

**MINUTES OF THE OCTOBER 20, 2011
REGULAR MEETING
OF THE PUEBLO CONSERVANCY DISTRICT**

Directors Present: Sean Tapia, Paul Willumstad, and Donna Phillips

Also Present: Administrator Rick Kidd, Counselor Don Banner

Guests: Tom Florczak, City of Pueblo Attorney
Earl Wilkinson, City of Pueblo Director of Public Works
Scott Hobson, City of Pueblo Assistant City Manager for Planning
Chris Woodka, Reporter for the Pueblo Chieftain
Larry Daveline, MBD&G Accounting
Dan Henrichs, Highline Canal Superintendent

With a quorum present, the Pueblo Conservancy District regular board meeting was called to order at 8:06 am.

It was noted that the postings of the meeting notice and agenda were made at the Interim City Hall, the Heritage Center, the Thatcher Building and the County Courthouse on November 15.

Minutes:

The minutes of the September 1, 2011 Regular Meeting, and September 8 and October 6 special meetings were reviewed. Willumstad moved to approve the minutes. Motion passed.

Treasurer's Report:

The accountant's reports for August and September were reviewed. Willumstad moved to receive and file the treasurer's reports and pay the bills. Motion passed.

Bills – The following bills were posted for review and approval:

\$ 425.00	Black Hills Energy, Lake Runyon electricity
\$ 300.00	MBD&G, Accountant fees
\$ 400.00	Banner and Bower, Attorney fees
\$ 1,948.50	Banner and Bower, Dissolution Matters
\$ 6,267.50	Banner and Bower, Board Member Transition Matters
\$ 500.00	Kidd Engineering, Administrator/Engineer fees
\$ 218.75	Kidd Engineering, September 8 Special Meeting
\$ 56.61	Phillips, Director's Fee
\$ 56.61	Tapia, Director's Fee
\$ 56.61	Willumstad, Director's Fee
\$ 32.01	The Pueblo Chieftain, Publication for Board Member Solicitation

Dan Henrichs – Highline Canal. The Highline Canal headgate is east of Boone. The canal runs between the Arkansas River and Highway 50 and crosses Highway 50 near Fowler. At a location approximately 1 mile north of Huckleberry Road (equivalent to around Lanes 62 to 63) the River makes a swing to the north and then back toward the Highline Canal. In the flood of 1999 a presumed fuel tank migrated down the River and is now lodged on the north side and is forcing the current to cut into the bank on the south side. A slough developed this year and a large area has fallen into the River. The vertical river bank is only about 40-feet from the Canal now. The River was 130 to 150 feet away from the Canal one and a half years ago. The

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Highline carries irrigation water to 22,500 acres in Pueblo and Otero counties. Henrichs as contacted the Army Corps of Engineers (ACE) and they are saying that bank stabilization may not need a 404 permit. The Natural Resources and Conservation Service (NRCS) has offered ideas for stabilization. Highline is requesting letters of support, assistance from support staff, and/or financial contributions. Tapia asked if the tank can be removed. Henrichs responded that ACE says they will allow removal. NRCS is recommending some riprap and other slope stabilization. Highline has ACE written permission to begin stabilization. Henrichs estimates that the biggest cost for the tank removal will be the hauling and disposal. Based upon work he has done in the River, he believes that Highline can use their track hoe to bring the tank across the River and load it. They would like to do the work between November 15, 2011 and March 15, 2012. This is when River flows will be the lowest because of the Winter Water Storage Program. Tapia asked Kidd for his recommendations. Kidd recommended removal of the tank so that the River current could continue toward the east rather than being directed south. Part of the District's responsibility is to remove debris that causes flooding or property damage. The Highline Canal is hoping that they can do most of the work in house rather than hiring a contractor. Willumstad asked how much of the irrigated land is in Pueblo County. Henrichs responded that approximately 10 percent is in Pueblo and 90 percent of the acreage is in Otero counties. The Board requested the Highline Canal to provide a plan of action and cost estimates. They will ask Kidd for his recommendations for District involvement. Willumstad moved to table this discussion and for Highline to come back to the next meeting. Motion passed.

Larry Daveline – Accounting Procedures. GASB 34 and Tabor have changed some requirements in financial accounting. Daveline understands that we are considered a special district but our maintenance fee is not subject to Tabor. If the Board wants to establish a fund balance it must be done by resolution. It is not a requirement to have a fund balance, funding can flow through to an unassigned balance. Our budget does not currently indicate a fund balance category. An “unassigned fund balance” is what the District has used to balance a negative budget. Daveline recommends an assignment through a motion and a commitment through a resolution. Banner recommended tabling this issue until next meeting. Willumstad so moved. Motion passed.

Election of Officers – Tapia has been serving as the Interim President and Willumstad as the Interim Secretary/Treasurer until a full Board was seated. Willumstad nominated Tapia for President. Tapia said that he would be willing to serve. Willumstad agreed to serve as Treasurer and Phillips as Secretary. Willumstad moved that this would be the slate of officers. Motion passed.

Administrator's Report – None.

DOW Lake Runyon Lease – Banner said that he has not yet received a response to the District's proposal.

City of Pueblo Non-payment of Assessment – The City presented a draft of a scope of services they could provide to the District through a cooperative agreement. Hobson explained that the Pueblo Area Council of Governments (PACOG) was created by an Intergovernmental Agreement (IGA) and had a staff, with the various governmental entities paying in to fund PACOG. In the 1980's there was a cooperative agreement developed where the City and County took on the administrative duties of PACOG. The City's proposal to the District tracks along the same approach as between PACOG, the County and the City. The City revised Exhibit A and passed it out. The agreement the City proposes is that the District would not directly pay the City but that the charges of the City would be credited back to what the City owes the District. Oversight services would be provided in-kind and the City would be paid for special services. Tapia requested Florczak to explain the differences of their assertion that the District has annually been paying \$100,000 for engineering services versus a five year record provided by Kidd. The City's proposed agreement indicates \$94,000 for engineering services. Florczak

October 20, 2011 Minutes, Page 3 of 3

stated that he took payments for a few months and extrapolated them for the entire year. The City anticipates significant engineering services as the District moves through the levee certification process.

Tapia asked if the District hired a third party assessment team would the City be willing to pay what that assessment shows. The District would give credit to those payments received. Florczak feels that this cannot be done retroactive. The City may agree, but they want for there to be no assessments in 2012 for 2011.

Banner stated that per statute the landowners are to request the Court for a reassessment of the District. The Court would have to appoint a Board of Appraisers. The landowners are to initiate this process, not the District. Florczak said that there is an allowance for the Board to make requests of the Court. Banner stated that the Court would appoint the Board of Appraisers and then they could broaden the area of study and could hire special consultants if needed.

Willumstad suggested a joint motion of the City and the District to Judge Maes to request a Board of Appraisers and a reappraisal. Phillips so moved. Phillips asked if since the City feels that the current assessment program is unlawful and unfair would the City be willing to pay a fee for the appraisal process expenses. Florczak responded that they probably would not make a commitment of funds expenditures. Motion passed.

Tapia stated that he does not feel comfortable with the assessment program as it currently stands. Willumstad said that he concurred. Phillips is concerned that without the maintenance fund assessments the District has no income and we do not know what next year's expenses will be. Kidd said that the largest expense expected is for rebuilding the Wildhorse / Dry Creek Levee. Willumstad moved to suspend the assessment program until a reappraisal is completed. Motion passed.

Appointed Representatives – Kidd said that he has been the representative to the Arkansas Basin Round Table, and Banner was an alternate to Sandstrom as the representative to the Colorado Special Districts Association. Willumstad said that he would volunteer to be the SDA representative. There was discussion about Tapia being the representative to the HARP Authority. It was decided to table the appointments until a later meeting.

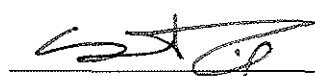
Other Business-

Phillips requested a change of meeting times. It was agreed to discuss meeting times and dates at the next meeting.

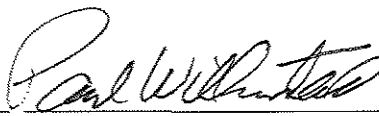
The City indicated that, as a part of their proposal, they could provide free meeting and storage space instead of the District maintaining a membership with the Heritage Center. The City is to determine their availability of spaces.

There being no further business to come before the Board, the business meeting was adjourned at 10:13 am. The next regular meeting date will be November 17, 2011.

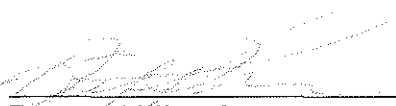
APPROVED:



Sean Tapia, President



Paul Willumstad, Treasurer



Donna Phillips, Secretary



McPherson,
Breyfogle,
Daveline &
Goodrich, PC
Certified Public Accountants

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INDEPENDENT ACCOUNTANTS' COMPILATION REPORT

Board of Directors
The Pueblo Conservancy District
Pueblo, Colorado

We have compiled the accompanying balance sheets – general fund only – of the Pueblo Conservancy District as of August 31, 2011 and December 31, 2010, and the related comparative statements of revenue and expenditures – actual and budget – general fund for the eight months ended August 31, 2011 and the year ended December 31, 2010. We have not audited or reviewed the accompanying financial statements and, accordingly, do not express an opinion or provide any assurance about whether the financial statements are in accordance with accounting principles generally accepted in the United States of America.

