

RECORD OF PROCEEDINGS

100 LEAVES

MINUTES OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF THE PUEBLO CONSERVANCY DISTRICT

December 22, 1937

A special meeting of the Board of Directors of the Pueblo Conservancy District was called at 3 P.M. December 22, 1937 in the Council Chamber of the City Hall by the City Commissioners of the City of Pueblo.

Attending: Pueblo Conservancy District Directors Holmes and Mathis; City Commissioners Teumpf, Talbot and West; City Attorney John Barbrick; Chas. M. Rose; City Engineer Elliot and N. T. Veatch of the firm of Lack and Veatch, Kansas City.

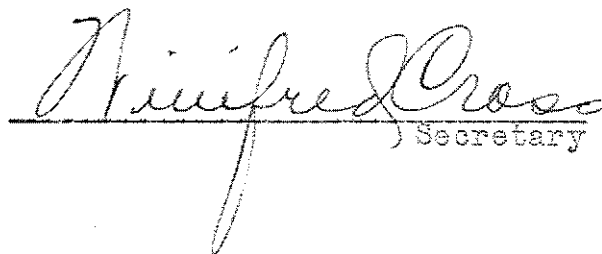
Report was made that in reply to a letter written by Mr. Rose to Barton M. Jones with respect to the proposed plan of attaching sewer pipes to the concrete slope paving through Pueblo with intercepting sewer connections to this pipe, Mr. Jones had reported through C. C. Chambers, President of the Dayton Morgan Engineering Company that owing to unusual and severly high velocity of 20 to 27 feet per second in the river channel during flood stages he was of the opinion that no exposed pipe or other projecting structure should be attached to the concrete slabs which protect the main levee.

This report of course meant that the proposed plan of the City of Pueblo could not be used as respects its connection with works of the Conservancy District.

After much discussion Mr. Veatch proposed to carry the sewer from the bluffs across Union Avenue connecting with an abandoned sewer with connection through the levee at Union Avenue and to abandon all plans of carrying a pipe along the concrete slabs.

It was agreed between the City and the District representatives that a license permit be given by the District to the City of Pueblo to permit the construction, reconstruction, maintenance and operation by the City of sewer lines, pipes and works, under, over, across, along and upon the District property, as set forth in the signed agreement attached hereto. Mr. Rose was instructed to draw up this license agreement, both parties to agree to same.

There being no further business to come before the meeting, it was, upon motion, adjourned.


Secretary

303 Union Building
Knoxville, Tennessee
January 5, 1938

Pueblo Conservancy District
Pueblo, Colorado

Gentlemen:

At the request of Mr. Charles M. Rose, per his letter to them dated December 24, 1937, the firm of Black and Veatch has written me in connection with the proposed sewer siphon to be reconstructed across the river channel at Union Avenue.

The drawings furnished, sheets 65 and 67, lack details, but the explanation given in the letter gives a fair idea of the construction contemplated. The letter indicates that the original construction of the levee is not fully understood. The concrete paving, which is ten inches thick, extends on the same slope to a vertical depth of six or eight feet below the channel bottom where its bottom edge is fastened to the top of steel sheet piling which, in turn, extends vertically down to solid rock, a distance at that locality of probably ten feet.

With care and proper supervision the sewer pipe can be safely put through the concrete slab or the sheet steel piling and connected to the old man-hole as proposed. Necessary precautions would be to guard against flood risk during the operation, and careful backfilling with tamped earth of any excavation made under the concrete slab, and a careful repair of the hole made in the concrete.

Even if laid across the river bed at a depth of ten feet, there would remain some risk of the sewer pipe becoming undermined and being pulled downstream by the fast flowing water. For facing this situation, it would be necessary for the anchorage within the levee to furnish resistance capable of pulling the continuous welded steel pipe apart. Such an anchorage is not proposed, and it would be an expensive piece of construction.

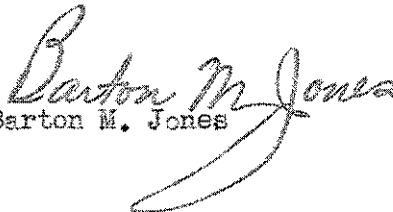
The only safe provision that comes to mind at this time is to locate the anchorage for the pipe within the channel and to provide a relatively weak joint in the pipe at the face of the concrete slab. Then if the pipe and anchorage should fail, the joint would break and prevent any serious pull on the levee.

