

RECORD OF PROCEEDINGS

100 LEAVES

MINUTES OF THE MEETING OF THE BOARD OF DIRECTORS OF THE PUEBLO CONSERVANCY DISTRICT 19 APRIL 1963

A meeting of the Board of Directors of the Pueblo Conservancy District was held at the office of the District, 113 East Fifth Street, Pueblo, Colorado at 10:00 A.M., 9 April 1963.

Directors Present: L. M. Rhoades and J. M. Martin
Director Absent : J. M. Holmes who is confined to his home due to illness; however he was consulted by Mr. Rhoades and Mr. Elliot prior to the meeting.
Engineer Present : Simon F. Elliot

Mr. Rhoades called the meeting to order in the absence of Mr. Holmes. The minutes of the meeting of 14 March 1963 were read and approved.

The following vouchers were approved:

13856	O'Brien Printing & Stationery Co.	\$19.75
13857	Central States Roofing	60.00
13858	Colorado Department of Employment	60.90
13859	Director of Internal Revenue	46.50
13860	Dept. of Revenue, State of Colorado	2.85
13861	Southern Colorado Power Company	4.95
13862	Central States Roofing & Insulating Co.	24.00
13863	Simon F. Elliot	532.50
13864	Gottula Trucking & Trans. Inc.	2,108.50
13865	Petty Cash	5.00
13866	Pueblo Gas & Fuel Company	8.58
13867	Rush's Pueblo Lumber Co.	11.60
13868	L. M. Rhoades	35.00
13869	J. M. Martin	35.00
13870	S. F. Elliot	35.00
13871	John M. Holmes	35.00

Engineer Elliot presented his complete report concerning the condition of the levee, which the Directors approved and ordered attached to and made a part of these minutes.

Engineer Elliot reported that Thomason Construction Co. had resumed construction on the repairs of the levee from Main Street upstream for a distance of about 1700 feet, as per their contract. Work was re-commenced on March 25, and as of this date the entire concrete toe-wall has been completed between Main and Union Avenue, and that the work of gunniting will be started tomorrow morning.

As a result of this report, it was apparent to the Directors that construction money would be needed to pay the contractor his monthly estimate shortly after May 1, in accordance with the provisions of the contract between the Contractor and the District. The Board thereupon directed Mr. Rhoades to make arrangements with the First National Bank to transfer \$54,500.00, plus accrued interest in time deposits, now on deposit with the First National Bank, to the checking account also with the First National Bank.

Engineer Elliot reported to the Directors that work was currently in progress covering the annual maintenance work required as per his inspection report to the Board, and that the Gottula Trucking & Tfr. Company was making good progress on the work, and was about two-thirds completed.

Correspondence was presented to the Directors concerning moving the fence to the correct property line east of the Ball Park.

Engineer Elliot stated that he had seen the line as established by the Missouri Pacific Engineers, and that if the fence was located along this line it would prove a great inconvenience to the District, and that in his opinion it would be best, if the fence is removed from its present location, not to replace it.

The Board concurred in this recommendation, but with the further stipulation that if the fence is to be rebuilt, it was to be rebuilt at the Railroad's expense, and the Railroad be so informed.

Engineer Elliot reported that Mr. Frank Hoag had contacted him a few days ago concerning the condition of the Fountain River bed, it being greatly overgrown with trees and underbrush, and that many of the property owners were extending their property improvements beyond the normal confines of the River, and that in the event of flood, serious damage to the community could result.

The matter was discussed, but it was determined that the Conservancy District had no jurisdiction whatsoever, now had it funds to do any work on the Fountain River. It was the decision of the Board to so advise Mr. Hoag, and to send a copy of the letter to the City Manager.

The Directors authorized the execution of a quit claim deed covering a certain parcel No. 4, heretofor granted as an easement to the Southern Colorado Power Company, and directed that the proper Directors execute the quit claim deed as prepared. Directors further moved that the correspondence from the Southern Colorado Power Company, and other correspondence between the Power Company and the Atchison Topeka and Santa Fe Railroad, together with the above approved quit claim deed be attached to and made a part of these minutes.

James M. Dorrance
Acting Secretary

Read and Approved;

L. M. Rhoades W. H. Theobald

L. M. Rhoades

SFE:rh

SIMON F. ELLIOT

CIVIL ENGINEER

DIAL LINCOLN 4-6823

111 EAST FIFTH STREET

P. O. Box 369

PUEBLO, COLORADO

25 March 1963

Re: Annual Inspection of
Flood Works

To the Directors
Pueblo Conservancy District
113 E. Fifth Street
Pueblo, Colorado

Gentlemen:

On 9 March 1963 and on 23 March 1963, I inspected the flood works through the City. The structures appear to be in excellent condition, and little in the way of maintenance is required.

