

RECORD OF PROCEEDINGS

MINUTES OF THE REGULAR JANUARY MEETING OF THE
PUEBLO CONSERVANCY DISTRICT ON JANUARY 14, 2003

DIRECTORS PRESENT: Farley, Kelly and Sandstrom

ALSO PRESENT : Ray Koester and Don Banner

The meeting was called to order at 7:30 a.m. on the above date with a quorum, Gus Sandstrom Chairing.

The minutes for December were reviewed and approved by a unanimous vote, and the draft of the Treasurers report for December (and year 2002) was reviewed and approved to file, and the following January bills were approved for payment:

2237	G. Sandstrom	Directors Fees	\$ 55.41
2238	K. Farley	Directors Fee	55.41
2239	P. Kelly	Directors Fee	55.41
2240	Banner	Legal Fees	300.00
2241	Engineer Koester	Eng/Admin Fee	400.00
		Rental Fees	100.00
		Reimburseables	65.09
2242	MBDG, pc	Bookkeeping Service	200.00
2243	Aquila	Power at Runyon	90.00
2244	Beggs Safe & Lock	Locks & Keys	53.25
2245	City of Pueblo	2003 Sales Tax Fee	50.00
2246	City of Pueblo	Sales Tax due/Books	21.00
2247	U.S Treasury	4th Qtr FICA (941)	110.16

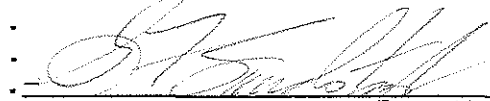
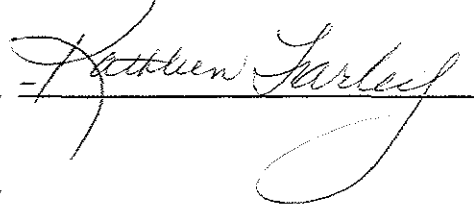
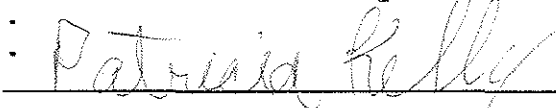
A report on sales and progress with distribution was made by Koester indicating sale of 80 books to date, with a few more at Chamber offices and HARP not turned in to the PCD.

Engineer Koester reported that NorthStar Engineering had prepared for HARP a legal description of supplemental PCD ownership near Lake Elizabeth that is outside the footprint of the Subdivision of HARP Filing No. 1, that they are requesting for use for parking. As quickly as the exact legal is known (about one-quarter acre), Attorney Banner will prepare an agreement statement with HARP regarding transfer of title to HARP as a non-cash contribution for year 2004 of the PCD.

Engineer Koester then presented a letter from the City of Pueblo Wastewater Department regarding their proposed construction of the relocation of an outfall sewer that now lies within the stream of the Arkansas River between Boulder Avenue and Santa Fe Avenue. The relocation will cause the City of rebuild the PCD maintenance road at their expense (now used as a bike/walk trail) for the Parks Department. Attorney Banner will remind the City Wastewater Department by a letter of communication, that the City needs to ask for and get approval of Easements and permission to use an expanded Trail easement along the south bank of the river for a major portion of the route.

There being no further business at this time, the meeting was adjourned at 7:50 a.m. with the next regular meeting to be Tuesday February 18, 2003 at 7:30 a.m. at this Districts Office at NorthStar Engineering.

APPROVED:

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THE PUEBLO CONSERVANCY DISTRICT

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

111 EAST FIFTH STREET
544-6823
PUEBLO, COLORADO

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

NOTICE OF FEBRUARY MEETING

DATE : FEBRUARY 18, 2003 (TUESDAY) at 7:30 a.m.

PLACE : At NorthStar Engineering Conference Room
(PCD Office)
111 East 5th Street

A G E N D A

1. Roll Call
2. Approval of Minutes of January meeting
3. Treasurers Report for January 2003 (if available)
 - a. Accept reports
 - b. Approve bills for February
4. Old Business-
 - a. Update on HARP History, marketing etc.
 - b. Update on land transfer to HARP at Lake Elizabeth
5. New Business -
7. Set date for March meeting.
8. Adjourn.

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 THE PUEBLO CONSERVANCY DISTRICT:

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ACCOUNTS PAYABLE - - - -

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 FebruaryAccounts Payable to Approve 02-18-03<

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2248	G. Sandstrom	Directors Fee (Feb) (81)	55.41
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2249-2255 VOID

2256	K. Farley	Directors Fee (Feb) (81)	55.41
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2257	P. Kelly	Directors Fee (Feb) (81)	55.41
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2258	BBK&O (Banner)	Legal Fee (Feb) (80)	300.00
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2259	Engineer Koester	Eng/Admin (Feb) (83)	400.00
		Rental of Stor and Mtg (97)	100.00

2260	MBDG, PC	Bookeepg Serv (Jan) (90)	200.00
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2261	AQUILA	Power at Runyon (105)	90.00
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2262	U.S. Treasury	Adj. to 2nd qtr Form 941 (82)	18.26
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PAYABLE TOTAL \$1,214.92



McPherson,
Breyfogle,
Daveline &
Goodrich, P.C.
Certified Public Accountants

740 Thatcher Building
P. O. BOX 918
Pueblo, CO 81002-0918
Phone (719) 543-0516
Fax (719) 544-2849

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 January 31, 2003 and December 31, 2001, and the related comparative statement of revenue and expenditures – actual and budget – general fund for the one month and one month ended January 31, 2003, and the twelve months ended December 31, 2002, 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, Daveline & Goodrich P.C.

January 31, 2003

PUEBLO CONSERVANCY DISTRICT
BALANCE SHEET - GENERAL FUND ONLY
JANUARY 31, 2003 AND DECEMBER 31, 2002

	<u>1/31/03</u>	<u>12/31/02</u>
ASSETS		
VECTRA BANK CHECKING	\$ 6,345	\$ 6,407
VECTRA BANK MONEY MARKET	6,190	2,057
BROKERAGE MONEY MARKET ACCOUNTS	23,546	23,546
VECTRA BANK CERTIFICATE OF DEPOSITS	358,553	358,553
FNB COLORADO CERTIFICATE OF DEPOSIT	106,000	106,000
COLOTRUST INVESTMENT	145,000	145,000
DAIN RAUCHER INVESTMENT	-	-
WACHOVIA SECURITIES INVESTMENT	208,744	208,744
PIPER JAFFRAY INVESTMENT	270,135	270,135
ACCRUED INTEREST	15,293	15,293
BOOK INVENTORY	<u>6,460</u>	<u>7,229</u>
 TOTAL ASSETS	 <u>\$ 1,146,266</u>	 <u>\$ 1,142,964</u>
 LIABILITIES AND FUND EQUITY		
ACCOUNTS PAYABLE	\$ -	\$ 286
PAYROLL TAXES PAYABLE	<u>13</u>	<u>110</u>
 TOTAL LIABILITIES	 <u>13</u>	 <u>396</u>
 RESERVE FOR EMERGENCIES	 6,000	 6,000
DESIGNATED FOR SUBSEQUENT YEAR'S EXPENDITURES	74,090	96,840
UNDESIGNATED	<u>1,066,163</u>	<u>1,039,728</u>
 TOTAL FUND EQUITY	 <u>1,146,253</u>	 <u>1,142,568</u>
 TOTAL LIABILITIES AND FUND EQUITY	 <u>\$ 1,146,266</u>	 <u>\$ 1,142,964</u>

SEE ACCOUNTANTS' COMPILATION REPORT

PUEBLO CONSERVANCY DISTRICT
COMPARATIVE STATEMENT OF REVENUE AND EXPENDITURES -
ACTUAL AND BUDGET - GENERAL FUND
FOR THE ONE AND ONE MONTHS ENDED JANUARY 31, 2003
AND THE TWELVE MONTHS ENDED DECEMBER 31, 2002

	ACTUAL				
	CURRENT MONTH	YEAR TO DATE	2003 BUDGET	UNUSED BUDGET	2002 ACTUAL
REVENUES					
INTEREST INCOME					
CERTIFICATES OF DEPOSIT	\$ 1,701	\$ 1,701	\$ 30,000	\$ 28,299	\$ 24,600
COLOTRUST	439	439	8,000	7,561	3,218
MONEY MARKET ACCOUNTS	-	-	4,000	4,000	490
DAIN RAUCHER	-	-	-	-	521
FIRST UNION	-	-	12,000	12,000	11,667
PIPER JAFFRAY	2,491	2,491	6,000	3,509	13,232
UNREALIZED GAINS (LOSSES)	-	-	-	-	2,645
TOTAL INTEREST INCOME	4,631	4,631	60,000	55,369	56,373
LEASE PAYMENTS	-	-	500	500	-
OTHER INCOME	1,000	1,000	8,000	7,000	600
COST OF SALES	(769)	(769)	(4,000)	(3,231)	(461)
TOTAL REVENUES	\$ 4,862	\$ 4,862	\$ 64,500	\$ 59,638	\$ 56,512
EXPENDITURES					
80 LEGAL FEES	\$ 300	\$ 300	\$ 3,600	\$ 3,300	\$ 3,600
81 DIRECTORS FEES	180	180	3,000	2,820	2,340
82 FICA TAXES	-	-	240	240	179
83 ENGINEER/ADMINISTRATIVE	400	400	4,800	4,400	4,800
90 AUDIT & BOOKKEEPING	-	-	2,100	2,100	2,400
92 INSURANCE/BONDS	-	-	2,000	2,000	1,878
96 OFFICE EXPENSE	4	4	650	646	381
97 OFFICE RENT	100	100	1,200	1,100	1,200
100 PROFESSIONAL FEES	50	50	5,000	4,950	4,740
103 TRAVEL	-	-	500	500	-
105 REPAIRS & MAINTENANCE	143	143	45,000	44,857	10,040
108 CONTINGENCIES	-	-	500	500	-
109 EMERGENCY REPAIR	-	-	20,000	20,000	-
110 CAPITAL IMPROVEMENTS	-	-	25,000	25,000	-
111 PLANNING & DEVELOPMENT	-	-	25,000	25,000	-
112 HARP - O & M	-	-	-	-	55,000
113 SALES TAX	-	-	-	-	21
TOTAL EXPENDITURES	1,177	1,177	138,590	137,413	86,579
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	\$ 3,685	\$ 3,685	\$ (74,090)	\$ (77,775)	\$ (30,067)

SEE ACCOUNTANTS' COMPILATION REPORT



740 Thatcher Building
P. O. BOX 918
Pueblo, CO 81002-0918
Phone (719) 543-0516
Fax (719) 544-2849

ACCOUNTANTS' COMPILATION REPORT

Board of Directors
The Pueblo Conservancy District
Pueblo, Colorado

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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, Daveline & Goodrich PC

January 18, 2003

PUEBLO CONSERVANCY DISTRICT
BALANCE SHEET - GENERAL FUND ONLY
DECEMBER 31, 2002 AND DECEMBER 31, 2001

	<u>12/31/02</u>	<u>12/31/01</u>
ASSETS		
VECTRA BANK CHECKING	\$ 6,407	\$ 5
VECTRA BANK MONEY MARKET	2,057	5,479
BROKERAGE MONEY MARKET ACCOUNTS	23,546	190,501
VECTRA BANK CERTIFICATE OF DEPOSITS	358,553	349,875
FNB COLORADO CERTIFICATE OF DEPOSIT	106,000	100,000
COLOTRUST INVESTMENT	145,000	150,000
DAIN RAUCHER INVESTMENT	-	100,375
WACHOVIA SECURITIES INVESTMENT	208,744	207,035
PIPER JAFFRAY INVESTMENT	270,135	52,905
ACCRUED INTEREST	15,293	16,807
BOOK INVENTORY	<u>7,229</u>	<u>-</u>
 TOTAL ASSETS	 <u>\$ 1,142,964</u>	 <u>\$ 1,172,982</u>
 LIABILITIES AND FUND EQUITY		
ACCOUNTS PAYABLE	\$ 286	\$ 265
PAYROLL TAXES PAYABLE	<u>110</u>	<u>82</u>
 TOTAL LIABILITIES	 <u>396</u>	 <u>347</u>
 RESERVE FOR EMERGENCIES	 6,000	 6,000
DESIGNATED FOR SUBSEQUENT YEAR'S EXPENDITURES	96,840	96,840
UNDESIGNATED	<u>1,039,728</u>	<u>1,069,795</u>
 TOTAL FUND EQUITY	 <u>1,142,568</u>	 <u>1,172,635</u>
 TOTAL LIABILITIES AND FUND EQUITY	 <u>\$ 1,142,964</u>	 <u>\$ 1,172,982</u>

SEE ACCOUNTANTS' COMPILATION REPORT

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
12/04/2002

PRODUCER (719)544-1111 FAX
Peoples Insurance Agency, Inc.
PO Box 8210
Pueblo, CO 81008

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED Spaccamonti Excavating
1805 Aspen Circle
Pueblo, CO 81006

INSURER A: American Casualty
INSURER B: Transportation
INSURER C: Pinnacle Assurance
INSURER D:
INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	C 1043647121	12/01/2002	12/01/2003	EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$ 100,000
	☐ CLAIMS MADE ☒ OCCUR				MED EXP (Any one person) \$ 5,000
					PERSONAL & ADV INJURY \$ 1,000,000
					GENERAL AGGREGATE \$ 2,000,000
					PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY	C 1056451732	12/01/2002	12/01/2003	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO				BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	☒ SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	☒ HIRED AUTOS				
	☒ NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	☐ ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
B	EXCESS LIABILITY	C 1044861654	12/01/2002	12/01/2003	EACH OCCURRENCE \$ 1,000,000
	☒ OCCUR ☐ CLAIMS MADE				AGGREGATE \$ 1,000,000
	☐ DEDUCTIBLE				\$
	☒ RETENTION \$ 10,000				\$
					\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	4058548	07/01/2002	07/01/2003	WC STATUTORY LIMITS \$
					E.L. EACH ACCIDENT \$ 1,000,000
					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
					E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	OTHER SCHEDULED EQUIPMENT LEASED OR RENTED EQUIP	C1043647121	12/01/2002	12/01/2003	\$895,700 \$600,000 per Occurrence \$1,500,000 Aggregate

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

2% or \$5,000 minimum deductible on Scheduled & Leased or Rented Equipment

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER

CANCELLATION

Ray Koester
115 E. 5th St.
Pueblo, CO 81003

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Tom Ratzlaff/SERENA

Tom Ratzlaff

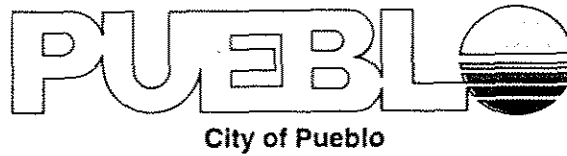
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 THE PUEBLO CONSERVANCY DISTRICT:

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 ACCOUNTS PAYABLE - - - -

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 January Accounts Payable to Approve 01-14-03<

2237	G. Sandstrom	Directors Fee (Jan) (81)	55.41
2238	K. Farley	Directors Fee (Jan) (81)	55.41
2239	P. Kelly	Directors Fee (Jan) (81)	55.41
2240	BBK&O (Banner)	Legal Fee (Jan) (80)	300.00
2241	Engineer Koester	Eng/Admin (Jan) (83)	400.00
		Rental of Stor and Mtg (97)	100.00
		Reimburseables-Scott's (96)	28.09
		Postmaster (96)	37.00
2242	MBDG, PC	Bookeepg Serv (Dec) (90)	200.00
2243	AQUILA	Power at Runyon (105)	90.00
2244	Beggs Safe & Lock	Locks & keys (105)	53.25
2245	City of Pueblo	Sales Tax Li Fee 2003 (113)	50.00
2246	City of Pueblo	Sales Tax Due on 2002 sales	21.00
2247	U.S. Treasury	4th Quarter FICA Form 941 (82)	110.16

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 PAYABLE TOTAL \$1,444.91



WASTEWATER DEPARTMENT

January 2, 2003

Mr. Ray Koester, District Engineer
Pueblo Conservancy District
c/o Northstar Engineering & Surveying Inc.
111 East 5th Street
Pueblo, CO 81003

Dear Mr. Koester:

When we met in the summer of 2002, we briefly discussed a planned project to rehabilitate the 30-inch sanitary sewer main in the Arkansas River between 4th Street and Interstate Highway 25. This line lies within property normally controlled by the Pueblo Conservancy District. The City has engaged Black & Veatch Corporation to assist in developing plans and specifications for this project, and the plans have progressed to the point where I can provide some useful planning information to the Conservancy District.