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America and for designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statements.

Our responsibility is to conduct the compilation in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. The objective of a compilation is to assist management in presenting financial information in the form of financial statements without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements.

Management has elected to omit substantially all of the disclosures required by accounting principles generally accepted in the United States of America. 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

September 19, 2011

UEBLO CONSERVANCY DISTRICT
BALANCE SHEET - GENERAL FUND ONLY
AUGUST 31, 2011 AND DECEMBER 31, 2010

	<u>8/31/2011</u>	<u>12/31/2010</u>
ASSETS		
VECTRA BANK CHECKING	\$ 147,643	\$ 78,575
VECTRA BANK MONEY MARKET	11,892	11,889
BROKERAGE MONEY MARKET ACCOUNTS	45,415	111,913
COLOTRUST INVESTMENT	25,000	25,000
WELLS FARGO INVESTMENT	556,755	591,717
STIFEL NICOLAUS INVESTMENT	279,300	309,261
ACCRUED INTEREST	<u>-</u>	<u>3,669</u>
 TOTAL ASSETS	 <u>\$ 1,066,005</u>	 <u>\$ 1,132,024</u>
LIABILITIES AND FUND EQUITY		
ACCOUNTS PAYABLE	\$ -	\$ 800
PAYROLL TAXES PAYABLE	100	395
DEFERRED INCOME	<u>1,875</u>	<u>1,042</u>
 TOTAL LIABILITIES	 <u>1,975</u>	 <u>2,237</u>
RESERVE FOR EMERGENCIES	7,000	6,000
DESIGNATED FOR SUBSEQUENT YEAR'S EXPENDITURES	92,330	-
UNDESIGNATED	<u>964,700</u>	<u>1,123,787</u>
	-	
 TOTAL FUND EQUITY	 <u>1,064,030</u>	 <u>1,129,787</u>
 TOTAL LIABILITIES AND FUND EQUITY	 <u>\$ 1,066,005</u>	 <u>\$ 1,132,024</u>

SEE ACCOUNTANTS' COMPILATION REPORT

PUEBLO CONSERVANCY DISTRICT
COMPARATIVE STATEMENT OF REVENUE AND EXPENDITURES -
ACTUAL AND BUDGET - GENERAL FUND
FOR THE EIGHT MONTHS ENDED AUGUST 31, 2011
AND THE TWELVE MONTHS ENDED DECEMBER 31, 2010

	ACTUAL				
	CURRENT MONTH	YEAR TO DATE	2011 BUDGET	UNUSED BUDGET	2010 ACTUAL
REVENUES					
INTEREST INCOME					
COLOTRUST	\$ 2	\$ 23	\$ -	\$ -	\$ 50
MONEY MARKET ACCOUNTS	1	17	-	-	38
WELLS FARGO	2,777	15,510	-	-	26,656
STIFEL NICOLAUS	1,255	8,474	-	-	18,258
UNREALIZED GAINS (LOSSES)	3,330	18,565	-	-	2,674
TOTAL INTEREST INCOME	7,365	42,589	40,000	(2,589)	47,676
MAINTENANCE FUND ASSESSMENT	1,276	172,965	332,000	159,035	169,415
LEASE PAYMENTS	208	1,667	2,500	833	2,500
OTHER INCOME	-	15,132	-	(15,132)	-
TOTAL REVENUES	\$ 8,849	\$ 232,353	\$ 374,500	\$ 142,147	\$ 219,591
EXPENDITURES					
80 LEGAL FEES	\$ 400	\$ 7,198	\$ 4,800	\$ (2,398)	\$ 4,800
81 DIRECTORS FEES	220	1,760	3,000	1,240	2,580
82 FICA TAXES	-	-	230	230	197
83 ENGINEER/ADMINISTRATIVE	500	3,687	6,000	2,313	6,000
90 AUDIT & BOOKKEEPING	300	2,100	3,900	1,800	3,600
92 INSURANCE/BONDS	-	3,056	3,200	144	817
96 OFFICE EXPENSE	-	691	500	(191)	228
97 OFFICE RENT	-	840	1,000	160	940
100 PROFESSIONAL FEES	-	3,790	10,000	6,210	6,241
APPRAISAL	-	-	3,000	3,000	-
103 TRAVEL	-	-	1,200	1,200	-
105 REPAIRS & MAINTENANCE	6,765	19,361	50,000	30,639	30,508
ARKANSAS RIVER LEVEE REPAIRS	-	194,174	220,000	25,826	-
LEVEE CERTIFICATION-PRELIM	-	-	50,000	-	-
108 CONTINGENCIES	-	-	5,000	5,000	-
109 EMERGENCY REPAIR	-	-	15,000	15,000	-
110 CAPITAL IMPROVEMENTS	-	-	25,000	25,000	23,265
111 PLANNING & DEVELOPMENT	-	1,453	5,000	3,547	-
112 HARP - O & M / HARP - IGA CNTRB	-	60,000	60,000	-	61,000
113 SALES TAX	-	-	-	-	-
TOTAL EXPENDITURES	8,185	298,110	466,830	168,720	140,176
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	\$ 664	\$ (65,757)	\$ (92,330)	\$ (26,573)	\$ 79,415

SEE ACCOUNTANTS' COMPILATION REPORT

PUEBLO CONSERVANCY DISTRICT
INVESTMENTS
8/31/2011

9/19/2011 4:11 PM

<u>BROKER</u>	<u>DESCRIPTION</u>	<u>MATURITY DATE</u>	<u>RATE</u>	<u>PAR VALUE</u>	<u>BALANCE 12/31/2010</u>	<u>ADDITIONS</u>	<u>MKT VALUE CHANGE</u>	<u>REDEMPTION SALES</u>	<u>BALANCE 8/31/2011</u>	<u>INTEREST RECEIVED 8/31/2011</u>
<u>CASH ACCOUNTS</u>										
VECTRA BANK	Money Market Account				11,888.97	3.95	-	-	11,892.92	3.95
STIFEL NICOLAUS	Money Market Account				53,074.99	33,741.70	-	70,000.00	16,816.69	11.29
WELLS FARGO	Cash Sweep Account				58,838.29	49,759.31	-	80,000.00	28,597.60	2.30
TOTAL CASH ACCOUNTS WITH BROKERS					123,802.25	83,504.96	-	150,000.00	57,307.21	17.54
<u>INVESTMENTS</u>										
COLOTRUST	Acct. 7081 - PLUS		6.240%		25,000.00		-	-	25,000.00	27.32
TOTAL COLOTRUST					25,000.00	-	-	-	25,000.00	27.32
WELLS FARGO	FHLMC 2646 LL RETAIL LOTTERY	8/15/2033	5.000%	78,000.00	17,075.14	-	(86.72)	11,000.00	5,988.42	287.50
	FHLMC 2640 LL RETAIL LOTTERY	7/15/2033	5.000%	70,000.00	999.20	-	0.80	1,000.00	-	4.17
	FNMA 06-107 PD REMIC MULTICLASS CMO	6/25/2035	5.000%	78,000.00	82,453.80	-	2,807.22	-	85,261.02	2,600.00
	GNMA 08-7 PN REMIC MULTICLASS CMO	1/20/2037	4.250%	60,000.00	35,244.10	-	402.62	6,233.30	29,413.42	762.62
	FHLMC 3393 BY REMIC MULTICLASS CPN	11/15/2037	5.500%	94,000.00	100,110.94	-	4,183.00	-	104,293.94	3,446.64
	FNMA 2008-74B REMIC MULTICLASS CMO	9/25/1938	5.000%	50,000.00	57,018.46	-	1,021.76	644.82	57,395.40	1,943.36
	FHLMC 3626 UA REMIC MULTICLASS CMO	9/15/2039	5.000%	50,000.00	38,791.54	-	20.27	4,674.14	34,137.67	1,193.64
	GNMA 10-62 LA REMIC MULTICLASS CMO	1/20/2040	4.500%	50,000.00	37,891.31	-	(136.33)	11,963.80	25,791.18	816.25
	GNMA 10-85 HQ REMIC MULTICLASS CMO	3/20/2040	5.000%	144,000.00	135,602.69	-	324.34	14,240.95	121,686.08	3,659.13
	FNMA 10-141 AL REMIC MULTICLASS CMO	12/25/2040	4.000%	90,000.00	86,529.60	-	6,257.70	-	92,787.30	2,400.00
TOTAL WELLS FARGO					591,716.78	-	14,794.66	49,757.01	556,754.43	17,113.31
STIFEL NICOLAUS	FEDL HOME LN MTG CORP #170217	3/1/2017	8.000%	1,120,000.00	2,365.99	-	(27.21)	307.12	2,031.66	109.54
	GNMA POOL #676875	3/15/2023	6.500%	235,000.00	159,458.15	-	1,009.39	6,084.33	154,383.21	6,236.65
	GNMA POOL #003851	5/20/2036	5.500%	165,000.00	73,014.96	-	1,862.89	10,494.21	64,383.64	2,354.29
	GNMA REMIC SER 2009-79	2/20/2039	5.500%	56,000.00	7,221.81	-	(13.93)	7,207.88	-	106.71
	GNMA REMIC SER 2010-98	7/20/2039	4.000%	70,000.00	67,199.79	-	938.86	9,636.87	58,501.78	1,728.40
TOTAL STIFEL NICOLAUS INVESTMENT					309,260.70	-	3,770.00	33,730.41	279,300.29	10,535.59
TOTAL INVESTMENTS					925,977.48	-	18,564.66	83,487.42	861,054.72	27,676.22
TOTAL ALL ACCOUNTS					1,049,779.73	83,504.96	18,564.66	233,487.42	918,361.93	27,693.76



McPherson,
Breyfogle,
Daveline &
Goodrich, PC
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INDEPENDENT ACCOUNTANTS' COMPILATION REPORT

Board of Directors
The Pueblo Conservancy District
Pueblo, Colorado

We have compiled the accompanying balance sheets – general fund only – of the Pueblo Conservancy District as of September 30, 2011 and December 31, 2010, and the related comparative statements of revenue and expenditures – actual and budget – general fund for the nine months ended September 30, 2011 and the year ended December 31, 2010. We have not audited or reviewed the accompanying financial statements and, accordingly, do not express an opinion or provide any assurance about whether the financial statements are in accordance with accounting principles generally accepted in the United States of America.

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America and for designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statements.

Our responsibility is to conduct the compilation in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. The objective of a compilation is to assist management in presenting financial information in the form of financial statements without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements.

Management has elected to omit substantially all of the disclosures required by accounting principles generally accepted in the United States of America. 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

October 14, 2011

DEBLO CONSERVANCY DISTRICT
BALANCE SHEET - GENERAL FUND ONLY
SEPTEMBER 30, 2011 AND DECEMBER 31, 2010

	<u>9/30/2011</u>	<u>12/31/2010</u>
ASSETS		
VECTRA BANK CHECKING	\$ 151,094	\$ 78,575
VECTRA BANK MONEY MARKET	11,893	11,889
BROKERAGE MONEY MARKET ACCOUNTS	58,117	111,913
COLOTRUST INVESTMENT	25,000	25,000
WELLS FARGO INVESTMENT	553,189	591,717
STIFEL NICOLAUS INVESTMENT	275,689	309,261
ACCRUED INTEREST	<u>-</u>	<u>3,669</u>
 TOTAL ASSETS	 <u>\$ 1,074,982</u>	 <u>\$ 1,132,024</u>
LIABILITIES AND FUND EQUITY		
ACCOUNTS PAYABLE	\$ -	\$ 800
PAYROLL TAXES PAYABLE	112	395
DEFERRED INCOME	<u>1,667</u>	<u>1,042</u>
 TOTAL LIABILITIES	 <u>1,779</u>	 <u>2,237</u>
RESERVE FOR EMERGENCIES	7,000	6,000
DESIGNATED FOR SUBSEQUENT YEAR'S EXPENDITURES	92,330	-
UNDESIGNATED	<u>973,873</u>	<u>1,123,787</u>
	-	
 TOTAL FUND EQUITY	 <u>1,073,203</u>	 <u>1,129,787</u>
 TOTAL LIABILITIES AND FUND EQUITY	 <u>\$ 1,074,982</u>	 <u>\$ 1,132,024</u>

SEE ACCOUNTANTS' COMPILATION REPORT

PUEBLO CONSERVANCY DISTRICT
COMPARATIVE STATEMENT OF REVENUE AND EXPENDITURES -
ACTUAL AND BUDGET - GENERAL FUND
FOR THE NINE MONTHS ENDED SEPTEMBER 30, 2011
AND THE TWELVE MONTHS ENDED DECEMBER 31, 2010

	ACTUAL				
	CURRENT MONTH	YEAR TO DATE	2011 BUDGET	UNUSED BUDGET	2010 ACTUAL
REVENUES					
INTEREST INCOME					
COLOTRUST	\$ 2	\$ 25	\$ -	\$ -	\$ 50
MONEY MARKET ACCOUNTS	1	19	-	-	38
WELLS FARGO	1,568	17,077	-	-	26,656
STIFEL NICOLAUS	1,242	9,716	-	-	18,258
UNREALIZED GAINS (LOSSES)	5,525	24,090	-	-	2,674
TOTAL INTEREST INCOME	8,338	50,927	40,000	(10,927)	47,676
MAINTENANCE FUND ASSESSMENT	2,822	175,787	332,000	156,213	169,415
LEASE PAYMENTS	208	1,875	2,500	625	2,500
OTHER INCOME	-	15,132	-	(15,132)	-
TOTAL REVENUES	\$ 11,368	\$ 243,721	\$ 374,500	\$ 130,779	\$ 219,591
EXPENDITURES					
80 LEGAL FEES	\$ 400	\$ 7,598	\$ 4,800	\$ (2,798)	\$ 4,800
81 DIRECTORS FEES	220	1,980	3,000	1,020	2,580
82 FICA TAXES	-	-	230	230	197
83 ENGINEER/ADMINISTRATIVE	500	4,187	6,000	1,813	6,000
90 AUDIT & BOOKKEEPING	300	2,400	3,900	1,500	3,600
92 INSURANCE/BONDS	-	3,056	3,200	144	817
96 OFFICE EXPENSE	25	716	500	(216)	228
97 OFFICE RENT	-	840	1,000	160	940
100 PROFESSIONAL FEES	750	4,540	10,000	5,460	6,241
APPRAISAL	-	-	3,000	3,000	-
103 TRAVEL	-	-	1,200	1,200	-
105 REPAIRS & MAINTENANCE	-	19,361	50,000	30,639	30,508
ARKANSAS RIVER LEVEE REPAIRS	-	194,174	220,000	25,826	-
LEVEE CERTIFICATION-PRELIM	-	-	50,000	-	-
108 CONTINGENCIES	-	-	5,000	5,000	-
109 EMERGENCY REPAIR	-	-	15,000	15,000	-
110 CAPITAL IMPROVEMENTS	-	-	25,000	25,000	23,265
111 PLANNING & DEVELOPMENT	-	1,453	5,000	3,547	-
112 HARP - O & M / HARP - IGA CNTRB	-	60,000	60,000	-	61,000
113 SALES TAX	-	-	-	-	-
TOTAL EXPENDITURES	2,195	300,305	466,830	166,525	140,176
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	\$ 9,174	\$ (56,584)	\$ (92,330)	\$ (35,746)	\$ 79,415

SEE ACCOUNTANTS' COMPILATION REPORT

PUEBLO CONSERVANCY DISTRICT
INVESTMENTS
9/30/2011

10/14/2011 3:04 PM

<u>BROKER</u>	<u>DESCRIPTION</u>	<u>MATURITY DATE</u>	<u>RATE</u>	<u>PAR VALUE</u>	<u>BALANCE 12/31/2010</u>	<u>ADDITIONS</u>	<u>MKT VALUE CHANGE</u>	<u>REDEMPTION SALES</u>	<u>BALANCE 9/30/2011</u>	<u>INTEREST RECEIVED 9/30/2011</u>
<u>CASH ACCOUNTS</u>										
VECTRA BANK	Money Market Account				11,888.97	4.44	-	-	11,893.41	4.44
STIFEL NICOLAUS	Money Market Account				53,074.99	37,369.38	-	70,000.00	20,444.37	12.03
WELLS FARGO	Cash Sweep Account				58,838.29	58,834.02	-	80,000.00	37,672.31	2.56
TOTAL CASH ACCOUNTS WITH BROKERS					123,802.25	96,207.84	-	150,000.00	70,010.09	19.03
<u>INVESTMENTS</u>										
COLOTRUST	Acct. 7081 - PLUS		6.240%		25,000.00		-	-	25,000.00	28.89
TOTAL COLOTRUST					25,000.00	-	-	-	25,000.00	28.89
WELLS FARGO	FHLMC 2646 LL RETAIL LOTTERY	8/15/2033	5.000%	78,000.00	17,075.14	-	(83.49)	12,000.00	4,991.65	287.50
	FHLMC 2640 LL RETAIL LOTTERY	7/15/2033	5.000%	70,000.00	999.20	-	0.80	1,000.00	-	4.17
	FNMA 06-107 PD REMIC MULTICLASS CMO	6/25/2035	5.000%	78,000.00	82,453.80	-	4,382.82	-	86,836.62	2,925.00
	GNMA 08-7 PN REMIC MULTICLASS CMO	1/20/2037	4.250%	60,000.00	35,244.10	-	212.29	6,849.14	28,607.25	861.68
	FHLMC 3393 BY REMIC MULTICLASS CPN	11/15/2037	5.500%	94,000.00	100,110.94	-	5,371.16	-	105,482.10	3,446.64
	FNMA 2008-74B REMIC MULTICLASS CMO	9/25/1938	5.000%	50,000.00	57,018.46	-	1,343.54	2,873.72	55,488.28	2,186.28
	FHLMC 3626 UA REMIC MULTICLASS CMO	9/15/2039	5.000%	50,000.00	38,791.54	-	(4.66)	6,076.08	32,710.80	1,193.64
	GNMA 10-62 LA REMIC MULTICLASS CMO	1/20/2040	4.500%	50,000.00	37,891.31	-	(139.92)	13,680.51	24,070.88	915.73
	GNMA 10-85 HQ REMIC MULTICLASS CMO	3/20/2040	5.000%	144,000.00	135,602.69	-	101.42	16,352.01	119,352.10	4,160.59
	FNMA 10-141 AL REMIC MULTICLASS CMO	12/25/2040	4.000%	90,000.00	86,529.60	-	9,119.70	-	95,649.30	2,700.00
TOTAL WELLS FARGO					591,716.78	-	20,303.66	58,831.46	553,188.98	18,681.23
STIFEL NICOLAUS	FEDL HOME LN MTG CORP #170217	3/1/2017	8.000%	1,120,000.00	2,365.99	-	(34.15)	333.37	1,998.47	121.89
	GNMA POOL #676875	3/15/2023	6.500%	235,000.00	159,458.15	-	426.90	6,865.99	153,019.06	6,997.30
	GNMA POOL #003851	5/20/2036	5.500%	165,000.00	73,014.96	-	1,155.54	11,546.92	62,623.58	2,622.65
	GNMA REMIC SER 2009-79	2/20/2039	5.500%	56,000.00	7,221.81	-	(13.93)	7,207.88	-	106.71
	GNMA REMIC SER 2010-98	7/20/2039	4.000%	70,000.00	67,199.79	-	2,251.51	11,403.19	58,048.11	1,928.89
TOTAL STIFEL NICOLAUS INVESTMENT					309,260.70	-	3,785.87	37,357.35	275,689.22	11,777.44
TOTAL INVESTMENTS					925,977.48	-	24,089.53	96,188.81	853,878.20	30,487.56
TOTAL ALL ACCOUNTS					1,049,779.73	96,207.84	24,089.53	246,188.81	923,888.29	30,506.59

PUEBLO CONSERVANCY DISTRICT

SEPTEMBER 2011 - OCTOBER 2011

RECEIPTS

VENDOR	ITEM	AMOUNT
First Clearing, LLC	Interest Payment	\$ 700.00
First Clearing, LLC	Interest Payment	\$ 867.92
First Clearing, LLC	Interest Payment	\$ 597.13
First Clearing, LLC	Interest Payment	\$ 693.62
First Clearing, LLC	Interest Payment	\$ 864.96
Wells Fargo	ColoTrust Dividend	\$ 1.57
Wells Fargo	ColoTrust Dividend	\$ 1.50
Stifel Nicolaus	Interest Payment	\$ 1,241.85
Stifel Nicolaus	Interest Payment	\$ 1,226.80
Pueblo County	Maint Fund Assessment	\$ 2,821.87
Pueblo County	Maint Fund Assessment	\$ 764.61
		\$ 9,781.83

DEBITS

VENDOR	ITEM	AMOUNT	CHECK	CODE
Black Hills Energy	Electrical Billing	\$ 425.00	3856	105
MBDG, PC	Bookkeeping	\$ 300.00	3857	90
Don Banner - B&B, PC	Attorney Fees	\$ 400.00	3858	80
	Dissolution Matters	\$ 1,948.50	"	80
	Board Member Transition Matters	\$ 6,267.50	"	80
Kidd Engineering	Engineer/Admin Fees	\$ 500.00	3859	83
	Sept 8, 2011 Special Meeting	\$ 218.75	"	83
Director Phillips	Fees	\$ 56.61	3860	81
Director Tapia	Fees	\$ 56.61	3861	81
Director Willumstad	Fees	\$ 56.61	3862	81
The Pueblo Chieftain	Publication Soliciting Board Member Interest	\$ 32.10	3863	96
		\$ 10,261.68		

Sugggested resolution

From: I daveline <ldaveline@cpapueblo.com>
To: "rickkidd@kiddengineering.com"
Subject: Sugggested resolution
Date: Oct 17, 2011 2:48 PM

Rick:

Gale told me this morning that you would like some suggested language which might be included in a resolution of the board which would assist in the implementation of GASB #54. The following is my recommendation:

Whereas, the Governmental Accounting Standards Board (GASB) is the accepted standard setting body in establishing accounting principles for state and local governments and the GASB adopted statement #54 "Fund balance reporting and governmental fund type definitions", in February, 2009,

Whereas, the effective date of the standard for the Pueblo Conservancy District (the District) is the year ended December 31, 2011,

Whereas, the District's accounting firm has recommended the adoption and approval of a fund balance policy that will assist in the implementation of this standard,

Now, therefore, be it resolved by the board of directors of the Pueblo Conservancy District that the board of directors can establish and set committed fund balances of the general fund through the passage of a resolution. Any committed fund balance approved by the board of directors can only be modified or changed by the passage of a new resolution approved by the board of directors. In addition, it is the policy of the board of directors of the Pueblo Conservancy District that the board of directors assign any fund balance in the general fund simply by the passage and approval of a motion of the board.

Well, the above represents my recommendation for the board policy. Let me know if you have any questions or comments.

Larry

FEDERAL TAX ADVICE DISCLAIMER: We are required by U.S. Treasury Regulations to inform you that, to the extent this message includes any federal tax advice, this message is not intended or written by the sender to be used, and cannot be used, for the purpose of avoiding federal tax penalties.

COOPERATION AGREEMENT

THIS COOPERATION AGREEMENT ("Agreement") is made and entered into as of the _____ day of _____, 2011, by and between the Pueblo Conservancy District, a Colorado conservancy district established under the Conservancy Law of Colorado ("District"), hereinafter referred to as "District" and Pueblo, a Municipal Corporation, hereinafter referred to as the "City". Together these entities may be referred to herein as the "Parties" or each individually as a "Party".

RECITALS

A. This Agreement is entered into pursuant to sections 29-1-201 to 203, C.R.S. (2010). Each of the parties is a political subdivision of the State of Colorado within the meaning of section 29-1-202(2), C.R.S. (2010), and therefore, each is a government within the meaning of section 29-1-202(1), C.R.S. (2010).

B. The District was formed after the 1921 Pueblo Flood for the principal purpose of providing flood protection in a portion of the City of Pueblo. In furtherance of said purpose, it has constructed and has since maintained the so-called "Pueblo Conservancy District Levee" (the "Levee").

C. City is a Colorado home rule city organized and existing under and by virtue of Article XX of the Colorado Constitution.

D. The City has the authority, capacity, and ability to undertake and provide for and on behalf of District general administrative support services and professional engineering services; and

E. The District desires to contract with City to provide said services and functions through City's Departments of Public Works and Planning, and its Stormwater Utility Enterprise, the staff of the foregoing, other City departments and, where appropriate, retained consultants and contractors.

F. In recent years, District has imposed maintenance assessments which City contends were contrary to statutory requirements, arbitrary and capricious and void for a number of reasons. Without District or City waiving or relinquishing their respective positions, the Parties desire that an accounting be retained of the value of all non-reimbursed in-kind services and functions provided hereunder by City, and such amounts shall be credited for all purposes against any unpaid maintenance assessments by City.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the terms and conditions set forth herein, the parties hereto do mutually agree as follows:

1. SCOPE OF SERVICES; RESPONSIBILITIES OF CITY.

(a) City agrees to perform and provide, using its own employees and/or consultants or contractors, the administrative and engineering services and items of work, and furnish all labor and materials encompassed within or reasonably necessary to accomplish the functions and activities described in the Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference, in full compliance with all provisions of this Agreement.

(b) City represents that it: (i) has the requisite authority and capacity to perform the services and work contemplated in Exhibit "A"; (ii) that it is a political subdivision of the State of Colorado; and (iii) that it is fully aware of and understands its duty to perform all functions and services in accordance with general law and any applicable laws and regulations that apply to such work.

2. RESPONSIBILITIES OF THE DISTRICT.

The District shall designate a representative who will be authorized to make all necessary decisions required of the District on behalf of the District in connection with the performance of this Agreement and the disbursement of funds in connection with the functions and activities encompassed within the Scope of Services. In the absence of such a designation, the Chairman of the District's Board shall be deemed as District's authorized representative.

3. CITY'S COMPENSATION AND METHOD OF PAYMENT.

(a) Subject to the provisions of section 3(d), the District will promptly pay to City an amount up to that specified in subparagraph (b) of this paragraph as full compensation for all services and work to be performed or undertaken by City under this Agreement which is contemplated by the Scope of Services.

(b) District shall pay to City (or make a credit as provided in Recital F and Section 3(d)) for services covered by the Scope of Services - Exhibit "A", a sum not to exceed \$_____, computed in accordance with the budget and rates set forth in Exhibit "B" attached hereto.

(c) In the event District requests or authorizes work beyond or in addition to that set forth in the Scope of Services - Exhibit "A", District shall pay additional compensation to City. The amount of such additional compensation shall be negotiated, but in the event the parties fail to negotiate or are unable to agree regarding compensation, in that event, City shall be compensated for staff time and its costs at the rates set forth in Exhibit "B" and for the work of subcontractors and consultants in an amount equal to the reasonable actual cost to City.

(d) As used in this section, the phrase "in-kind services" shall mean services performed by employees of City for and on behalf of District which are encompassed within the Scope of Services. City shall keep records of the general nature and value of in-kind services provided hereunder in accordance with Exhibit "B" hereto. District shall not be required to pay for in-kind services, but the value of same shall be credited against the amount of City's unpaid maintenance assessments. District

shall be required to promptly reimburse City for all other amounts including all costs incurred by City and all amounts paid to contractors and consultants. Nothing in this section shall be construed as an admission by City that the unpaid maintenance assessments are valid or that the same constitute a lawful debt by City, or as any promise or agreement by City to pay or retire same.

4. TERM OF AGREEMENT.

The term of this Agreement shall be from January 1, 2012 to December 31, 2012 unless sooner terminated as herein provided.

5. TERMINATION OF AGREEMENT.

(a) For Cause. This Agreement may be terminated by either Party for cause, including any nonperformance by the other Party, upon thirty (30) days written notice to other Party including a statement of the reasons therefor, and after an opportunity for a hearing has been afforded. If a hearing is requested, it shall be held before a panel of three persons jointly appointed by District's Board and the City Manager of City, whose decision shall be final. The determination of the Panel as to the cause of termination and the appropriateness thereof shall be final and binding upon both District and City. Cause for termination shall mean any material failure by a Party to comply with any term of this Agreement.

(b) For Convenience. This Agreement may be terminated by District or City for convenience effective 90 days after notice of termination is given by one Party to the other. In the event of such termination, City will be reimbursed for all work and services performed through the effective date of termination, subject to the limitations of Section 3 of this Agreement. This Agreement shall automatically terminate at the end of its term.

(c) Post Termination Procedures. In the event of termination, City shall cease further work and the City shall be entitled to receive just and equitable compensation for satisfactory work performed through the effective date of termination for which compensation has not previously been paid nor reimbursement made.

6. ASSIGNABILITY.

This Agreement shall not be assigned or transferred by either party without the prior written consent of the other party. Any assignment or attempted assignment made in violation of this provision shall, at the non-assigning party's election, be deemed void and of no effect whatsoever.

7. CONFLICT OF INTEREST.

The City certifies that neither it nor any members of its City Council, officers or employees has or will derive any personal or financial interest or benefit from the activity or activities assisted pursuant to this Agreement, nor has an interest in any contract, subcontract or agreement with respect thereto, nor the proceeds thereunder, either for themselves or for those with whom they have family or business ties, during their tenure and for one year thereafter.

8. CITY RECORDS.

City shall maintain records as to services provided, and reimbursable expenses incurred in performing the Scope of Services and complete accounting records. Accounting records shall be kept on a generally recognized accounting basis. The City agrees to comply with all applicable uniform administrative requirements described or referenced in any applicable state or federal regulations. District and its authorized representatives shall have the right to inspect and copy, during reasonable business hours, all books, documents, papers and records of the City which relate to this Agreement for the purpose of making an audit or examination. Upon completion of the work and end of the term of this Agreement, the District may require that a copy of all of City's financial records relating to this Agreement to be provided to District.

9. CITY FILES AND INFORMATION REPORTS.

The City shall maintain files containing information which shall clearly document all activities performed in conjunction with this Agreement, including, but not limited to, financial transactions, conformance with assurances, activity reports, and program income, if any. These records shall be retained by the City for a period of three years after the expiration of the term of this Agreement.

10. INDEPENDENCE OF CITY.

Nothing herein contained nor the relationship of City to District, which relationship is expressly declared to be that of an independent contractor, shall make or be construed to make City or any of City's agents or employees the agents or employees of the District. City shall be solely and entirely responsible for its acts and the acts of its agents, employees and subcontractors.

11. LIABILITY; INSURANCE.

As to the District, City agrees to assume the risk of all personal injury to City employees, including death and bodily injury, and damage to and destruction of City property, including loss of use therefrom, caused by or sustained, in whole or in part, in conjunction with or arising out of the negligent performance or nonperformance of this Agreement by City or by the conditions created thereby; provided, however, that nothing in this paragraph is intended, nor should it be construed, to create or extend any rights, claims or benefits or assume any liability for or on behalf of any third party, or to waive any immunities or limitations otherwise conferred under or by virtue of federal or state law, including but not limited to the Colorado Governmental Immunity Act, C.R.S. §24-10-101, et. seq. City shall provide and maintain Workers' Compensation insurance coverage or self insurance on its employees complying with the requirements of State law.

12. EQUAL EMPLOYMENT OPPORTUNITY.

In connection with the performance of this Agreement, City shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, disability or age. City shall endeavor to insure that applicants are employed, and that employees are treated

during employment, without regard to their race, religion, sex, national origin, disability or age.

13. SIGNATURES.

The persons signing this Agreement on behalf of each party represent and warrant that such persons and their respective party have the requisite power and authority to enter into, execute and deliver this Agreement and that this Agreement is a valid and legally binding obligation of such party enforceable against it in accordance with its terms.

14. OTHER PROVISIONS.

(a) Notices. All notices and other communications that are required or permitted to be given to the Parties under this Agreement shall be sufficient in all respects if given in writing and delivered in person, by express courier, or by First Class U.S. Mail, postage prepaid. Notice delivered in person or by courier shall be effective upon such delivery; notice through U.S. Mail shall be effective three (3) days after deposit in the U.S. Mail. Notice shall be given to the receiving party at the following addresses:

If to Pueblo: City Manager
Pueblo Municipal Justice Center
200 S. Main Street
Pueblo, CO 81003

with a copy to: City Attorney
503 N. Main Street, Suite 203
Pueblo, CO 81003

If to District: _____

with a copy to: Mr. Donald J. Banner
P. O. Box 583
Pueblo, CO 81002

or to such address as such Party may have given to the other by notice pursuant to this paragraph.

(b) Assignment. This Agreement may not be assigned by either Party without the prior written consent of the other Party. Any attempted assignment in violation of this provision shall be void.

(c) No Costs or Attorney's Fees. In the event of any litigation or other dispute resolution process arising out of this Agreement, the Parties agree that each shall be responsible for its own costs and attorney's or other fees associated with any such action.

(d) Entire Agreement; Amendments. This Agreement constitutes the entire agreement between the Parties relating to the subject matter hereof. All prior or contemporaneous oral agreements and discussions among the Parties or their respective agents or representatives relating to the subject matter are merged into this Agreement. This Agreement may be altered, amended, or revoked only by an instrument in writing signed by the Parties. Email and all other electronic (including voice) communications from either Party in connection with this Agreement are for informational purposes only. No such communication is intended by any Party to constitute either an electronic record or an electronic signature, or to constitute any agreement by any Party to conduct a transaction by electronic means. Any such intention or agreement is hereby expressly disclaimed.

(e) Applicable Law. This Agreement shall be governed by and construed according to the law of the State of Colorado.

(f) Waiver. The failure of either of the Parties to insist upon the strict performance of any provisions of this Agreement or to exercise any right, power, or remedy upon a breach thereof shall not constitute a waiver of that or any other provision of this Agreement or limit that Party's right thereafter to enforce any provision or exercise any right.

(g) Captions. All captions contained in this Agreement are for convenience only and shall not be deemed to be part of this Agreement.

(h) Counterparts. This Agreement may be executed in multiple counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.

(i) Parties Bound by Agreement. This Agreement is binding upon the Parties hereto and upon their respective legal representatives and successors.

(j) Construction. All section, paragraph, and exhibit (if any) references used in this Agreement are to this Agreement unless otherwise specified.

(k) Authorizations. The governing bodies of each of the Parties have authorized the execution of this Agreement by resolution or ordinance.

(l) Dispute Resolution. If a dispute arises between the Parties relating to this Agreement, the following procedure shall be followed: The Parties agree to meet and confer in good faith in an attempt to resolve any dispute, allowing a period of thirty (30) calendar days for same. If the Parties are not successful in resolving the dispute in this fashion, then the Parties shall be free to pursue any available legal or equitable remedy.

(m) No Third Party Beneficiaries. This Agreement is intended to describe the rights and responsibilities of and between the Parties and is not intended to, and shall not be deemed to confer any rights upon any persons or entities not named as parties, nor to limit in any way the powers and responsibilities of the Parties or any other entity not a party hereto.

(n) Force Majeure. Subject to the terms and conditions in this paragraph, no party to this Agreement shall be liable for any delay or failure to perform under this Agreement due solely to conditions or events of Force Majeure, specifically (a) acts of God, (b) sudden actions of the elements such as floods, earthquakes, hurricanes, or tornadoes, (c) sabotage, (d) vandalism beyond that which can be reasonably prevented, (e) terrorism, (f) war, and (g) riots provided that: (A) the non-performing Party gives the other Party prompt written notice describing the particulars of the occurrence of the Force Majeure; (B) the suspension of performance is of no greater scope and of no longer duration than is required by the Force Majeure event or condition; and (C) the non-performing Party proceeds with reasonable diligence to remedy its inability to perform and provides weekly progress reports to the other Party describing the actions taken to remedy the consequences of the Force Majeure event or condition. In the event of a change in municipal (or other governmental entity), state or federal law or practice that prohibits or delays performance, the obligation to seek a remedy shall extend to making reasonable efforts to reform the Agreement in a manner inconsistent with the change that provides the Parties substantially the same benefits as this Agreement, provided, however, that no such reformation shall increase the obligations of either Party. In the event any delay or failure of performance on the part of the Party claiming Force Majeure continues for an uninterrupted period of more than three hundred sixty-five (365) days from its occurrence or inception as notices pursuant to this Agreement, the Party not claiming Force Majeure may, at anytime following the end of such one-year period, terminate this Agreement upon written notice tot the Party claiming Force Majeure.

(o) Non-Business Days. If any date for any action under this Agreement falls on a Saturday, Sunday or a day that is a "holiday" as such term is defined in Rule 6 of the Colorado Rules of Civil Procedure, then the relevant date shall be extended automatically until the next business day.

(p) Joint Draft. The Parties, with each having the opportunity to seek the advice of legal counsel and each having an equal opportunity to contribute to its content, drafted this Agreement jointly.

(q) Non-Severability. Each paragraph of this Agreement is intertwined with the others and is not severable unless by mutual consent of the Parties.

(r) Effect of Invalidity. If any portion of this Agreement is held invalid or unenforceable for any reason by a court of competent jurisdiction as to any Party or as to all Parties, the Parties will immediately negotiate valid alternative portion(s) that as nearly as possible give effect to any stricken portion(s).

(s) Sole Obligation of Stormwater Enterprise. The Parties agree that any and all obligations of City under this Agreement are the sole obligations of the City acting by and through its Stormwater Enterprise and, as such, shall not constitute a general obligation or other indebtedness of the City or a multiple fiscal year direct or indirect debt or other financing obligation whatsoever of the City within the meaning of any constitutional, statutory or charter limitation. The District also agrees that it shall not have any recourse against any of the properties or revenues of the City, except that in order to satisfy any non-appealable judgment against the City, the District shall have recourse against

the net revenues of the Stormwater Enterprise that are available therefor in the Stormwater Enterprise's Stormwater Utility Fund, or any successor fund, after payment of all expenses related to the operation and maintenance and periodic payments on bonds, loans and other obligations of the Stormwater Enterprise.

IN WITNESS WHEREOF, the City and the District have executed this Agreement as of the date first above written.

PUEBLO CONSERVANCY DISTRICT

ATTEST:

Secretary

By _____
Chairman of the Board

PUEBLO, A MUNICIPAL CORPORATION

ATTEST:

City Clerk

By _____
President of the City Council

[S E A L]

Little Caesar's Pizza

From: southeastern colorado heritage center <info@theheritagecenter.us>
To: Subject: Little Caesar's Pizza
Date: Oct 18, 2011 2:30 PM
Attachments: [Fundraiser Pizza.docx](#)

This fundraiser is really going well.

We would like to send in another order for the fundraiser card. It is a really good deal.

Have your \$20 to us by November 8 to be in time for the second order.

Forward this to your family and neighbors.

Thanks,

Fran

Southeastern Colorado Heritage Center and Museum

201 West "B" Street

Pueblo, CO 81005

719-295-1517

719-295-0040 (Fax)

info@theheritagecenter.us

WITH THE UPCOMING HOLIDAYS AND FOOTBALL SEASON, THIS IS A PERFECT WAY TO ENJOY THE FESTIVITIES AND HELP WITH A SCHC FUNDRAISER AT THE SAME TIME.

COME IN TO THE HERITAGE CENTER OR CALL IN AN ORDER FOR A LITTLE CAESARS PIZZA CARD WHICH SELLS FOR \$20.00. WHEN YOU TAKE THE CARD TO ANY OF THE FIVE LITTLE CAESARS LOCATIONS AND BUY A "LARGE SUPREME" PIZZA AT REGULAR PRICE (\$12.99) THEN SHOW THE CARD, YOU WILL RECEIVE A FREE "LARGE ONE-TOPPING" PIZZA (A SAVINGS OF \$5.99). THE CARD IS GOOD FOR ONE YEAR AND CAN BE USED AS MANY TIMES AS YOU WISH IN THE ONE YEAR PERIOD. YOU WILL GET BACK MORE THAN \$20 IF THE CARD IS USED FOUR TIMES AND IT CAN STILL CONTINUE TO BE USED UNTIL THE EXPIRATION DATE OF ONE YEAR. IF YOU BUY TWO OR MORE PIZZAS AT THE SAME TIME, YOU GET TWO OR MORE FREE PIZZAS. PAYMENT IS DUE AT TIME OF ORDER.

YOUR FRIENDS AND FAMILY ARE WELCOME TO PARTICIPATE IN THIS FUNDRAISER!

FOR ADDITIONAL INFORMATION CALL FRAN REED 295-1517 OR BETTY DURAN 564-6516.

EXHIBIT "A"

SCOPE OF SERVICES

I. Administration.

City will provide staff for District including an Administrator, who shall be the City Director of Public Works, and other clerical and support staff as needed. City staff will perform all administrative functions necessary to facilitate District's regular and special meetings and the meetings of any boards or special committees of District, including preparation of agenda materials, public notices, and distribution of materials. City will provide a recording secretary for meetings. The Administrator shall also handle the day-to-day administrative tasks for District assigned by District's Board and within the confines of the District budget allocated for such purposes.

II. Engineering and Levee Planning.

City will perform such engineering services as may be authorized by District using City's Stormwater Enterprise staff within the available appropriations and within the confines of the District budget allocated for such purposes. City will assist District in contracting for special engineering consultants approved by District's Board for the purpose of levee certification and related functions.

EXHIBIT "B"

I. Budget for Contract Services.

a.	In-Kind Services (Agreement Section 3(d))		
		Administration	\$ 6,000.00
		Engineering Services	\$ 94,000.00
b.	Reimbursable Expenses	Expenses	\$ 5,000.00
		Total	\$105,000.00

II. Compensation and Reimbursement.

a. Reimbursable Expenses. District will reimburse City for expenses incurred by its Department of Public Works, Planning Department and Stormwater Enterprise on a quarterly basis. Expenses include the following: office supplies, postage, photocopies, fax, long distance calls, mileage, blueprints, and other out-of-pocket expenses reasonably incurred on behalf of District. Details on each of these expenses shall be submitted through a request for reimbursement and are listed below.

Office Supplies: Office supplies, such as newspaper ads or public notices, plaques presented to past Board members, letterhead, and envelopes, etc., are charged accordingly to the specific activity at the direct rate cost.

Postage: Postage will be tracked by the City.

Photocopies: Photocopies are assessed at 5¢ per page, which includes the cost of machine use, paper, and toner. A "copy log" is kept in order to maintain an accurate count.

Fax: District will be charged City's actual direct costs associated with fax services (i.e., the cost of long distance phone and cost per fax copy).

Long Distance Telephone Calls: Long distance telephone calls are assessed per call at the direct rate.

Mileage: Mileage is kept on a "mileage log." District is assessed at a rate per mile established annually by City at then applicable I.R.S. rate.

b. Employee Time. Employee time is accrued but not billed in accordance with Agreement §3(d) at a weighted hourly rate that includes salary, benefits, and other employee costs for actual hours worked on District's administration program activities. The following weighted hourly rates apply for 2011:

Director of Public Works	\$ _____
Asst. City Manager for Development Services	\$ _____

Engineer Supervisor	\$ _____
Engineer	\$ _____
Administrative Tech	\$ _____
Clerk Typist	\$ _____

EXHIBIT "A"

SCOPE OF SERVICES

City will provide staff services for District including administration, engineering, planning, examination of district properties and levies, and the development and maintenance of parks and recreation facilities within the District's boundaries that comply with the Order Approving the Amended Official Plan for the Pueblo Conservancy District dated May 29, 2007 as further described below:

I. Administration.

City will provide staff for District including an Administrator, who shall be the City Director of Public Works, and other clerical and support staff as needed. City staff will perform all administrative functions necessary to facilitate District's regular and special meetings and the meetings of any boards or special committees of District, including preparation of agenda materials, public notices, and distribution of materials. City will provide a recording secretary for meetings. The Administrator shall also handle the day-to-day administrative tasks for District assigned by District's Board and within the confines of the District budget allocated for such purposes.