The river bottom appears to be scouring below the Power Company Diversion Dam as far east as Santa Fe Avenue, and lower parts of the concrete slabs on the levee are now visible which until now have always been below low water line. In citing this condition, my only purpose is to indicate that during this inspection tour, a thorough visual inspection was possible, and that the scouring action in no way effects the safety of the structures. The following observations relate to the inspection:

1. Saplings in the channel are attaining size sufficient to cause obstruction to flood flows, and steps should be taken for their removal this fall.
2. The usual spauling of concrete, particularly at the water line, and cracks in the concrete should be cleaned and filled with a mastic filler. Specific locations are not cited as this work is throughout the entire levee.
3. The accumulation of moss and soil on the stone rip-rap bank on the Southside of the river, West of Union Avenue, should be removed.
4. Several gopher holes on top of the dike, 0+300, should be filled with earth.
5. The Railroads air-line at 12+170 is leaking.
6. The steelwork under the Union Avenue and Main Street bridges have not as yet been painted by the City.
7. A settlement hole on top of the dike, at the east end of the roundhouse section should be filled and tamped with earth.

SIMON F. ELLIOT
CIVIL ENGINEER
PUEBLO, COLORADO

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8. A section of fence has been opened on the south side of the river, between Union and Main, apparently to allow the sign Company access during the erection of a billboard.

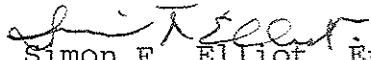
9. The 500 foot survey monuments, east of Santa Fe Avenue have been destroyed and removed by vandals.

10. Survey stakes are in evidence as set by the Missouri Pacific Railroad establishing their property line, east of the Ball Park. It appears that it would not be practical to relocate the fence in question on the line as established by the Missouri Pacific Railroad.

11. Weeds should be burned around single flood gate, east of the Ball Field.

12. Certified Concrete is leaving gates unlocked over week-end at east end of back-water dike.

Respectfully submitted,


Simon F. Elliot, Engineer
for the Conservancy District

SOUTHERN COLORADO POWER COMPANY

DIVISION OF WESTERN POWER & GAS COMPANY



PUEBLO, COLORADO
March 28, 1963

Pueblo Conservancy District
113 East Fifth Street
Pueblo, Colorado

Gentlemen:

We enclose copy of a letter dated January 17, 1963, from the A. T. & S. F. Railway Company to Southern Colorado Power Company, and copy of a letter dated February 9, 1963, from W. C. Porter, Jr. of Southern Colorado Power Company to Mr. J. W. Preston, their attorney.

We have discussed this matter with Mr. Elliot, and as a result, we believe it is most feasible to leave these letters, a quit-claim deed to Parcel 4, and a map showing the general relationship with him, with the understanding that he can explain the whole matter to the Board in a proper manner.

Your kind consideration will be appreciated.

Very truly yours

Southern Colorado Power Company Div.
Western Power & Gas Company

Vice Pres. in Charge of Operations

WCP:T

Encl.

cc/Mr.D.B.Hyer, Jr.

Mr.J.W.Preston

Mr.S.F.Elliot

Mr. W. G. Porter, Jr.

February 9, 1963

Mr. J. W. Preston

PUEBLO

**PROPERTY DIVISION WITH ATCHISON,
TOPEKA & SANTA FE RAILROAD**

Dear Mr. Preston:

Approximately twelve years ago when the A. T. & S. F. Railroad was building their Hump Yard in west Pueblo, a verbal agreement was made between myself and the A. T. & S. F. Railroad to exchange property a little way east of the West Fourth Street bridge. This exchange would allow the A. T. & S. F. to build three tracks across our cooling pond inlet thru our Parcel 4 from the Conservancy District, and give us additional cooling pond area. As I recall this agreement, the A. T. & S. F. were to do all the necessary engineering to accomplish this transaction. As a matter of fact, however, the A. T. & S. F. did build their tracks by extending our two 48 inch concrete pipelines from the river an additional 200 feet, and filling in over the top of that pipe, but they never did take any further action to straighten out the property records, in spite of an occasional mention made by me over these past twelve years. They have now revived the subject, and I agree that these records should be corrected.

We now have a letter dated January 17, 1963, from Mr. G. B. Kurtz, Superintendent of A. T. & S. F., (copy enclosed) which points out the fact that our title to the Parcel 4, while written on a Warranty Deed document from the Conservancy District to us, is in truth only an easement for water pond use.

On February 7 I discussed this matter with Mr. Young and Mr. Robertson of the A. T. & S. F. Engineering Department in La Junta. As a result of this discussion, we believe that the most feasible way to handle this situation is as follows:

1. All of the area surrounding S. C. F. Co. Parcel 4 was originally deeded to the Denver & Rio Grand Western Railroad from the Conservancy District. Some year later the D. & R. G. W. Railroad disposed of that surrounding area to the A. T. & S. F. Railroad by quitclaim deed. We believe this to be a good deed since it appears that the D. & R. G. W. had proper title from the Conservancy District.

Mr. J. W. Preston
February 9, 1963
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2. The A. T. & S. F. proposes that we secure a deed from the Conservancy District for Parcel 4, which would replace the easement we now have for that Parcel 4.

3. Supposing this can be done, then S. C. P. Co. would transfer that new deed to Parcel 4 to the A. T. & S. F. Railroad. (Shown in yellow outline on map)

4. The A. T. & S. F. railroad would then immediately deed to S. C. P. Co. that area shown in red outline on the map, which would give S. C. P. Co. ownership of the cooling pond area, but would retain for the A. T. & S. F. the yellow area which remains on the outside of the red area, where their railroad tracks are located. At the same time the A. T. & S. F. Railroad would grant to S. C. P. Co. a permanent easement for the pipelines shown by the double dotted lines.

This would clean up the entire situation as far as we engineers see it, but of course it depends entirely upon our ability to get the Conservancy District to change our easement on Parcel 4 to a deed. We can see no reason why they should object to this, but of course that is the subject which you and I should discuss with Mr. Rose, or the Conservancy Board.

I am returning the map to you (our only copy) so you may follow this letter, and of course I will be glad to discuss our next action with you after you have done so.

Very truly yours



Vice Pres. in Charge of Operations

WCP:T
Encl.
cc/Mr. D. B. Ryer, Jr.

The Atchison, Topeka and Santa Fe Railway Company

C. B. KURTZ
Superintendent

C. E. DAVIS
Division Engineer

OFFICE OF DIVISION SUPERINTENDENT COLORADO DIVISION

L. P. HEATH
Trainmaster

E. B. JONES
Trainmaster

J. R. FITZGERALD
Trainmaster

La Junta, Colo.,

January 17, 1963

File: 38-26049

Mr. W. F. Porter
Southern Colorado Power Company
Pueblo, Colorado

Dear Mr. Porter:

Please be referred to your file regarding proposed exchange of deeds with your company at Pueblo in vicinity of your cooling pond, this exchange proposal dating back some 10 to 12 years ago.

We are now endeavoring to prepare exchange deeds covering subject property and in checking information we have for use in writing descriptions, we find that the partial copy of description from conveyance from Conservancy District to the Power Company covers "an easement and right-of-way for the flow, pondage and circulation of water", only. I believe you will find this warranty deed registered in book No. 649, pages 1 to 7, with parcel 4 as being the item of particular interest.

As we interpret our findings, if this instrument is the only title your Company has to the land in question, you do not own the fee and hence could not convey it and it would appear a deed is required from the Conservancy District or its successors to the land. We would also require a quit claim deed from you. If we can obtain fee title in the area of the overlap between properties to be exchanged and then deed it to the Power Company, your title would also be perfected. Can you assume the cost of any conveyance from Conservancy District?

*1-21-63 - gave copy of letter
to Preston for opinion*

To: Mr. W. F. Porter
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38-26049

As this is an old subject, I will be glad to have Don Robertson drop in to your office and go over subject matter, if you feel it is necessary.

Very truly yours,

*Signed by
Kurtz - Supt.*

THIS DEED, Made this 9th day of April, in the year of our Lord one thousand nine hundred and sixty-three, between THE PUEBLO CONSERVANCY DISTRICT, a body corporate and a political subdivision of the State of Colorado, organized and existing under the Conservancy Act of Colorado, hereinafter called the Grantor, of the first part, and WESTERN POWER & GAS COMPANY, a corporation organized and existing under the laws of the State of Delaware, and lawfully doing business in the State of Colorado, hereinafter called the Grantee, of the second part.

WITNESSETH, That the Grantor for and in consideration of the sum of One Dollar and other valuable consideration, less than One Hundred Dollars, to the Grantor in hand paid by the Grantee, the receipt whereof is hereby confessed and acknowledged, has remised, released, sold, conveyed and QUIT CLAIMED, and by these presents does remise, release, sell, convey and QUIT CLAIM unto the said Grantee, its successors and assigns, forever, all the right, title, interest, claim and demand which the said Grantor has in and to the following described tract or parcel of land located in, and being a part or portion of, the old channel of the Arkansas River, situate, lying and being in the County of Pueblo and State of Colorado, to-wit:

A tract of land in the South Half of the Northwest Quarter ($S\frac{1}{2}$ of $NW\frac{1}{4}$) of Section 36, Township 20 South, Range 65 West, of the Sixth Principal Meridian, more particularly described as follows:

Beginning at a point whence the Northeast corner of the Southeast Quarter of the Northwest Quarter ($SE\frac{1}{4}$ of $NW\frac{1}{4}$) of said Section 36, bears North $62^{\circ}42'30''$ East, a distance of 1382.0 feet, said point being on the center-line between two existing lines of four foot concrete pipe conduits, and said point being a distance of 99.0 feet Northeasterly at right angles from the center-line of the now existing West Bound main line track of the Denver & Rio Grande Western Railroad Company; thence Southeasterly, at right angles from the center-line between said concrete pipe conduits, a distance of 35.0 feet more or less, to an intersection with the Southerly line of said old channel of the Arkansas River, described in the records in the office of the County Clerk and Recorder of Pueblo County, in book 568 at page 187; thence Easterly along the said Southerly line of said old channel, on a curve to the left with a radius of 2173.80 feet, a distance of 319.0 feet more or less, to a point of tangency; thence on a tangent, South $82^{\circ}49'$ East, a distance of 409.4 feet more or less, to its intersection with the Northerly line of the right of way of the Loop Line of the Atchison, Topeka & Santa Fe Railway Company; thence Easterly, along the said Northerly line of said right of way, on a curve to the right, with a radius of 580.686 feet, a distance of 160.0 feet, to a point of tangency; thence on tangent, South $80^{\circ}56'20''$ East, a distance of 156.0 feet; thence North $60^{\circ}46'20''$ West, a distance of 120.0 feet; thence North $68^{\circ}56'36''$ West, a distance of 351.80 feet; thence North $82^{\circ}11'$ West, a distance of 774.0 feet more or less, to a point which is 64.0 feet Northeasterly at right angles from the now existing center-line of the West Bound main line track of the Denver & Rio Grande Western Railroad Company; thence South $32^{\circ}57'20''$ East, a distance of 150.0 feet more or less, to its intersection with the Northwesterly line of Parcel 3, described in the deed from the Grantor to Southern Colorado Power Company, the predecessor of the Grantee, filed for record on August 19, 1926, in the office of the County Clerk and Recorder of Pueblo County, Colorado, and recorded in Book 649 at page 1 of the records in that office; thence North $57^{\circ}02'40''$ East, a distance of 35.0

feet; thence South 32°57'20" West, a distance of 25.0 feet, to the place of beginning.

Said tract or parcel of land hereinbefore described is Parcel 4 described in said last mentioned deed recorded in Book 649, Page 1 of the records in the office of said County Clerk and Recorder, on which an easement was granted by said deed for the flow, pondage and circulation of water, subject to, and governed by, a certain proviso following the description of said Parcel 4, which proviso is hereby continued in full force and effect as if the same were reproduced herein, and this deed is further subject to all of the provisions, stipulations and conditions applicable to the tract or parcel of land hereby conveyed contained in said deed recorded in Book 649, Page 1, Pueblo County records hereinbefore mentioned.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever, of the said Grantor, party of the first part, either in law or equity, to the only proper use, benefit and behoof of the said Grantee, party of the second part, its successors and assigns forever.

IN WITNESS WHEREOF said Grantor has caused this instrument to be executed in its corporate name by its President, and its corporate seal to be hereunto affixed and attested by its Secretary, the day and year first above written.

THE PUEBLO CONSERVANCY DISTRICT,

By L. M. Rhoades
Vice President

ATTEST:

By James M. Martin
Acting Secretary

STATE OF COLORADO, }
COUNTY OF PUEBLO. } ss.

The foregoing instrument was acknowledged before me this 9th day of April, 1963, by L. M. Rhoades as Vice President and James M. Martin as Acting Secretary of The Pueblo Conservancy District, a corporation.

Witness my hand and official seal.

My commission expires February 21st, 1965

Roy F. Koester
Notary Public