By way of background, the City completed construction of a 30-inch sanitary sewer interceptor line located in the Arkansas River channel bed in 1957. This line runs along the south side of the channel from Prairie Avenue to Interstate Highway 25. A portion of this interceptor, from 4th Street to Interstate Highway 25, was constructed of tar-lined corrugated metal pipe (CMP) that is badly deteriorated and is in danger of failure.

The U.S. Army Corps of Engineers is beginning a project to improve the Arkansas River channel for fishery uses. This project will create a series of pools that will both serve as a fish ladder and provide for recreational boating. The City of Pueblo's Legacy Project will develop recreational amenities along the Arkansas River. Many of these amenities, including a planned boating course, will overlap the area through which the sanitary sewer interceptor runs.

The planned project will replace the existing 30-inch corrugated metal pipe sanitary sewer line from the Aquila diversion structure just east of 4th Street to the location where the river crosses under I-25. The existing 30-inch corrugated metal pipe will be replaced with a 36-inch polyvinyl chloride (PVC) line located further to the south so that the interceptor will lie in the south bank of the river rather than in the river itself. Replacing the sewer interceptor will protect the environment and the recreational amenities developed as part of the Legacy Project, protect against sewage spills, and move the interceptor out of the river channel. The new line will also provide increased capacity in the interceptor to serve future development in the southwest quarter of the City. In addition, the existing bicycle path will be replaced with a more substantial multi-use trail that can support the weight of large vehicles used to maintain the sanitary sewer line.

The project is complex, requiring extensive engineering and geotechnical work to design a new alignment, replace existing structures, and develop methods to carry out the work in the river channel without causing a sewage spill. Construction should begin in November 2003 in order to complete the project early enough to avoid interfering with the Corps of Engineers' work. In order to provide contractors time to order materials and mobilize for the project, the project must be advertised in April 2003.

I hope you will find that the information contained in this letter to be of use to the Conservancy District's Board of Directors. Please feel free to contact me at 544-3453 if you need further information. Thank you.

Sincerely,

A handwritten signature in cursive script, appearing to read "Gene Y. Michael".

Gene Y. Michael
Wastewater Director

THE PUEBLO CONSERVANCY DISTRICT

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

111 EAST FIFTH STREET
544-6823
PUEBLO, COLORADO

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

NOTICE OF JANUARY MEETING

DATE : JANUARY 14, 2003 (TUESDAY) at 7:30 a.m.

PLACE : At NorthStar Engineering Conference Room
(PCD Office)
111 East 5th Street

- A G E N D A -

1. Roll Call
2. Approval of Minutes of December meeting
3. Treasurers Report for December 2002
 - a. Accept reports
 - b. Approve bills for January
4. Update on HARP History, marketing etc.
5. New Business -
7. Set date for February meeting.
8. Adjourn.

pcd00.bud

THE PUEBLO CONSERVANCY DISTRICT

2 0 0 3 BUDGET

	2001 Actual	2002 Budget	Est. 2002 Rev. & Exp.	2003 BUDGET
REVENUES				
Interest:	\$ 72,936	\$ 75,000	\$ 65,000	\$ 60,000
Leases, Books, Other	0	250	0	8,500
TOTAL REVENUES	\$ 72,936	\$ 75,250.	\$ 65,000.	\$ 68,500.
EXPENDITURES				
Directors Fees	\$ 2,160	\$ 3,000	\$ 2,430	\$ 3,000
FICA Taxes	164	240	62	240
Legal Fees	3,600	3,600	3,600	3,600
Eng, Adm & Stor	4,800	4,800	4,800	4,800
Audit & Bkpg Fees	1,925	2,100	2,100	2,100
Insurance & Bonds	1,886	500	1,878	2,000
Office Exp.	262	650	330	650
Office Rent	1,200	1,200	1,200	1,200
Professional Fees	4,104	5,000	4,635	5,000
Travel	346	500	0	500
Repairs & Mainten.	19,598	25,000	9,200	45,000
Contingencies	0	500	0	500
Emerg. Flood Repairs	0	20,000	0	20,000
Capital Improvements	0	25,000	0	25,000
Planning & Devel.	0	25,000	0	25,000
HARP O & M	50,000	55,000	55,000	0
History Book Pub.	0	0	6,380	4,000
TOTAL EXPENDITURES	\$ 90,055.	\$172,090.	\$ 91,185.	\$142,590.
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES (\$17,119.) (\$96,840) (\$26,185) (\$74,090)				
BEGINNING RESERVE FUND BALANCE	\$1,189,225.	\$1,171,843	\$1,171,843.	\$1,124,473
ENDING RESERVE FUND BALANCE	\$1,171,843	\$1,075,003	\$1,124,473.	\$1,050,383

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B U D G E T M E S S A G E<

The budget includes the anticipated source of revenues, being revenues from interest on certificates of deposit and other investments as well as leasehold revenues. The budget includes the anticipated expenses by the Pueblo Conservancy District for capital improvements, emergency flood repairs, routine repairs and maintenance, engineering, legal and administrative fees, as well as other anticipated expenses. The Pueblo Conservancy District was created by special statutory legislation for the purpose of constructing and maintaining a river levee system to protect the city and county of Pueblo from flooding on the Arkansas River. The District is no longer a taxing entity and derives its operational funds from reserve fund investments. The board of directors of the Pueblo Conservancy District supervises those repairs, maintenance and capital improvements necessary to maintain the levee. For Amendment 1 and all other purposes, expenditures by the district for capital improvements, emergency flood repairs and the first \$45,000 each year for repairs and maintenance, may be expended from reserve fund balances. All other expenditures of the district shall be expended from income.

Certified to be the Year 2003 BUDGET adopted by THE PUEBLO CONSERVANCY DISTRICT on November 12, 2002.

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DEPARTMENT OF COMMUNITY DEVELOPMENT
CITY OF PUEBLO

November 26, 2002

NOTICE OF HEARING FOR A STREET VACATION

WHOM IT MAY CONCERN:

Take notice that at 3:30 P.M., on the 11th day of December, 2002, in the City Council Chambers, 2nd Floor, City Hall, Pueblo, Colorado, the Planning and Zoning Commission of Pueblo will hold a hearing for a street vacation in the City of Pueblo, County of Pueblo, and State of Colorado, legally described as:

A parcel of land located in the southwest ¼ of Section 36, Township 20 South, Range 65 West, of the 6th Principal Meridian, City of Pueblo, County of Pueblo, State of Colorado,

and more commonly known as:

A portion of Church Place between Bates Lane and Main Street.

NOTE: A full legal description of the property affected is on file in the Department of Community Development.)

Any person may appear before the said Planning and Zoning Commission at the time and place stated above to be heard on the proposed vacation of a street.

After recommendation by the Planning and Zoning Commission, an ordinance vacating a street will be considered by the City Council at a public hearing. Notice of the public hearing before the City Council will be published in the Pueblo Chieftain at least ten (10) days prior to the hearing. Any interested person may appear and be heard at such public hearing and may call the Department of Community Development for the time and date of such public hearing.



Glynis A. Jordan, AICP
Land Use Administrator
543-6006

MESSAGE CONFIRMATION

01/09/03 15:18
ID=NORTHSTAR ENGINEERING

DATE	S,R-TIME	DISTANT STATION ID	MODE	PAGES	RESULT
01/09	01'12"	BOARD OF WATER W	CALLING	02	OK 0000

01/09/03 15:16 NORTHSTAR ENGINEERING → 5840279 NO.031 001

BOARD OF WATER WORKS OF PUEBLO, COLORADO VENDOR INFORMATION FORM

Fax completed form to (719) 584-0279 / Phone: (719) 584-0216
or mail Attn: Accounting Dept., P.O. Box 400, Pueblo, CO 81002-0400

Company Name:	<u>PUEBLO CONSERVANCY DISTRICT</u>	☐ 1099 Required
☒ Corporation	☐ Partnership	☐ Sole Proprietorship
☐ Limited Liability	☐ Other:	
☒ Federal Tax ID Number:	<u>84-6002-606</u>	☐ Social Security Number:

Remittance Address:	<u>P.O. Box 234</u>		
City:	<u>PUEBLO</u>	State:	<u>CO</u>
Zip:	<u>81002</u>		
Phone: ()	Fax #: ()	Email Address:	
Person(s) to contact concerning payments:			
Name:	<u>RAY KOESTER</u>	Title:	<u>DISTRICT ADMINISTRATOR</u>
Phone:	<u>(541) 6823</u>		

Payment Terms:			
Due date:	_____ days after invoicing	Discount:	_____ % order discount
as by the _____ day of the month		% if paid within _____ days of invoicing	



Board of Water Works of Pueblo, Colorado

319 W. 4th Street • P.O. Box 400 • Pueblo, Colorado 81002-0400 • 719/584-0250

PUEBLO CONSERVANCY DIST
ATTN: ACCOUNTS RECEIVABLE
111 E 5TH ST
PUEBLO CO 81003

January 6, 2003

The Board of Water Works of Pueblo, Colorado is upgrading our purchasing system to a Software program that requires additional vendor information.

*To ensure your vendor file is set up properly for purchasing and payment remittance, please Take a moment to complete the enclosed **Vendor Information Form and IRS W-9, Request for Taxpayer Identification Number and Certification** and return to us by mail or fax no later than January 20, 2003.*

Transactions for the Board of Water Works will be processed using a purchase order number. Vendors will be required to reference the P.O. number on all shipping labels, packing slips and invoices to ensure prompt payment.

Also, we request you verify that your records show our invoicing address as:

Board of Water Works
Attn: Accounts Payable
PO Box 400
Pueblo CO 81002-0400
Fax: (719)584-0279

Thank you for your cooperation. If you have questions, please do not hesitate to contact me at (719)584-0216.

Sincerely,

Jacque Beauvais
Accounts Payable Tech

Enclosures

BOARD OF WATER WORKS OF PUEBLO, COLORADO
VENDOR INFORMATION FORM

Fax completed form to (719) 584-0279 / Phone: (719) 584-0216
or mail Attn: Accounting Dept., P.O. Box 400, Pueblo, CO 81002-0400

Company Name: <u>PUEBLO CONSERVANCY DISTRICT</u>	☐ 1099 Required
☒ Corporation ☐ Partnership ☐ Sole Proprietorship ☐ Limited Liability ☐ Other:	
☒ Federal Tax ID Number: <u>84-6002-806</u> ☐ Social Security Number:	

Remittance Address: <u>P.O. Box 234</u>		
City: <u>PUEBLO</u>	State: <u>CO</u>	Zip: <u>81002</u>
Phone: ()	Fax #: ()	Email Address:
Person(s) to contact concerning payments:		
Name: <u>RAY KOESTER</u>	Title: <u>DISTRICT ADMINISTRATOR</u>	Phone: <u>(844) 6823</u>

Payment Terms:	
Due date: _____ days after invoicing	Discount: _____ % order discount
or by the <u>5th</u> day of the month	_____ % if paid within _____ days of invoicing

Purchasing Address: <u>111 E. 5TH ST.</u>		
City: <u>PUEBLO</u>	State: <u>CO</u>	Zip: <u>81003</u>
Minimum purchase required (if applicable):		
Phone: <u>(524) 6823</u>	Fax #: <u>(719) 544-6825</u>	Email Address: <u>NA</u>
Person to contact concerning purchases:		
Name: <u>RAY KOESTER</u>	Title: <u>ADMIN.</u>	Phone: <u>(719) 544-6823</u>

Bid Address:		
City:	State:	Zip:
Phone: ()	Fax #: ()	Email Address:
Person to contact concerning bid requests:		
Name:	Title:	Phone: ()

Raymond D. Koester, District Administrator 01-29-03
Authorized Signature & Title Date

**Request for Taxpayer
Identification Number and Certification**

Give form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	Name PUEBLO CONSERVANCY DISTRICT	
	Business name, if different from above	
	Check appropriate box: ☐ Individual/ Sole proprietor ☒ Corporation ☐ Partnership ☐ Other DISTRICT ☒ Exempt from backup withholding	
	Address (number, street, and apt. or suite no.) 111 E. 5TH ST.	Requester's name and address (optional)
	City, state, and ZIP code PUEBLO CO. 81003	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 2.

Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

Social security number								
or								
Employer identification number								
81460102506								

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 2.)

Sign Here	Signature of U.S. person Raymond D. Kartin	Date 01-29-03
-----------	---	----------------------

Purpose of Form

A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

If you are a foreign person, use the appropriate Form W-8. See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 30% of such payments after December 31, 2001 (29% after December 31, 2003). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

- You do not furnish your TIN to the requester, or
- You do not certify your TIN when required (see the Part II instructions on page 2 for details), or
- The IRS tells the requester that you furnished an incorrect TIN, or
- The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions on page 2 and the separate Instructions for the Requester of Form W-9.

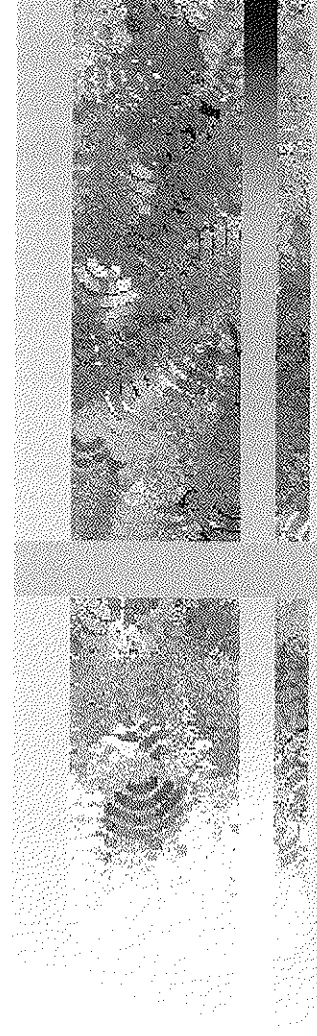
Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.



HARP Foundation

Thomas Phelps Creek Campaign

The next phase

Campaign Mission

- **Double the length of HARP**
- **Restore a natural beauty and open expanse**
- **Integrate Runyon Lake, Runyon Sports Complex and HARP**
- **Keep momentum of HARP Project**
- **Beautification of Key Area**

Campaign Features

- **Passageway Entrance Restoration**
- **I-25 Beautification**
- **Restoration of Thomas Phelps Creek**
- **Interactive Feature: footbridges, thematic / historic projects**
- **Linkage to Runyon Sports Complex**
- **General Amenities: picnic tables, restrooms**

Funding Sources

- **Individuals**
- **Foundations**
- **Corporations**
- **Public Grants**
- **HARP Family Giving Plan**

Fundraising Goal = \$4 Million

• Creek Restoration	\$1.5 million
• Passageway Entrance	\$.5 Million
• I-25 Beautification	\$.5 Million
• Runyon Complex Inter-link	\$.5 Million
• <u>Amenities/ Misc.</u>	<u>\$ 1 Million</u>
• Total	\$ 4 Million

Action Steps

- **Formal Approval From**
 - **Harp Foundation**
 - **Harp Authority**
 - **City Council**
 - **County Commissioners**
 - **Conservancy District**
- **Finalize Campaign Plans**
- **Acquire Mop Yard Property**
- **Commence Campaign**

Timeframe

- **Capital Campaign**
 - **Commence October 1, 2001**
 - **Completion December 30, 2004**

MAHATMA GANDHI

CENTER FOR PEACE AND NONVIOLENCE

Volume No.1

Issue No.1

NEWSLETTER

PEACE CENTER

GOALS

1. *Promote peace in our community.*
 - a. *Coordinate peace efforts in the schools and the community.*
 - b. *Coordinate efforts with state, national and international peace initiatives.*
2. *Assist peace efforts through mediation and conciliation.*
3. *Provide a haven where peaceful dialogue and reflection can flourish.*

MISSION STATEMENT: to become a source, repository and well-spring of those ideas that bring about a respect for all humans so that: dialogue replaces violence, understanding replaces hatred, and compassion replaces condemnation.

