of said notice, such warrants shall cease to bear interest.

7. The treasurer of The Pueblo Conservancy District shall keep an accurate record of all warrants issued under the provisions of this resolution and an accurate of all proceeds derived from the issue and sale of such warrants. And no expenditure whatever shall be made out of the proceeds of warrants issued under the provisions of this resolution and no voucher shall be drawn upon any funds of The Pueblo Conservancy District derived from the proceeds of said warrants, except upon the approval of the board of directors of The Pueblo Conservancy District recorded in writing in the minutes of the proceedings of said board. X

Thereupon Mr. Raber moved the adoption of the resolution and the motion was seconded by Mr. Nuckolls.

Vote: Ayes: Lee, Raber, Nuckolls; Nays: None.

Thereupon the chairman declared the resolution adopted.

The following motion was made by Mr. Raber and seconded by Mr. Nuckolls:

That the verbal arrangement heretofore made with the Council of the City of Pueblo whereby the City of Pueblo is to accept warrants of the Pueblo Conservancy District up to a total amount of \$100,000.00 at 6% interest, and the same paid for by the City out of Public Way or other funds and the said amount to be returned to the City in cash by the Pueblo Conservancy District upon the sale of bonds if the officials of the City so elect at that time, be and the same is hereby approved and confirmed as of this date.

Vote: Ayes: Lee, Raber, Nuckolls; Nays: None.

Thereupon the chairman declared the motion adopted.

The following motion was made by Mr. Nuckolls and seconded by Mr. Raber:

That the money heretofore advanced for the use of the District prior to the organization thereof by the City and County of Pueblo be returned to them in cash upon the sale of bonds of the District if the City or County officials, or either of them respectively, so elect at that time.

Vote: Ayes: Lee, Raber, Nuckolls; Nays: None.

Thereupon the chairman declared the motion adopted.

The following motion was made by Mr. Nuckolls and seconded by Mr. Raber:

That the Pueblo Conservancy District issue and deliver to the City of Pueblo its warrant, or warrants at the option of the officials of said City, in total amount of \$50,000.00 in exchange for the equal amount of currency; the said warrants to bear interest at the rate of 6% per annum and to be in form as prescribed by the resolution heretofore adopted, and to bear the date of presentment for payment as of the date said money is received from the City of Pueblo; and further, that the Pueblo Star Journal be designated by said warrants as the daily newspaper of general circulation for publication of call, and that the President, Treasurer, and Secretary of the District be authorized to execute, issue and deliver said warrants and to do all things necessary in the premises in connection with such issue and delivery.

Vote: Ayes: Lee, Raber, Nuckolls; Nays: None.

Thereupon the chairman declared the motion adopted.

Mr. Morgan of the Morgan Engineering Company then presented a list of the persons now employed, continuance of whose services would be required in the progress of the work on the Official Plan and appraisals. He stated that the employment of such persons was by the month or less and that no contract for the continuation of service had been made by said persons. The list is as follows:

EMPLOYEES - DAYTON MORGAN ENGINEERING COMPANY

November 1, 1922.

Name	Position	Rate
Barton M. Jones	Resident Engineer	\$450. per mo.
Walter J. Smith, Jr.	Assistant "	275. " "
Jane Griesemer	Stenographer	100. " "
A. B. McGregor	Railway Engineer	250. " "
O. L. Hoebel	" "	400. " "
H. G. McMechan	Computer	200. " "
S. A. Holmberg	Draftsman	180. " "
Ross R. May	"	200. " "
H. M. Cronin	"	200. " "

RECORD OF PROCEEDINGS

100 LEAVES

Name	Position	Rate
Ray Hahs	Levelman	\$ 8.00 per day
F. A. Babcock	Property Valuations	165.00 " mo.
Mary A. Bullock	Tracer	25.00 " week

The following motion was made by Mr. Raber and seconded by Mr. Nuckolls:

That the employment of the above named persons at the salaries indicated be and the same is hereby approved, confirmed and ratified as of the date of November 1st.

Vote: Ayes: Lee, Raber, Nuckolls; Nays: None.

Thereupon the chairman declared the motion adopted.

Mr. Morgan then presented an estimate of other persons to be employed with the view of making rapid progress on the work of the Official Plan and appraisals. The estimate was unanimously approved and the Board of Directors unanimously directed the Morgan Engineering Company to proceed with such employment and present for approvement the pay-roll when revised to include such employment of additional men.

The following motion was made by Mr. Raber and seconded by Mr. Nuckolls:

That Mr. E. D. Spruill be and hereby is appointed Secretary of the Board of Directors, Secretary of The Pueblo Conservancy District and ex officio secretary of the Board of Appraisers.

Vote: Ayes: Lee, Raber, Nuckolls; Nays: None.

Thereupon the chairman declared the motion adopted.

The following motion was made by Mr. Nuckolls and seconded by Mr. Raber:

That the communication to the Board of Directors from Charles M. Rose dated October 23, 1922, with reference to the matter of General Counsel be made a part of the minutes of this meeting.

Vote: Ayes: Raber, Lee, Nuckolls; Nays: None.

Thereupon the chairman declared the motion adopted.

The secretary then read the communication referred to which is as follows: