

MINUTES OF THE REGULAR AUGUST MEETING OF THE
PUEBLO CONSERVANCY DISTRICT ON AUGUST 9, 2000

DIRECTORS PRESENT: Sandstrom, Farley and Kelly.

ALSO PRESENT : Bower for Banner and Koester

The meeting was called to order at 7:30 a.m. on the above date, and the minutes of the July meeting were approved as prepared.

Treasurers report for July was not available so review and approval will take place in September with the August report. The following bills for August were approved for payment:

1868	G. Sandstrom	Directors Fee	55.41
1869	K. Farley	Directors Fee	55.41
1870	P. Kelly	Directors Fee	55.41
1871	Banner	Legal Fee	300.00
1872	Engineer Koester	Eng/Admin Fee	480.00
		Rental Fees	100.00
1873	MBKD, pc	Bookkeeping Service	175.00
1874	Westplains Energy	Power at Runyon	90.00
1875	Schuster Printing	Stationary	74.18

The Board unanimously agreed to re-invest the \$100,000 at First Union matured August 1, into a Federal Bond, at 7.25 % return that will mature on November 11, 2006.

The Chairman of the Board then announced that Cynthia Ramu was scheduled to appear today to discuss the Painting-out of the Confederate flag on the levee, will not be present because of a death in her family. Chairman Sandstrom indicated that he would visit with Ramu once again, and ask her to make a written report of her intentions for action on the flag painting and request of her needs from this District as she sees it.

The Board then reviewed the progress of the Railroad property trade and Koester indicated that boundary survey work is out for bid by the Railroad on the parcel they are purchasing from this District.

The Board has been asked to allow Abel Engineering to review their land survey work that will be done soon on property on and adjacent to land owned by this District for the Department of Transportation.

There being no further business, the meeting was adjourned at 8:10 a.m. The regular September meeting is scheduled for Tuesday September 5, 2000 at 7:30 a.m. at the District Office, 111 East 5th Street.

APPROVED;

Charles M. Farley *Patricia Kelly*

THE PUEBLO CONSERVANCY DISTRICT

BOARD OF DIRECTORS
P. KELLY
K. FARLEY
G. SANOSTROM

111 EAST FIFTH STREET
544-6823
PUEBLO, COLORADO

MAILING ADDRESS:
P. O. BOX 234
PUEBLO, COLO. 81002

NOTICE OF SEPTEMBER MEETING

DATE : September 5, 2000 (Tuesday)
TIME : 7:30 a.m.
PLACE : At Conference Room of NorthStar (District Office)
111 East 5th Street --

- A G E N D A -

1. Roll Call
2. Approval of Minutes of August meeting.
3. Treasurers Report for August and September 2000
 - a. Approve bills for September
 - b. Report on August 10th investment
4. Hear presentation by Abel Engineering on land survey work for CDOT.
5. Hear presentation by Mahatma Gandhi Peace Garden creators.
5. Old Business -
 - a. Hear report re: Cynthia Ramu on Confederate Flag and painting activities.
 - b. Hear report on Arkansas Restoration Plan.
6. New Business -
7. Set date for October meeting.
8. Adjourn.

**ADDENDUM NO. 1 TO
THE INTERGOVERNMENTAL AGREEMENT
CREATING THE HISTORIC ARKANSAS RIVERWALK
OF PUEBLO AUTHORITY**

This Addendum No. 1 between Pueblo, a Municipal Corporation (the "City"), Pueblo County, Colorado (the "County") and Pueblo Conservancy District (the "District"), the Board of Water Works of Pueblo, Colorado (the "Board"), WITNESSETH:

RECITALS

A. The City, County, District and Board by Intergovernmental Agreement dated December 1, 1997 (the "Intergovernmental Agreement") established and created a separate legal entity known as the Historic Arkansas Riverwalk of Pueblo Authority (the "Authority") to promote, manage, supervise, operate, develop and maintain the public project known as the Historic Arkansas Riverwalk of Pueblo (the "HARP").

B. The Intergovernmental Agreement sets forth the powers and duties of the Authority which in part need to be clarified and amended and all parties are willing to amend the Intergovernmental Agreement as hereinafter set forth.

AGREEMENT

In consideration of the foregoing Recitals and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City, County, District and Board agree as follows:

1. Article III - Powers of the Authority, of the Agreement is hereby amended by the addition of the following new article 3.2 thereto:

3.2 The Authority shall maintain in good repair, and renovate, rebuild, and replace all public improvements within HARP including without limitation, all buildings, structures, waterways, waterfalls, statuary and exhibits, and shall insure upon completion such improvements against damage, injury, loss, theft, malicious mischief and vandalism in amounts not less than their full insurable value. For purposes hereof, "public improvements" include all improvements within HARP that are owned by the City of Pueblo or contracted by, through or for the City of Pueblo or works of art which the City of Pueblo has accepted. Public improvements excludes those owned by a private person or entity. The City agrees to assign to the Authority any warranties provided by contractors or artists for the public improvements covered by this agreement.

2. Article VII - Potable Water, of the Agreement is hereby amended by changing Article 7.4 to read as follows:

Article 7.4 Potable Water. Any potable water to be supplied by the Board to the HARP project will be furnished in accordance with the Board's then existing policies concerning potable water furnished to the City of Pueblo, its parks, buildings or facilities, except as set forth below. For the purposes of the Board's existing policies, the irrigated areas of the HARP project shall be construed to be and shall constitute a park 5 acres and larger. Potable water supplied for irrigation under Article 7.4 of this Agreement shall not exceed [4.5] 7.2 million gallons per annum and shall be supplied by the Board without rates, fees or other charges. Potable water shall be supplied from existing Board mains, and the Board shall not be responsible for extending said mains or service lines at its cost. Any such costs of extended mains or service lines shall be at the expense of the HARP project. Potable water use shall be metered and monitored by the City in the same manner as water furnished to City parks.

3. The Intergovernmental Agreement as amended by paragraphs 1 and 2 above shall remain in effect, binding upon and inuring to the benefit of the parties hereto, the Authority and HARP Council.

4. This Addendum No. 1 may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same agreement.

Executed in Pueblo, Colorado as of the day year first above written.

BOARD OF COUNTY COMMISSIONERS
OF PUEBLO COUNTY, COLORADO

PUEBLO, A MUNICIPAL CORPORATION

By: _____
Chairman of the Board

By: _____
President of the City Council

Attest: _____
County Clerk

Attest: _____
City Clerk

Approved as to form:

Thomas Boyd 6/7/00
City Attorney

PUEBLO CONSERVANCY DISTRICT

BOARD OF WATER WORK OF PUEBLO,
COLORADO

By: [Signature]

By: _____

Title: President

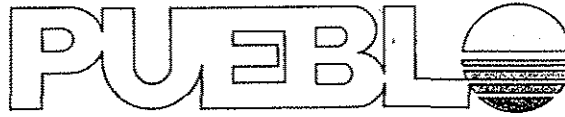
Title: _____

Attest: Patricia Kelly

Attest: _____

Title: Secretary

Title: _____



City of Pueblo

OFFICE OF THE CITY ATTORNEY
127 Thatcher Building
PUEBLO, COLORADO 81003

June 7, 2000

Board of Water Works of
Pueblo, Colorado
319 W. 4th Street
Pueblo, CO 81003

Pueblo Conservancy District
111 East 5th Street
Pueblo, CO 81003

Board of County Commissioners of
Pueblo County, Colorado
Pueblo County Courthouse
215 W. 10th Street
Pueblo, CO 81003-2992

Ladies and Gentlemen:

We enclose for your review and approval the foregoing:

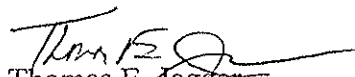
(a) Execution counterpart of Addendum No. 1 To The Intergovernmental Agreement Creating The Historic Arkansas Riverwalk of Pueblo Authority.

(b) Copy of City Council Background Memorandum explaining Addendum No. 1 and City Council Resolution approving Addendum No. 1 which will be placed on the Council's June 26, 2000 agenda.

After approval by your governing body and execution by appropriate officials, please forward to the City Clerk the executed counterpart of Addendum No. 1 and a copy to me.

Thanks for your cooperation. If you have any questions, please call me.

Very truly yours,


Thomas E. Jagger

/jp

Enclosures

xc: Gina Dutcher, City Clerk

Done - 7-11-00

orig. to City Clerk - 7-11-00

*Copy to Jagger
(via City Clerk) 7-11-00*

JUNE 26, 2000 AGENDA -
CITY COUNCIL BACKGROUND MEMORANDUM -
RESOLUTION APPROVING ADDENDUM NO. 1 TO THE
INTERGOVERNMENTAL AGREEMENT CREATING THE
HISTORIC ARKANSAS RIVERWALK OF PUEBLO AUTHORITY

The attached Resolution approves Addendum No. 1 To The December 1, 1997 Intergovernmental Agreement Creating the Historic Riverwalk of Pueblo Authority which amends the Intergovernmental Agreement as follows:

(a) clarifies that the Authority will maintain, renovate, rebuild, replace and insure all public improvements within HARP in order that the Authority may obtain appropriate insurance.

(b) increases the potable water supplied for irrigation by the Board of Water Works of Pueblo, Colorado without rates, fees or other charges from 4.5 million gallons to 7.2 million gallons per annum.

The Board of Water Works of Pueblo, Colorado has agreed to provide the additional potable water for irrigation purposes without charge and the HARP Authority Council has approved the clarification with respect to insurance.

RESOLUTION NO. _____

A RESOLUTION APPROVING ADDENDUM NO. 1 TO
THE INTERGOVERNMENTAL AGREEMENT CREATING
THE HISTORIC ARKANSAS RIVERWALK OF PUEBLO
AUTHORITY AND AUTHORIZING THE PRESIDENT OF
THE CITY COUNCIL TO EXECUTE SAME

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that:

SECTION 1.

Addendum No. 1 To The Intergovernmental Agreement Creating The Historic Arkansas
Riverwalk of Pueblo Authority, a copy of which is attached hereto, having been approved as to form
by the City Attorney, is hereby approved.

SECTION 2.

The President of the City Council is authorized to execute and deliver Addendum No. 1 in
the name of the City and the City Clerk is directed to affix the seal of the City thereto and attest same.

INTRODUCED: June 26, 2000

By _____
Councilperson

ATTEST:

APPROVED:

City Clerk

President of the City Council

THE PUEBLO CONSERVANCY DISTRICT<

ACCOUNTS PAYABLE - - -

August Accounts Payable to Approve 08-09-00

1868	G. Sandstrom	Directors Fee (Aug) (81)	55.41
1869	K. Farley	Directors Fee (Aug) (81)	55.41
1870	P. Kelly	Directors Fee (Aug) (81)	55.41
1871	Banner	Legal Fee (Aug) (80)	300.00
1872	Engineer Koester	Eng/Admin (Aug) (83)	400.00
		Rental of Stor and Mtg (97)	100.00
1873	MBKD, PC	Bookeepg Service (Jul) (90)	175.00
1874	Westplains Energy	Power at Runyon (105)	90.00
1875	Schuster Printing Co.	Stationary (96)	74.18

TOTAL \$ 1,305.41

THE PUEBLO CONSERVANCY DISTRICT<



740 Thatcher Bldg
P.O. BOX 916
Pueblo, CO 81002-0918
Phone (719) 543-0516
Fax (719) 544-2849

Pay

ACCOUNTANTS' COMPILATION REPORT

Board of Directors
The Pueblo Conservancy District
Pueblo, Colorado

We have compiled the accompanying balance sheet -general fund only of The Pueblo Conservancy District as of May 31, 2000 and December 31, 1999, and the related comparative statement of revenue and expenditures -- actual and budget -- general fund for the one month and five months ended May 31, 2000, and the twelve months ended December 31, 1999, in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants.

A compilation is limited to presenting in the form of financial statements information that is the representation of management. We have not audited or reviewed the accompanying financial statements and, accordingly, do not express an opinion or any other form of assurance on them.

Management has elected to omit substantially all of the disclosures required by generally accepted accounting principles. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the District's financial position and results of operations. Accordingly, these financial statements are not designed for those who are not informed about such matters.

McPherson, Breyfogle, Lichlyter & Daveline P.C.

June 5, 2000

EBLO CONSERVANCY DISTRICT
BALANCE SHEET - GENERAL FUND ONLY
MAY 31, 2000 AND DECEMBER 31, 1999

	<u>05/31/2000</u>	<u>12/31/1999</u>
ASSETS		
MINNEQUA CHECKING	\$ 17,447	\$ 42,835
MINNEQUA MONEY MARKET	3,246	3,225
BROKERAGE MONEY MARKET ACCOUNTS	56,921	54,129
MINNEQUA CERTIFICATE OF DEPOSITS	337,663	333,805
FNB COLORADO CERTIFICATE OF DEPOSIT	106,130	106,130
FIRST UNION CERTIFICATE OF DEPOSIT	100,000	-
COLOTRUST INVESTMENT	117,000	187,000
DAIN RAUCHER INVESTMENT	198,750	199,781
FIRST UNION INVESTMENT	98,656	198,562
PIPER JAFFRAY INVESTMENT	77,010	82,266
ACCRUED INTEREST	<u>18,068</u>	<u>18,068</u>
 TOTAL ASSETS	 <u>\$ 1,130,891</u>	 <u>\$ 1,225,801</u>
 LIABILITIES AND FUND EQUITY		
ACCOUNTS PAYABLE	\$ -	\$ 1,075
PAYROLL TAXES PAYABLE	<u>27</u>	<u>83</u>
 TOTAL LIABILITIES	 <u>27</u>	 <u>1,158</u>
 RESERVE FOR EMERGENCIES	 6,000	 6,000
DESIGNATED FOR SUBSEQUENT YEAR'S EXPENDITURES	113,840	93,540
UNDESIGNATED	<u>1,011,024</u>	<u>1,125,103</u>
 TOTAL FUND EQUITY	 <u>1,130,864</u>	 <u>1,224,643</u>
 TOTAL LIABILITIES AND FUND EQUITY	 <u>\$ 1,130,891</u>	 <u>\$ 1,225,801</u>