PEACE CENTER HISTORY

The first meeting of a The Mahatma Gandhi Center for Peace and Nonviolence was held in May 1997 at Pueblo Community College, Pueblo, CO. Participants included members of the business, service agencies, school and church communities. Community resources, issues and needs relating to building a more peaceful community were identified. These components were the basis for the formation of **Peace Center Committees**. Each committee will formulate their own objectives compatible with the goals of the center. The committees which will serve as the wings for the peace center's mission are:

1. Promotion and Communication
2. Adult Peace Action
3. Youth Peace Action
4. Finance
5. Human Rights

Meetings will be held the first Wednesday of each month at

~~Western State Middle School~~
~~(Media Center - Peace Center)~~

Pueblo, Colorado.

Barkman Library

PEACE

Please sign up for the newsletter

MAHATMA GANDHI CENTER FOR PEACE AND NONVIOLENCE

EVENTS CALENDAR

"Nonviolence is not a garment to be put on and off at will. Its seat is in the heart and it must be an inseparable part of our very being." Mahatma Gandhi

August 1996	Two Catholic Priests killed in Pueblo Human Rights Curriculum, <i>The Power of Peace and Nonviolence</i> developed for School Dist. No. 60.
January 1997	<i>Power of Peace and Nonviolence</i> introduced into the Pueblo County Schools
February 27, 1997	Awards Ceremony, Tom Sutherland, guest speaker, Dist. No. 60 Co-sponsored
August 1997	Community Peace Center Needs Assessment Meeting, PCC
September 1997	Monthly peace center meetings begin. Goal: Promote peace and nonviolence in schools and community.
March 1998	Officers elected, by-laws written and filed with the Colorado Secretary of State
May 1998	SPECTRUM OF PEACE student exhibit, Centennial High School (approx. 1/3 schools participated)
October 1998, 1999	Flotilla of Peace, Nature Center
February 1999	501 (3) (C) Status granted - Mahatma Gandhi Center for Peace & Nonviolence
February 27, 1999	A DAY WITH ARUN GANDHI, Pueblo Community College
April 21, 1999	A NIGHT OF LIGHT- Columbine School, Littleton, CO - Community activity
June 10, 1999	OPEN FORUM - Parents, students, teachers & community-Dist. 60 Ad Bldg.
September 1999	COPAA partnership Gandhi Peace Garden and Pond (June 2002 completion)
November 16, 1999	A sponsor of Bud Welch, father of Oklahoma City Bombing Victim
January-May 2000	Proposed student reading, writing and peace garden art design project
March 2000	Sponsor Craig Keilburger, Teen founder of Free the Children School assembly scheduling

THE POWER OF PEACE AND NONVIOLENCE CURRICULUM

Dr. Mary Ann Roldan

The Power of Peace and Nonviolence Curriculum is designed primarily for instruction with students in grades four through eight. However, the curriculum contains biographical sketches of six famous human rights promoters. The accompanying motivational activities can be used at all grade levels. At the lower grades, the teacher can read the sketches aloud, conduct discussions and help the students develop positive attitudes, gain new problem solving skills and produce a meaningful product based on the information contained in the document. At the upper grades, the content can be read by the students and discussed with classmates. The students can then participate in a variety of activities suggested in the unit of study.

Included in the unit are many activities labeled, "Adaptable Activities". These activities are extensions for interactive learning between the students and the teacher. They are included to develop higher level thinking skills as well as to generate classroom discussions and extend literacy activities. The unit activities address several Academic Content Standards upon which students are assessed in school. The Language Arts, Social Studies and Arts Standards are most evident throughout the unit of study. However, the instructional activities in *The Power of Peace and Nonviolence Curriculum* need not be limited to those standards. Under the direction of the classroom teacher, the unit's content can stimulate further research, develop a deeper appreciation of human diversity, instill a sense of unity and develop a greater tolerance of individual differences. It can be a proactive and useful tool in acquiring a better understanding of human rights and the dignity of all people.

This teaching resource unit was developed to expand the students' awareness of peace and nonviolence in a world community needing peaceful and nonviolent solutions to complex problems.

Mahatma Gandhi Center For Peace And Nonviolence
P.O. Box 11336, Pueblo, CO 81001

Board of Directors
2000 - 2002

President: Dr. Mary Ann Roldan, Founder Gandhi Peace Center, Former School Administrator, Educational Leadership Consultant & Special School Project Coordinator, State President The Delta Kappa Society International; Vice President, American Association of University Women (AAUW), Catholic Diocese Pastoral Board, Past President of the Rocky Mountain Council of Boy Scouts.

Vice-President: Mrs Kelly Anaya, Private School Teacher at McClelland School

Secretary: Mrs. Doris Kester, Retired School Teacher, Part Time Employee at Southern Colorado Community Foundation, Library Board District Board Member, Girl Scouts of America Board Member, Member AAUW, & Delta Kappa Gamma Society International

Treasurer: Mrs. Nanette Sarper, Health Service Provider, Yoga Instructor

Other Board Members

Dr. Ashok Patel: Board-Certified Allergist, Founder and First Treasurer of the Gandhi Peace Center, Member of Rocky Mountain Council of Boy Scouts

Mrs. Mary Keilbach: Homemaker and Representative of the Community of St. Anthony

Mrs. Flo Lenhart: School District No. 60 Literacy Director, Delta Kappa Gamma Society International

Ms. Jane Rawlings: Pueblo Chieftain Technology Editor, Member Southern Colorado Community Foundation, Gandhi Peace Center's First Vice-President

Mr. Toby Romero: School District No. 60 School Teacher

Mr. Michael Wenzl: Realtor & Broker Associate, Gandhi Peace Center's Peace Garden Chairman

Never doubt that a small group of committed citizens can change the world for it is the only thing that ever has.

Margaret Meade

The Mahatma Gandhi Peace Garden

An opportunity to create this
right now.

Mission Statement

The purpose of The Peace Garden is to connect our community with nature by creating a calm and quiet setting in a way for people and nature to co-exist in a peaceful environment. By focusing, a feeling of warmth and comfort may be attained by creating, preserving, and enhancing the flora and fauna in this area and by raising the awareness of those who visit this habitat by providing information and through interpretive programs. This garden is designed to be accessible for all.

Location And Description

This land rests on the northeast edge of Runyon Lake in Pueblo, CO. The area is approximately 2 acres including a 1/3 acre pond. The land is bordered to the west and south by the river trail. It is bordered to the north and east by an access road, a parking lot and a sidewalk accessing the river trail. This land is generally flat and it is currently comprised of native grasses, prickly-pear cactus and a small variety of indigenous trees. The pond is sustained by rain water. It is surrounded by land and it has no form of drainage other than seepage. This pond is presently stagnant with moss and algae growing in the water. (1st Drawing)

Habitat Enhancement

With aeration the pond will be able to support all forms of aquatic life. This can be accomplished by placing a water intake line at the base of the levee at Thomas Phelps Creek and running this line to the east end of the pond. This water may be aerated by allowing it to flow over a cascading waterfall made of flagstone or similar material. A channel can be made at the west end of the pond to return the water back to the creek. (2nd Drawing)

Doing this supports the introduction of frogs, turtles, and ornamental fish as well as for plants growing in and around the water such as water lilies, horsetail, burdock, and ferns. The addition of a gently sloping path leading to the pond and a platform at the waters edge will allow people to connect with the life that this pond has to offer without disturbing the habitat.