II. Inspection of District Properties and Levies.

Complete necessary examination of the concrete flood protection levee from 11th Street in Pueblo to Runyon Lake and the earthen levee along Wildhorse Creek.

II. Engineering, Planning and Levee Certification.

City will perform such engineering services and participate in the development of parks and recreational facilities including, but not limited to, trails, greenways, and riverfront development, as authorized by District using City staff within the available appropriations and within the confines of the District budget allocated for such purposes. City will assist District in contracting for special engineering consultants approved by District's Board for the purpose of levee certification and related functions.

IV. Maintenance of District Properties and Levies.

City will perform such maintenance services as may be authorized by District using City's Stormwater Enterprise staff within the available appropriations and within the confines of the District budget allocated for such purposes. The maintenance includes but is not limited to levee stability; erosion repair and prevention; levee seam caulking; water gate maintenance; removal of debris, vegetation and blockage; cleaning and weeding operations; brush removal and protection of assets currently part of the flood protection system; and maintenance road repairs and property maintenance.

V. Parks and Recreation Facilities.

City will perform such maintenance services as may be authorized by District within the available appropriations and within the confines of the District budget allocated for such purposes for the maintenance of the public access and use of Runyon Lake, the Arkansas River and Thomas Phelps Creek for recreational purposes including, but not limited to, fishing, kayaking and hiking.

**PUEBLO CONSERVANCY DISTRICT
PAYMENTS TO KIDD ENGINEERING
JAN 2007 THRU SEPTEMBER 2011**

MONTH	ENGR/ADMIN	LEEVE CERT MTNGS, ETC.	LEEVE REP DSGN	SURVEYS & PLANNING	MAINT FUND ASSMNT PRGRM	LEEVE REPAIR OVERSIGHT	OWNRSH MAPS	4TH ST BRIDGE	SORT & ORG FILES	POST & OFF SUP	COPYING	OTHER	COMMENTS
2006													
JAN	\$ 400.00												
FEB	\$ 400.00												
MAR	\$ 400.00												
APR	\$ 400.00												
MAY	\$ 400.00												
JUN	\$ 400.00	\$ 450.00								\$ 8.84			
JUL	\$ 400.00												
AUG	\$ 400.00												
SEP	\$ 400.00												
OCT	\$ 400.00												
NOV	\$ 400.00												
DEC	\$ 400.00												
	\$ 4,800.00	\$ 450.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8.84	\$ -	\$ -	TOTAL \$ 5,258.84

2007													
JAN	\$ 400.00			\$ 1,100.00				\$ 150.00					
FEB	\$ 400.00									\$ 120.57			
MAR	\$ 400.00												
APR	\$ 400.00												
MAY	\$ 400.00												
JUN	\$ 400.00												
JUL	\$ 400.00												
AUG	\$ 400.00												
SEP	\$ 400.00												
OCT	\$ 400.00												
NOV	\$ 400.00									\$ 59.05			
DEC	\$ 400.00								\$ 1,454.00				TOTAL
	\$ 4,800.00	\$ -	\$ -	\$ 1,100.00	\$ -	\$ -	\$ -	\$ 150.00	\$ 1,454.00	\$ 179.62	\$ -	\$ -	\$ 7,683.62

[illegible]

DEC	\$ 500.00									\$ 7.79			TOTAL	
	\$ 5,900.00	\$ -	\$ -	\$ 2,790.00	\$ 29,003.30	\$ -	\$ 5,931.90	\$ -	\$ -	\$ 7.79	\$ -	\$ 250.00	\$ 43,882.99	

2009														
JAN	\$ 500.00									\$ 72.20				
FEB	\$ 500.00													
MAR	\$ 500.00				\$ 17,376.05					\$ 16.80				
APR	\$ 500.00										\$ 27.88			
MAY	\$ 500.00													
JUN	\$ 500.00													
JUL	\$ 500.00													
AUG	\$ 500.00				\$ 894.50									
SEP	\$ 500.00													
OCT	\$ 500.00													
NOV	\$ 500.00													
DEC	\$ 500.00												TOTAL	
	\$ 6,000.00	\$ -	\$ -	\$ -	\$ 18,270.55	\$ -	\$ -	\$ -	\$ -	\$ 89.00	\$ 27.88	\$ -	\$ 24,387.43	

2010														
JAN	\$ 500.00				\$ 3,622.50									
FEB	\$ 500.00													
MAR	\$ 500.00			\$ 2,551.50										
APR	\$ 500.00									\$ 9.20				
MAY	\$ 500.00													
JUN	\$ 500.00													
JUL	\$ 500.00													
AUG	\$ 500.00													
SEP	\$ 500.00													
OCT	\$ 500.00													
NOV	\$ 500.00				\$ 3,264.75					\$ 12.09				
DEC	\$ 500.00	\$ 460.00											TOTAL	
	\$ 6,000.00	\$ 460.00	\$ -	\$ 2,551.50	\$ 6,887.25	\$ -	\$ -	\$ -	\$ -	\$ 21.29	\$ -	\$ -	\$ 15,920.04	

2011															
JAN	\$ 500.00	\$ 373.75										\$ 258.75	Document move from Heritage Center		
FEB	\$ 500.00					\$ 3,789.66				\$ 1.76					
MAR	\$ 500.00														
APR	\$ 500.00											\$ 187.50	SECHC display research		
MAY	\$ 500.00			\$ 1,453.50		\$ 15,165.00									
JUN	\$ 500.00														
JUL	\$ 500.00														
AUG	\$ 500.00														
SEP	\$ 500.00				\$ 750.00					\$ 24.50					
OCT															
NOV															
DEC													TOTAL		
	\$ 4,500.00	\$ 373.75	\$ -	\$ 1,453.50	\$ 750.00	\$ 18,954.66	\$ -	\$ -	\$ -	\$ 26.26	\$ -	\$ 446.25	\$ 26,504.42		

**PUEBLO CONSERVANCY DISTRICT
2011 BUDGET**

	2010 BUDGET	2010 Actual to 9/30/10	2010 Projected	2011 BUDGET
REVENUES				
Interest	\$ 49,800	\$ 28,894	\$ 39,500	\$ 40,000
Unrealized Gains	\$ -	\$ 20,549	\$ 20,000	\$ -
Maintenance Fund Assessment	\$ 330,000	\$ 161,177	\$ 180,000	\$ 332,000
Leases, Books, Other	\$ 2,500	\$ 1,875	\$ 2,500	\$ 2,500
Other Income	\$ -	\$ -	\$ -	\$ -
Cost of Sales	\$ -	\$ -	\$ -	\$ -
Total Revenues	\$ 382,300	\$ 212,495	\$ 242,000	\$ 374,500
EXPENDITURES				
Legal Fees	\$ 4,800	\$ 3,600	\$ 4,800	\$ 4,800
Directors Fees	\$ 3,000	\$ 1,920	\$ 2,580	\$ 3,000
FICA Taxes	\$ 166	\$ -	\$ 198	\$ 230
Engineer/Administrative	\$ 6,000	\$ 4,000	\$ 6,000	\$ 6,000
Audit & Bookkeeping	\$ 3,600	\$ 2,400	\$ 3,600	\$ 3,900
Insurance/Bonds	\$ 3,000	\$ 817	\$ 2,817	\$ 3,200
Office Expense	\$ 500	\$ 126	\$ 250	\$ 500
Office Rent/Storage	\$ 750	\$ 940	\$ 940	\$ 1,000
Professional Fees	\$ 10,000	\$ 6,241	\$ 7,500	\$ 10,000
Appraisal	\$ 20,000	\$ -	\$ -	\$ 3,000
Travel	\$ 3,500	\$ -	\$ -	\$ 1,200
Repairs & Maintenance	\$ 90,000	\$ 4,915	\$ 5,000	\$ 50,000
Arkansas River Levee Repairs	\$ 30,000	\$ -	\$ -	\$ 220,000
Levee Certification -- Preliminary Work	\$ 20,000	\$ -	\$ -	\$ 50,000
Contingencies	\$ 500	\$ -	\$ -	\$ 5,000
Emergency Repairs	\$ 20,000	\$ -	\$ -	\$ 15,000
Capital Improvements	\$ 25,000	\$ 20,000	\$ 20,000	\$ 25,000
Planning & Development	\$ 5,000	\$ -	\$ -	\$ 5,000
HARP -- IGA Contribution	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000
HARP -- O&M	\$ 10,000	\$ 11,000	\$ 11,000	\$ 10,000
Total Expenditures	\$ 305,816	\$ 105,959	\$ 114,685	\$ 466,830
Excess of Revenues Over (Under) Expenditures	\$ 76,484	\$ 106,536	\$ 127,315	\$ (92,330)
Beginning Reserve Fund Balance	\$ 994,846	\$ 1,050,372	\$ 1,050,372	\$ 1,177,687
Ending Reserve Fund Balance	\$ 1,071,330	\$ 1,156,908	\$ 1,177,687	\$ 1,085,357

PUEBLO CONSERVANCY DISTRICT
NOTICE OF PROPOSED BUDGET

The Board of Directors of THE PUEBLO CONSERVANCY DISTRICT, hereby gives notice that the proposed budget for the fiscal year commencing January 1, 2011 shall be open for inspection by the public at the office of the District at 44811 East US Highway 50, Avondale, Colorado at such times as may be arranged by appointment with the District Administrator, Rick Kidd, whose phone number is (719)544-5239. The Board of Directors will consider the final adoption of such proposed budget on the 17th day of November, 2010, at 8:00 o'clock a.m. at the meeting place of the District, Southeastern Colorado Heritage Center, 201 West B Street, Pueblo, Colorado. Any interested elector may inspect such proposed budget and file or register any objections thereto at any time prior to the final adoption of the budget.