SEE ACCOUNTANTS' COMPILATION REPORT

PUEBLO CONSERVANCY DISTRICT
 COMPARATIVE STATEMENT OF REVENUE AND EXPENDITURES -
 ACTUAL AND BUDGET - GENERAL FUND
 FOR THE ONE AND FIVE MONTHS ENDED MAY 31, 2000
 AND THE TWELVE MONTHS ENDED DECEMBER 31, 1999

	ACTUAL				
	CURRENT MONTH	YEAR TO DATE	2000 BUDGET	UNUSED BUDGET	1999 ACTUAL
REVENUES					
INTEREST INCOME					
CERTIFICATES OF DEPOSIT	\$ 3,096	\$ 9,944	\$ -	\$ -	\$ 23,311
COLOTRUST	570	3,782	-	-	9,137
MONEY MARKET ACCOUNTS	250	944	-	-	3,709
DAIN RAUCHER	-	3,125	-	-	12,375
FIRST UNION	-	6,875	-	-	15,311
PIPER JAFFRAY	512	2,111	-	-	7,897
UNREALIZED GAINS (LOSSES)	371	(1,236)	-	-	(19,592)
TOTAL INTEREST INCOME	4,799	25,545	73,000	47,455	52,148
LEASE PAYMENTS	-	-	250	250	-
OTHER INCOME	3	28,087	-	(28,087)	3,600
TOTAL REVENUES	\$ 4,802	\$ 53,632	\$ 73,250	\$ 19,618	\$ 55,748
EXPENDITURES					
80 LEGAL FEES	\$ 300	\$ 1,500	\$ 3,600	\$ 2,100	\$ 3,600
81 DIRECTORS FEES	180	900	3,000	2,100	2,160
82 FICA TAXES	-	41	240	199	165
83 ENGINEER/ADMINISTRATIVE	400	2,000	4,800	2,800	4,800
90 AUDIT & BOOKKEEPING	175	700	2,100	1,400	2,100
92 INSURANCE/BONDS	3,256	3,256	500	(2,756)	500
96 OFFICE EXPENSE	-	-	650	650	604
97 OFFICE RENT	100	500	1,200	700	1,200
100 PROFESSIONAL FEES	-	430	5,000	4,570	4,619
103 TRAVEL	84	170	500	330	83
105 REPAIRS & MAINTENANCE	542	14,174	45,000	30,826	17,177
108 CONTINGENCIES	-	-	500	500	-
109 EMERGENCY REPAIR	-	20,000	20,000	-	-
110 CAPITAL IMPROVEMENTS	4,883	103,740	25,000	(78,740)	20,468
111 PLANNING & DEVELOPMENT	-	-	25,000	25,000	63
112 HARP - O & M	-	-	50,000	50,000	36,800
TOTAL EXPENDITURES	9,920	147,411	187,090	39,679	94,339
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	\$ (5,118)	\$ (93,779)	\$ (113,840)	\$ (20,061)	\$ (38,591)

SEE ACCOUNTANTS' COMPILATION REPORT

THE PUEBLO CONSERVANCY DISTRICT<

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TOTAL \$ 1,305.41

THE PUEBLO CONSERVANCY DISTRICT<

SPACCAMONTI EXCAVATING, INC.
1805 ASPEN CIRCLE
PUEBLO, CO 81006

PROGRESS BILLING

Application 1
Period 08/22/2000

Owner Pueblo Conservancy District
111 E. 5TH
Pueblo CO 81003

Job Location Clean up at Runyon Lake

Application For Payment On Contract

Original Contract.....	524.83
Net Change by Change Orders.....	
Contract Sum to Date.....	524.83
Total Complete to Date.....	524.83
 Total Retained.....	
Total Earned Less Retained.....	524.83
 Less Previous Billings.....	
Current Payment Due.....	524.83
 Balance on Contract.....	

Contractor's Certification of Work

The undersigned contractor certifies that, to the best of the contractor's knowledge, the work on the the above named job has been completed in accordance with the plans and specifications to the level of completion indicated on the attached schedule of completion.

Contractor George Li Date 8/22/00

Terms: Invoices are due and payable from the date of invoice. All overdue amounts will be charged a service charge of % per month. Please make checks payable to: SPACCAMONTI EXCAVATING, INC. .
Thank you for your prompt payment