It may appear that this is an extreme view of the problem, but dangerous velocities of flow are to be regarded. The fact that the original sewer

January 5, 1938

pipe, laid at least twelve feet below the bottom, has been disturbed and partly demolished with the river flowing but partly full is evidence of the deep scour to be expected. In the original design, the use of continuous steel pipe was considered but abandoned in favor of tile pipe laid in a deep trench. Its use should not now be permitted unless a safe, dependable construction can be devised where the pipe enters the levee.

Respectfully,


Barton M. Jones

BMJ:KH

THE COMPANY WILL APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE

1201-S

CLASS OF SERVICE

This is a full-rate Telegram or Cablegram unless its deferred character is indicated by a suitable symbol above or preceding the address.

WESTERN UNION

R. B. WHITE
PRESIDENT

NEWCOMB CARLTON
CHAIRMAN OF THE BOARD

J. C. WILLEVER
FIRST VICE-PRESIDENT

SYMBOLS

DL = Day Letter
NM = Night Message
NL = Night Letter
LC = Deferred Cable
NLT = Cable Night Letter
Ship Radiogram

The filing time shown in the date line on telegrams and day letters is STANDARD TIME at point of origin. Time of receipt is STANDARD TIME at point of destination.

Received at 514-516 North Main St., Pueblo, Colo.

1903 JAN 5 PM 4 19

VQ72 33 COLLECT=KNOXVILLE TENN 5 44OP

CHARLES M ROE=

615 THATCHER BLDG PB=

LETTER TO DISTRICT AND COPY TO YOU MAILED THIS MORNING STOP
AIR MAIL COPY MAY REACH YOU TOMORROW STOP PROPOSED DESIGN
FOR UNION AVENUE CROSSING SATISFACTORY SUBJECT TO
DEVELOPMENT OF SUITABLE DETAILS=

BARTON M JONES.

THE QUICKEST, SUREST AND SAFEST WAY TO SEND MONEY IS BY TELEGRAPH OR CABLE

BLACK & VEATCH
CONSULTING ENGINEERS
4706 BROADWAY
KANSAS CITY, MO.

December 25, 1937

Subject: Pueblo, Colorado
Intercepting Sewers

Mr. Barton M. Jones
Acting Chief Engineer of Design - T.V.A.
Knoxville, Tennessee

Dear Mr. Jones:

C
We are in receipt of a letter under date of December 24th from Mr. Charles M. Rose asking that we communicate with you in connection with the proposed revision of the siphon to be constructed at Union Avenue in Pueblo, Colorado bids for which are to be received January 8th.

O
P
Y
We are enclosing our revised prints, sheets numbers 65 and 67 which show our proposed change. We have carried the steel line under the levee paving and have connected it to the existing man hole with which you are familiar. We have made provision in the bidding blank that the levee paving will be cut and replaced to the satisfaction of the district and we will make provision that the steel line will in no way transmit loads to the paving slab or be attached thereto. The details of this construction are now shown on the plans inasmuch as we expect to take care of the matter by means of details after the site is de-watered and exact conditions determined. It is our thought that we will probably provide a concrete anchorage for the pipe at its junction with the man hole, provide a joint where the pipe passes through the paving which will prevent bonding, or if possible, carry the pipe entirely below the bottom of the slab and rest it on the bedrock a sufficient distance across the stream to prevent movement or disturbance of the paving slab.

You will observe also by examining sheet 67 that we have eliminated entirely the proposed cast iron pipe sewer which we originally planned to be installed horizontally along the face of the levee. We are eliminating all pipe connections of this nature including all river crossing anchorages.

We trust that the above explanation together with the prints will enable you to understand fully our intention and we trust that same will meet with your approval.

Kindly communicate with Mr. Rose and also advise this office and Mr. Paul L. West, Commissioner of Health and Public Buildings, Pueblo, Colorado of your decision.

Thanking you in advance for your past co-operation, we are,

Very truly yours,

BLACK & VEATCH

By
(W. G. Fowler)

WGF:ML
Encs.

E. B. BLACK
N. T. VEATCH, JR.

BLACK & VEATCH
CONSULTING ENGINEERS
4706 BROADWAY
KANSAS CITY, MO.

A. P. LEARNED
E. H. DUNMIRE
J. F. BROWN
C. I. DODD
F. M. VEATCH

December 29, 1937

H. F. LUTZ
E. L. FILBY
W. G. FOWLER
W. D. THOMPSON
G. C. BREWSTER

Mr. Charles M. Rose
Thatcher Building
Pueblo, Colorado

Dear Mr. Rose:

Your letter of December 24th to Mr. Veatch has been referred to the writer for answer.

We are writing Mr. Jones as per copy of the enclosed letter which will be self-explanatory. We are doing this instead of phoning inasmuch as we believe it will be more satisfactory and that we shall be better able to explain our proposed construction.

Very truly yours,

BLACK & VEATCH

By *W. G. Fowler*
(W. G. Fowler)

WGF:ML
Encl. 1

THE DAYTON
MORGAN ENGINEERING COMPANY

ARTHUR E. MORGAN, M. AM. Soc. C. E.
CARL A. BOOK, M. AM. Soc. C. E.
C. C. CHAMBERS, M. AM. Soc. C. E.
L. L. KIDINGER, M. AM. Soc. C. E.
ROBERT E. GOHL

LUDLOW BUILDING

DAYTON, OHIO

December 21, 1937

MORGAN ENGINEERING COMPANIES
DAYTON, OHIO
MEMPHIS, TENN.

Pueblo Conservancy District
Pueblo, Colorado

Sirs:

At the request of Mr. Charles M. Rose, plans of those parts of the proposed intercepting sewer that would affect the main river channel through Pueblo were examined by Barton M. Jones at Knoxville. The plans were taken to Knoxville on December 16 by Mr. W. J. Fowler from the Kansas City office of Black and Veatch and there explained and discussed with Mr. Jones. This examination was in lieu of a suggested field review that was found unnecessary under the circumstances.

Owing to the unusual and severely high velocities of twenty to twenty-seven feet per second obtaining in the river channel during flood stages, we are of the definite opinion that no exposed pipe or other projecting structure should be attached to the concrete slabs which protect the main levee. Construction of the proposed works with an exposed pipe laid along the levee slope would create a hazard and endanger the safety of the whole levee during times of extreme floods when its integrity is most essential. The river crossings of the sewer should be either buried below the line of bottom scour or else it would have to be expected that the pipes may be torn away by the water, but in any event if constructed of continuous steel pipe it would be unsafe to anchor them in any way to the concrete slope pavement.

Respectfully submitted,

THE DAYTON MORGAN ENGINEERING COMPANY

By



C. C. Chambers
President

December 14 1937

Mr. Barton M. Jones,
Tennessee Valley Authority,
Knoxville, Tenn.

My dear Jones:

Confirming telephone conversation and wire, a representative of Black and Veatch, engineers of Kansas City, will be in Knoxville before Thursday to go over the city sewage disposal plans with you.

Enclosed find copy of resolution, which is self-explanatory, and indicates the attitude of the District. We are not competent to pass upon the question of damage to the works or interference with flood and stream control caused by this construction. As I see it the proposition in a nut-shell is this: if the proposed works are such as might well have been a part of our original plan at the expense of the city, then there is no reason why, from the standpoint of prospective damage or interference, the District should not permit the work to be done now at the expense of the city.

The point is that prospective contingent damage of the sort which we anticipate your report will negative cannot be imposed upon the city by contract. In other words, the District will have to take that risk without looking to the city for replacement or damages if the district's works are damaged by the effect of high water by this proposed city construction.

On the other hand, I feel that the Board is anxious to cooperate to the fullest extent with the City. Our district works are public works and should be made available for any public advantage that can be reasonably permitted.

In the event any questions come up that you wish to inquire about do not hesitate to 'phone us as the time element is pressing. These people must know definitely by December 22nd.

The District wants to make a thorough investigation of these plans and give us your expert opinion as to the effect thereof as indicated in the resolution. If you find that it is better for you to come to Pueblo before final determination of your opinion do not hesitate to do so.

Very truly yours,

CNR.c

L. E. LANGDON
JOHN T. BARBRICK

LANGDON & BARBRICK
ATTORNEYS AT LAW
THATCHER BLOCK
PUEBLO, COLORADO

January 19 1938

Mrs. Winifred Cross,
Pueblo Conservancy District,
Pueblo, Colorado.

Dear Mrs. Cross:

We herewith hand you for your files executed copy of
the license between Pueblo Conservancy District and
Pueblo.

Very truly yours,

John T. Barbrick

JTB:c

CHARTERED 1853

Agricultural
Insurance Company
of Kansas, K.C.