Other enhancements of the surroundings will be through the placement of bird houses and feeders as well as bat and butterfly sanctuaries and a natural beehive. A children's area with a sand box and some boulders is also planned. Several trees are either diseased or dead and need to be removed.

Main Pathway

The main pathway varies from 5 to 10 feet wide and it is made up of 6 twenty foot diameter flower beds with a tree in the center of each bed. The perimeter of the flower beds will be made of river rock. The west end of the pathway is the information and interpretive center with a river rock drinking fountain near the entrance. The full length of the path will be lined with a 3 foot wide swath of wild flowers on either side. Each flower bed and associated tree will represent a different color of the rainbow. The seventh color will be through vines growing up a open canopy above the information and interpretive center. The trees will also be selected to provide blossoms in the spring and summer for hummingbirds and bees and with seeds or berries for the birds starting in the summer, going into late fall. Benches and A-frame swings will be placed all along the pathway as well as in the information center and on the platform at the pond. The entrance to the main pathway is near the parking lot to provide easy access for all.

Peace Paths

The purpose of the Peace Path is to give people an opportunity to reflect on whatever is happening in their life at the time. The 7 segment and the 11 segment paths are known world wide. A society has been formed for those who travel the world in order to view and experience these paths. The creation of these Peace Paths will add Pueblo to the list of sites to visit. An inscription on a stone at the entrance of one path will read, "Let This Peace Path Symbolize Our Journey To A Feeling Of Peace In Our Own Center And Give This Feeling Back To The World." Although these paths have many turns, there is only one way in and out. (3rd & 5th Drawings).

One path will be planted in buffalo grass and it will be approximately 38 inches wide and 60 feet in diameter. The sides of the path will be made of adobe about 6 inches high. The sand and clay at the east side of the parking lot have been tested to be ideal for making the adobe bricks. It is our intention to utilize this resource to make the bricks for the sides of this Peace Path and for the walls of the interpretive center provided that it is made available for this purpose. (4th Drawing)

The other path will be approximately 20 inches wide and 50 feet in diameter. The sides of this path will be brick and flush with the ground.

Information And Interpretive Center

The purpose of this center is to assist people with learning more of the habitat within The Peace Garden and about The Peace Garden itself. This will be through the use of literature, displays and programs provided on an ongoing basis. Docents will be available on a scheduled basis to assist group visits for school children, retirement centers, day care facilities, and publicly announced gatherings.

Community Participation

A sponsorship program will be provided for those who want to contribute with the creation, development and upkeep of The Peace Garden. This involvement will range from funding through the purchase of items such as construction costs to items like aquatic life, vegetation, bird houses and feeders, A-frame swings, etc., to being responsible for the upkeep of items like the flower beds, filling literature boxes, etc. All of this creates a sense of pride and ownership for those who contribute in this manner and thus creates a legacy for those who follow. Plaques will be established to commemorate and to thank the sponsors. Public announcements will be made to seek the help of volunteers for the labor required to build The Peace Garden.

As a nonprofit organization The Mahatma Gandhi Center For Peace And Nonviolence will record all financial transactions and will utilize any extra funds for the purpose of maintaining and enhancing The Peace Garden.

Construction

Apart from the above, water for the gardens, water fountains, etc., and electricity for lighting and outlets need to be provided to this area. The Conservancy District, the City and County of Pueblo have indicated that the cost to make power and water available to this site will need to come from our resources in order to facilitate the construction of The Peace Garden in its entirety. In order to conserve water a drip irrigation system is proposed for all of the watering requirements.

Construction can begin immediately for the information and interpretive center, The Peace Paths, the pond water supply/drain, the pond platform and the associated path.

Also there is only 1 toilet facility for all of the north side of Runyon Lake. It is located at the west end of the west parking lot, approximately 300 yards from the east end of The Peace Garden. In addition 2 toilets need to be installed for this area, 1 at the east end of the east parking lot near the entrance of The Peace Garden and the other to be installed just west of the creek and south of the access road. This second location must be a vault or compost type of toilet in order to comply with sanitation requirements for being near open water. (2nd Drawing)

Just For Fun!

Create Fliers/Brochures About What We Are Doing:

Who What When Where & Why
Refine Logo

Sponsorship Program:

Connect with Schools, Churches, Clubs, Fraternal Organizations, & Businesses

Volunteer Opportunities:

Sheriffs Honor Team
Womens Rehab Center
Boys & Girl Scouts
Outdoor Clubs
Newspaper Ad
Word Of Mouth

Adobe:

Make Forms
Obtain Straw, Emulsified Asphalt
Coordinate Help To Make Bricks & Construction

Flora & Fauna:

Aquatic Life & Plants
Types of Bird Houses & Feeders
Bat & Butterfly Sanctuaries
Wild Flowers Variety & Color
Trees That Work, Color, Seeds/Berries, Ornamental
Flower Beds Variety & Color

Information Center Literature:

**Who What When Where & Why
Displays**

Events & Fundraisers:

Summer Concerts to:

**Free The Children
Help The Homeless
Benefit The Peace Garden
Just For Fun!**

Candle Nights:

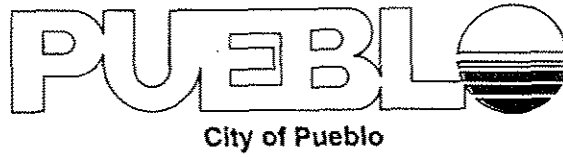
**Memorial Day
Veterans Day
Religious Holidays
Personal Intentions
Just For Fun!**

Children Events:

**Resident Naturalist
Exotic Pet Day
Easter Egg Hunt
Meet For Hike & Picnic Afterward
Name That! (Animal, Bird, Insect, Etc.)
School Field Trips
Just For Fun!**

General:

**Weddings
Birthdays
Club Meetings & Picnics
Herb Society Functions
Just For Fun!**



WASTEWATER DEPARTMENT

January 2, 2003

Mr. Ray Koester, District Engineer
Pueblo Conservancy District
c/o Northstar Engineering & Surveying Inc.
111 East 5th Street
Pueblo, CO 81003

Dear Mr. Koester:

When we met in the summer of 2002, we briefly discussed a planned project to rehabilitate the 30-inch sanitary sewer main in the Arkansas River between 4th Street and Interstate Highway 25. This line lies within property normally controlled by the Pueblo Conservancy District. The City has engaged Black & Veatch Corporation to assist in developing plans and specifications for this project, and the plans have progressed to the point where I can provide some useful planning information to the Conservancy District.

By way of background, the City completed construction of a 30-inch sanitary sewer interceptor line located in the Arkansas River channel bed in 1957. This line runs along the south side of the channel from Prairie Avenue to Interstate Highway 25. A portion of this interceptor, from 4th Street to Interstate Highway 25, was constructed of tar-lined corrugated metal pipe (CMP) that is badly deteriorated and is in danger of failure.

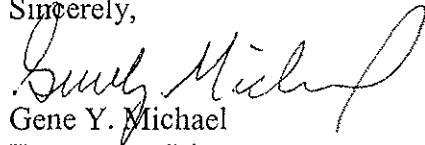
The U.S. Army Corps of Engineers is beginning a project to improve the Arkansas River channel for fishery uses. This project will create a series of pools that will both serve as a fish ladder and provide for recreational boating. The City of Pueblo's Legacy Project will develop recreational amenities along the Arkansas River. Many of these amenities, including a planned boating course, will overlap the area through which the sanitary sewer interceptor runs.

The planned project will replace the existing 30-inch corrugated metal pipe sanitary sewer line from the Aquila diversion structure just east of 4th Street to the location where the river crosses under I-25. The existing 30-inch corrugated metal pipe will be replaced with a 36-inch polyvinyl chloride (PVC) line located further to the south so that the interceptor will lie in the south bank of the river rather than in the river itself. Replacing the sewer interceptor will protect the environment and the recreational amenities developed as part of the Legacy Project, protect against sewage spills, and move the interceptor out of the river channel. The new line will also provide increased capacity in the interceptor to serve future development in the southwest quarter of the City. In addition, the existing bicycle path will be replaced with a more substantial multi-use trail that can support the weight of large vehicles used to maintain the sanitary sewer line.

The project is complex, requiring extensive engineering and geotechnical work to design a new alignment, replace existing structures, and develop methods to carry out the work in the river channel without causing a sewage spill. Construction should begin in November 2003 in order to complete the project early enough to avoid interfering with the Corps of Engineers' work. In order to provide contractors time to order materials and mobilize for the project, the project must be advertised in April 2003.

I hope you will find that the information contained in this letter to be of use to the Conservancy District's Board of Directors. Please feel free to contact me at 544-3453 if you need further information. Thank you.

Sincerely,

A handwritten signature in cursive script, appearing to read "Gene Y. Michael".

Gene Y. Michael
Wastewater Director

AGREEMENT WITH HARP

THIS AGREEMENT is entered into this 1st day of February, 2003, by and between the **PUEBLO CONSERVANCY DISTRICT** ("District), a Conservancy District established pursuant to C.R.S. §37-1-101, et. seq. and the **HISTORIC ARKANSAS RIVERWALK OF PUEBLO AUTHORITY** ("HARP").

WHEREAS this District owns a piece of real property, triangular in shape, consisting of approximately 11,400 square feet and located immediately adjacent to the HARP Project in the City of Pueblo, County of Pueblo, State of Colorado, the legal description of which is attached hereto as Exhibit "A"; and

WHEREAS, HARP desires to acquire said property from the District.

NOW THEREFORE IN CONSIDERATION OF THE FOLLOWING MUTUAL COVENANTS AND CONDITIONS, THE PARTIES AGREE AS FOLLOWS:

1. The District agrees to convey to HARP by Quit Claim Deed, its interest in the real property described on Exhibit "A" attached hereto and incorporated herein by reference.
2. HARP agrees that the District shall become a permanent Partner with HARP in consideration for this conveyance to it.
3. The parties agree that the approximate value of this parcel is \$_____. The transfer of the property from the District to HARP shall constitute a contribution, in kind, in the amount of \$_____, which HARP shall recognize and which the District shall be credited with, with respect to any Intergovernmental Agreements that may be entered into between the City of Pueblo, the County of Pueblo, the Pueblo Board of Water Works, HARP, or other governmental agencies from and after January 1, 2003.
4. This Agreement is effective the date and year set forth above.

PUEBLO CONSERVANCY DISTRICT

By _____
Gus F. Sandstrom, President

**HISTORIC ARKANSAS RIVERWALK OF
PUEBLO AUTHORITY**

By _____

LAW OFFICES OF
BANNER, BUXMAN, KWITEK & OHLSEN
PROFESSIONAL CORPORATION

601 N. MAIN STREET, SUITE 200
P. O. BOX 1423
PUEBLO, COLORADO 81002-1423
(719) 544-5081
FAX: (719) 546-3457
WWW.PUEBLOLAWYERS.COM

January 28, 2003

DONALD J. BANNER
DARRIN L. BUXMAN
DOUGLAS J. KWITEK
MARK A. OHLSEN
JOSEPH D. BOWER
J. E. CHOSTNER
KATHY D. SHAPIRO

Gus F. Sandstrom, District Attorney
201 W. 8th Street, Suite 801
Pueblo, CO 81003

Re: Pueblo Conservancy District/HARP

Dear Gus:

Ray Koester dropped off the legal description of the land that HARP wants the District to convey to it. I have revised the Agreement with HARP to show the correct designation of HARP as the "Authority". I have also drawn up a Quit Claim Deed. Do you want any other changes made to the Agreement I had previously drafted and forwarded to you with my correspondence of January 17th? I'll look forward to hearing from you.

Very truly yours,



Donald J. Banner

DJB/tr

Enclosures

cc: Ray Koester w/ Enclosures ✓

QUIT CLAIM DEED

THIS DEED, made this _____ day of January, 2003, between **Pueblo Conservancy District, a Conservancy District established pursuant to C.R.S. §37-1-101, et. seq.** of the County of Pueblo and State of Colorado, Grantor, and **Historic Arkansas Riverwalk of Pueblo Authority**, whose legal address is 200 W. 1st Street, Pueblo, Colorado 81003, Grantee.

WITNESSETH, that the Grantor, for and in consideration of the sum of One Dollar and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, has remised, released, sold and **QUIT CLAIMED**, and by these presents does remise, release, sell and **QUIT CLAIM** unto the Grantee, its heirs, successors and assigns, forever, all the right, title, interest, claim and demand which the Grantor has in and to the real property, together with improvements, if any, situate, lying and being in the County of Pueblo, State of Colorado described as follows:

See Exhibit "A" attached hereto

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 Grantor, either in law or equity, to the only proper use, benefit and behoof of the Grantee, its heirs and assigns forever.

IN WITNESS WHEREOF, the Grantor has executed this Deed on the date set forth above.

PUEBLO CONSERVANCY DISTRICT

By _____

STATE OF COLORADO)
) SS.
COUNTY OF PUEBLO)

The foregoing document was acknowledged before me this _____ day of January, 2003 by _____ as _____ for the Pueblo Conservancy District.

Witness my hand and official seal.

Notary Public
My Comm. Exp.

EXHIBIT "A"

LAND DESCRIPTION:

A parcel of land in the SW ¼ of the NE ¼ of Section 36, Township 20 South, Range 65 West of the 6th P.M. lying Westerly of and immediately adjacent to the Westerly subdivision boundary line of Historic Arkansas Riverwalk Project, Filing One, according to the recorded plat thereof, filed for record July 20, 1999 in the County of Pueblo and State of Colorado and being more particularly described as follows:

Considering the survey monument line in First Street between Grand Avenue and Greenwood Street to bear N. 89°24'03" E. and all bearings contained herein being relative thereto.

Commencing at the intersection of the West right-of-way line of Elizabeth Street and the South right-of-way line of Second Street, as platted in said Historic Arkansas Riverwalk Project, Filing One; thence S. 00°35'33" E., along the said Westerly subdivision boundary line thereof, a distance of 135.40 feet to the South line extended of the vacated alley in Block 14 in the State Addition to the City of Pueblo, according to the recorded plat thereof, filed for record January 28, 1878 and the True Point of Beginning of the parcel of land herein described; thence S. 00°35'33" E., along the said Westerly subdivision boundary line, a distance of 179.49 feet to a point 20 feet Northerly of at right angles to an existing railroad track; thence N. 35°57'12" W., a distance of 219.70 feet to the said South line extended of the vacated alley in Block 14 in the State Addition to the City of Pueblo; thence N. 89°15'51" E., along said South line extended, a distance of 127.15 feet to the Point of Beginning.

Containing 0.262 acres (11,410.5 sq.ft.).

Prepared by: NORTHSTAR ENGINEERING AND SURVEYING, INC.
111 E. 5th Street
Pueblo, Colorado 81003

January 7, 2003

JN 96 021 10

LAW OFFICES OF
BANNER, BUXMAN, KWITEK & OHLSEN
PROFESSIONAL CORPORATION

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P. O. BOX 1423
PUEBLO, COLORADO 81002-1423
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WWW.PUEBLOLAWYERS.COM

January 17, 2003

DONALD J. BANNER
DARRIN L. BUXMAN
DOUGLAS J. KWITEK
MARK A. OHLSEN
JOSEPH D. BOWER
J. E. CHOSTNER
KATHY D. SHAPIRO

Mr. Al Trujillo
Division of Wildlife
600 Reservoir Road
Pueblo, CO 81005

Re: Pueblo Conservancy District Lease

Dear Al:

I have never had a response from you to my letter of October 24th concerning the referenced matter. May I please have an update as to the status? I'll look forward to hearing from you.