Fire, Lightning, Windstorm, Marine, Automobile,
Sprinkler Leakage, Riot and Explosion
Insurance

This license
agreement
approved over
telephone by
W. J. Mathis and
after reading by
J. Pryor -

Jan 7-1938

WHEREAS, the City of Pueblo, a Municipal Corporation, organized and existing under and by virtue of the Constitution of Colorado, and hereinafter referred to as the City, has made application to the Pueblo Conservancy District, a public corporation organized and existing under and by virtue of the laws of the State of Colorado, and hereinafter referred to as the District, for the privilege and license of constructing, operating and maintaining certain sewer lines and works on property of the District, hereinafter mentioned; and,

WHEREAS, the Pueblo Conservancy District, acting by and through its Board of Directors, is willing that such public use be made of said property of the District as is not inconsistent with the purposes for which the said property is held by said District;

NOW, THEREFORE, in the premises, the Pueblo Conservancy District doth hereby permit and license the construction, reconstruction, maintenance and operation by the City of sewer lines, pipes and works under, over, across, along and upon the following described lands, works and property of the District, to-wit:

Parcel 1: Sewer Line Right-of-Way Santa Fe Avenue Crossing. Beginning at a point on the sewer known as "Storm & Sanitary Sewer "B" at a point approximately 25 feet above the existing manholes on the inside of the levy; thence in a southeasterly direction approximately parallel and approximately 120 feet inside of the levy to Santa Fe Avenue; thence in a southeasterly direction across Santa Fe Avenue to a point just below the lower end of the levy; thence in a northeasterly direction across the Arkansas River and the north bank thereof to a point on the existing Locust Street Sewer, approximately 350 feet east of the east line of Stanton Street.

Parcel 2: Sewer Line Right-of-Way Union Avenue Crossing. Starting at a point approximately 30 feet east and 20 feet south of the southeasterly intersection of Union Avenue and Corona Avenue; thence in a northerly direction across the bed of the Arkansas River to the point of entrance into the levy of the existing 18 inch cast iron sewer line,

together with access to said works of the City for the purposes of construction, maintenance, operation and repair thereof, across, over, and upon adjoining property of the District; provided, however,

- (a) That the Works so constructed by the City shall be and remain the property of the City and the District assumes no responsibility arising from approval of the plan or design of such works, or the construction, maintenance or operation thereof.
- (b) That the City shall save the District harmless from any and all claims by third parties arising from construction, maintenance and operation of such City Works.
- (c) That the license and privilege herein described shall be accepted by the City, subject to all rights heretofore granted or permitted to any persons or corporation in and to the property of the District above described, or in and to other such property to be affected by said Works of the City.
- (d) That the use by the City of the lands and property above described shall not be exclusive but shall be limited to the extent that the same is not inconsistent with the works of the District now, or hereafter to be, constructed.
- (e) That the City hereby releases the District from any and all claims of damages to the said works of the City arising from any lawful operation, or works, of the District.
- (f) That the City shall so construct, maintain and operate said works as not to impair the works of the District; and the determination by the District that its property has been impaired, shall be final and conclusive as between the City and the District, and thereupon the City shall make restoration of such impairment at its own expense.
- (g) That the works so constructed by the City, and the use thereof by the City, shall be subject to the exercise by the District of its full statutory powers for all the purposes for which said District was organized; and the exercise of any such powers by order of the Board of Directors of said District affecting said works of the City, shall be final and conclusive as to the necessity and expediency thereof and all changes so required with respect to the work constructed by the City shall be made by the City at its own expense;

otherwise this license and permit shall be of no effect; and as a cumulative remedy in addition to all other remedies at law or in equity for failure by the City in the premises, the District may revoke and forfeit this license and permit and remove the works constructed by the City.

The City of Pueblo, by its execution hereof, through its corporate officers, duly authorized thereunto by all necessary corporate action in form, manner and as required by law, accepts the within license according to the terms and conditions thereof and agrees that it will faithfully perform all the duties and obligations imposed thereby.

Done at Pueblo, Colorado, this 7th day of January A.D. 1938.

PUEBLO CONSERVANCY DISTRICT

ATTEST:

By

President

Secretary

STATE OF COLORADO)
COUNTY OF PUEBLO) SS.

The foregoing instrument was acknowledged before me this 7th day of January A. D. 1937, by John M. Holmes, President, and Winifred Corss, Secretary of Pueblo Conservancy District, a corporation.

Witness my hand and official seal.

My commission expires

ATTEST:

Geo. W. Clark
City Clerk

PUEBLO, a Municipal Corporation

By

George J. Stumpf
President of Council

STATE OF COLORADO)
COUNTY OF PUEBLO) SS.

The foregoing instrument was acknowledged before me this 8th day of January, A.D. 1937, by George J. Stumpf, President of Council of Pueblo, and Geo. W. Clark City Clerk of Pueblo.

Witness my hand and official seal.

My commission expires Dec. 30 1940

Mary E. Weaner
Notary Public