Very truly yours,



Donald J. Banner

DJB/tr

cc: Raymond F. Koester ✓

LAW OFFICES OF
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January 17, 2003

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J. E. CHOSTNER
KATHY D. SHAPIRO

Mr. Scott K. Patterson
615 S. Main Street
Pueblo, CO 81004

Dear Scott:

I have never had a response from you to my letter of October 24th. I will assume that you no longer want to lease the property from the Pueblo Conservancy District and request that you immediately vacate same. Your prompt attention to this will eliminate the need for any eviction action.

Very truly yours,



Donald J. Banner

DJB/tr

cc: Raymond F. Koester ✓

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January 16, 2003

DONALD J. BANNER
DARRIN L. BUXMAN
DOUGLAS J. KWITEK
MARK A. OHLSEN
JOSEPH D. BOWER
J. E. CHOSTNER
KATHY D. SHAPIRO

Gene Y. Michael, Wastewater Director
City of Pueblo Wastewater Department
211 E. "D" Street
Pueblo, CO 81003

Re: Pueblo Conservancy District

Dear Mr. Michael:

I am in receipt of a copy of your letter of January 2, 2003, addressed to Ray Koester of the Pueblo Conservancy District. This office represents the Pueblo Conservancy District.

The Directors of the District wanted me to call to your attention the fact that the property in which the existing sewer line is located, is owned by the Pueblo Conservancy District. The City of Pueblo never obtained an easement for that sewer line. The Pueblo Conservancy District requests that you have prepared, a plat showing the legal description of the existing sewer line and the legal description of any proposed easement, which the City of Pueblo may desire for the project to rehabilitate the 30-inch sanitary sewer main in the Arkansas River between 4th Street and Interstate 25.

Please also be advised that what you refer to as an existing bike path is actually a maintenance road that had been created by the Pueblo Conservancy District in the past for the purpose of maintaining the Arkansas River Levy. As the project moves along, we would be interested in knowing more specifically what you plan on doing with regard to that road. We'll look forward to hearing from you.

Very truly yours,



Donald J. Banner

DJB/tr

cc: Ray Koester ✓
Gus Sandstrom

AGREEMENT WITH HARP

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4. This Agreement is effective the date and year set forth above.

PUEBLO CONSERVANCY DISTRICT

By _____
Gus F. Sandstrom, President

HISTORIC ARKANSAS RIVER PROJECT

By _____

LAW OFFICES OF
BANNER, BUXMAN, KWITEK & OHLSEN
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January 17, 2003

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JOSEPH D. BOWER
J. E. CHOSTNER
KATHY D. SHAPIRO

Gus F. Sandstrom, District Attorney
201 W. 8th Street, Suite 801
Pueblo, CO 81003

Re: Pueblo Conservancy District/HARP

Dear Gus:

Enclosed is a draft of an Agreement between HARP and the District. I do not yet have Exhibit "A" from Ray Koester and I do not know what valuation we want to place on the property so that we can fill in the blanks. I am also not sure that this is exactly what you want to say, but thought I would go ahead and draft it.

Please review it and give me your comments for amendments.

Very truly yours,



Donald J. Banner

DJB/tr

Enclosure

cc: Ray Koester w/ Enclosure ✓

PUEBLO CONSERVANCY DISTRICT
INVESTMENTS
DECEMBER 31, 2002

1/18/03 10:22 AM

<u>BROKER</u>	<u>DESCRIPTION</u>	<u>MATURITY DATE</u>	<u>RATE</u>	<u>PAR VALUE</u>	<u>BALANCE 12/31/01</u>	<u>ADDITIONS</u>	<u>MKT VALUE CHANGE</u>	<u>REDEMPTION SALES</u>	<u>BALANCE 12/31/02</u>	<u>INTEREST RECEIVED 12/31/02</u>
<u>CERTIFICATES</u>										
VECTRA BANK	CD#114728 dtd 5/21/00, Int. Paid Semi-Ann	5/21/02	6.000%	80,000.00	80,000.00			80,000.00	-	2,429.79
VECTRA BANK	CD#114728 dtd 5/21/02, Int. Paid Semi-Ann	5/21/04	3.250%	80,000.00	-	80,000.00			80,000.00	1,321.42
VECTRA BANK	CD#115371 dtd 5/18/99, Int. Comp Qtly	5/18/03	5.000%	150,000.00	169,875.08	8,678.48			178,553.56	8,678.48
VECTRA BANK	CD#116196 dtd 7/7/00, Int. Paid Qtly	7/7/03	6.750%	100,000.00	100,000.00				100,000.00	6,750.00
FNB-COLO	CD#100010930 dtd 2/5/01, Int. Comp Annually	2/4/04	6.100%	100,000.00	100,000.00	6,000.00	-	-	106,000.00	6,000.00
TOTAL CERTIFICATES					449,875.08	94,678.48	-	80,000.00	464,553.56	25,179.69
<u>CASH ACCOUNTS</u>										
VECTRA BANK	Money Market Account				5,479.23	101,653.16		105,075.00	2,057.39	88.38
PIPER JAFFRAY	Money Market Account				87,343.15	16,057.92		80,000.00	23,401.07	353.42
DAIN RAUSCHER	Cash & Money Market Account				103,062.50			103,062.50	-	-
WACHOVIA SEC.	Evergreen Money Mkt Fund				95.80	48.86	-	-	144.66	48.86
TOTAL CASH ACCOUNTS WITH BROKERS					195,980.68	117,759.94	-	288,137.50	25,603.12	490.66
<u>INVESTMENTS</u>										
COLOTRUST	Acct. 7081 - PLUS		6.240%		100,000.00	100,000.00		55,000.00	145,000.00	2,820.77
	Acct. 2726 - PRIME		5.940%		50,000.00	50,000.00	-	100,000.00	-	308.10
TOTAL COLOTRUST					150,000.00	150,000.00	-	155,000.00	145,000.00	3,128.87
DAIN	T-NOTE, purchased 1/30/97	1/31/02	6.250%	100,000.00	100,375.00	-	(375.00)	100,000.00	-	3,125.00
TOTAL DAIN					100,375.00	-	(375.00)	100,000.00	-	3,125.00
WACHOVIA SEC.	T-NOTE	8/15/04	6.000%	100,000.00	106,156.00		1,239.00		107,395.00	6,000.00
	FEDERAL NATL MTG ASSN	11/8/10	6.000%	100,000.00	-	100,000.00	1,349.00		101,349.00	3,000.00
	FEDERAL NATL MTG ASSN	3/25/09	6.390%	100,000.00	100,879.00	-	(879.00)	100,000.00	-	3,674.25
TOTAL WACHOVIA SEC.					207,035.00	100,000.00	1,709.00	100,000.00	208,744.00	12,674.25
PIPER JAFFRAY	GNMA POOL #24920	6/15/08	8.250%		19,336.72		(169.22)	4,761.77	14,405.73	1,202.94
	FEDL NATL MTG ASSN INVT NOTES B/E	3/13/09	5.250%	130,000.00	-	130,005.00	888.75		130,893.75	3,943.33
	FEDL HOME LN MTG CORP FREDDIENOTES B/E	8/15/08	5.000%	100,000.00	-	100,005.00	370.00		100,375.00	3,347.25
	FHLMC #170217	3/1/17	8.000%		33,568.07	-	221.23	9,328.82	24,460.48	2,149.93
TOTAL PIPER JAFFRAY					52,904.79	230,010.00	1,310.76	14,090.59	270,134.96	10,643.45
TOTAL INVESTMENTS					510,314.79	480,010.00	2,644.76	369,090.59	623,878.96	29,571.57
TOTAL ALL ACCOUNTS					1,156,170.55	692,448.42	2,644.76	737,228.09	1,114,035.64	55,241.92