September 1, 2011

Pueblo Conservancy District
Attn: Mr. Rick Kidd
44811 E. US Highway 50
Avondale, CO 81002

Dear Mr. Kidd,

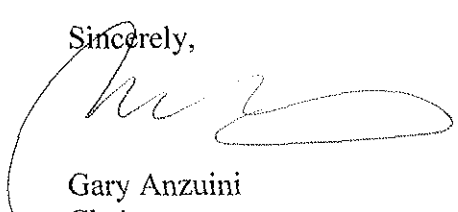
Enclosed please find the Annual Plan and Budget for the HARP Authority, which was approved by the Authority Board at their August 12th special meeting, for fiscal year 2012. The 2012 fiscal year begins on January 1, 2012 and ends on December 31, 2012.

The total budget for 2012 is \$696,425, which includes a requested contribution from Pueblo Conservancy District in the amount of \$50,000, which is 7.2% of the budget. We are also requesting the maintenance contribution of \$10,000.

Major changes reflected in the 2012 Annual Plan include the transfer of all major events and the cost associated with these events to the HARP Foundation, and the transfer of all fee based revenue activities and their associated cost to an Enterprise Operation Fund. The resulting HARP Authority Annual Plan and Budget reflects the annual operating and maintenance cost of the Riverwalk.

Please feel free to contact me to set up a meeting should you have any questions regarding the budget, our request, or any other questions regarding how this annual plan and budget will effect the operation or maintenance of the Riverwalk.

Sincerely,



Gary Anzuini
Chairperson

HARP AUTHORITY
200 West First Street, Suite 303
Pueblo, Colorado 81003
Telephone: (719) 595-0242 • Fax: (719) 583-4696
www.puebloharp.com

HARP BOATHOUSE
101 S. Union Avenue
Pueblo, Colorado 81003
Telephone: (719) 595-1589 • Fax: (719) 595-1592
www.puebloharp.com

HARP Authority 2012 Annual Plan and Budget

Beginning Total Operating/Cash Reserve Balance for 1 Month Personnel Expenses	\$	25,000
Beginning Total Maintenance Reserve Balance for Insurance Deductibles	\$	2,500

Revenues

2012 Budget

IGA Contributions

City of Pueblo	\$	241,600
County of Pueblo	\$	200,000
Pueblo County Conservancy District	\$	50,000
Urban Renewal Authority of Pueblo	\$	50,000
Total IGA Contributions	\$	541,600

Sponsorships

Facilities	\$	8,000
Total Sponsorship Income	\$	8,000

Vendor Rental Income

Patio Lease	\$	15,025
Other Vendor Rentals	\$	-
Total Vendor Rental Income	\$	15,025

CAM Fees

CAM Fees	\$	77,000
Total CAM Fees	\$	77,000

Other Income

Misc. Income	\$	250
Interest Income	\$	250
Pueblo Conservancy District - Mtnce Reimb	\$	10,000
HARP Land Sales Fund - Capital Improve	\$	-
Contract Revenue from Foundation Mgmt	\$	22,800
Foundation - Special Event Mgmt Fee	\$	20,000
Enterprise Operations Mgmt Service Fee	\$	1,500
Total Other Income	\$	54,800

City Fountain Contract Revenue

*

Total Revenues

\$ 696,425

* \$11,500 for City of Pueblo Fountain Operation to be budgeted within the Non-Departmental - Contractual payments section of the City of Pueblo 2012 Budget

HARP Authority 2012 Annual Plan and Budget

Expenses

2012 Budget

General Operating - Personnel

Personnel Expenses

Salaries	\$	237,600
Employee Benefits	\$	78,325
Payroll Taxes	\$	18,820
Workers Compensation	\$	650
Total Personnel Expenses	\$	335,395

Administrative Expenses

Public Relations - General	\$	1,250
Bad Debt	\$	-
Misc. - Board Meeting / Other	\$	425
Special Exp Reimbursable - HARP Foundation	\$	-
Mileage Reimbursement	\$	4,250
Employee Cell Phone Reimbursement	\$	2,000
Total Administrative Expenses	\$	7,925

Office Expenses

Bank/Credit Card Charges	\$	650
Supplies - Office / Copier	\$	4,500
Office Lease	\$	24,775
Telecommunications	\$	4,300
Office Equipment/Maintenance	\$	4,000
Taxes & Licenses	\$	500
Capital - General	\$	2,500
Postage - US Postal / Overnight	\$	1,750
Operations - Web Server	\$	350
Operations - Copier Lease	\$	2,750
Operations - Professional Printing	\$	355
Operations - Monthly Copy Service	\$	2,500
Total Office Expense	\$	48,930

Training / Travel Expenses

Education, Training & Recruitment	\$	1,000
Travel - Airfare	\$	1,000
Travel - Lodging	\$	1,000
Travel - Meals	\$	400
Travel - Mileage Reimbursement	\$	500
Total Training / Travel Expenses	\$	3,900

Professional Services Expenses

Professional Dues & Subscriptions	\$	1,500
Professional Services (Legal/Audit/Computer)	\$	15,000
Total Professional Services Expenses	\$	16,500

HARP Authority 2012 Annual Plan and Budget

Operations / Maintenance Expenses

Vehicle Maintenance & Fuel	\$	500
Property Insurance	\$	10,480
Contract Services - Janitorial Services	\$	10,200
Janitorial Supplies	\$	3,750
Contract Services - Elevator	\$	4,000
Contract Services - Landscape & Mtnc	\$	121,995
Landscape & Mtnc Supplies	\$	12,500
Contract Services - Horticultural	\$	2,000
Horticultural Supplies	\$	1,000
Landscape Materials & Plants	\$	1,000
Contract Services - Security	\$	59,500
Security - Capital Equip & Supplies	\$	3,000
Contract Services - Animal Mitigation	\$	7,000
Animal Mitigation Supplies	\$	850
Contract Services - Fountain	\$	15,500
Fountain Supplies & Parts		**
Electrical	\$	2,500
Equipment Rental	\$	750
Utilities		
Black Hills	\$	22,500
Board of Water Works		
Stormwater Fees	\$	2,835
Water Fees	\$	665
Waste Connections	\$	1,250
Capital - Maintenance		**
Capital - Repairs		**

Total Operation / Maintenance Expenses	\$	283,775
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City Fountain Contract Expenses

*

Total Expenses

\$	696,425
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Net Revenue (Cash Flow/Shortfall)	\$	-
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Total Operating/Cash Reserve Balance for Personnel Expenses	\$	25,000
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Total Maintenance Reserve Balance for Insurance Deductibles	\$	2,500
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** \$60,000 for HARP Capital Maintenance to be budget within the Non-Departmental - Contractual Payments section of the City of Pueblo 2012 Budget

Date _____

**BANNER &
BOWER, P.C.**
ATTORNEYS AT LAW

115 E. RIVERWAL, SUITE 400
P. O. Box 583
PUEBLO, COLORADO 81002-0583
PHONE: (719) 544-5086
FAX: (719) 544-2544

DONALD J. BANNER
JOSEPH D. BOWER

OCTOBER 18, 2011

Pueblo Conservancy District
P.O. Box 234
Pueblo, CO 81002

Legal services rendered:

Re: DISSOLUTION (all time billed by DJB unless otherwise noted)

01/18/11	Preparation of Contract; email to Gus and Rick; revise again and send	1.8
02/02/11	Review email from Gus	.2
02/14/11	Conference with Florczak	.4
03/09/11	Review revised IGA	.4
04/13/11	Conference with Gus	.2
04/22/11	Review statute	1.0
04/25/11	Conference with Gus; dictate Memo; review and revise Memo; email to Gus with review of letter	1.6
04/26/11	Review emails from Gus; review draft and reply	.4
06/11/11	Review email from Florczak and reply	.7
07/21/11	Preparation of Order; draft correspondence to City	.9
07/27/11	Review and revise correspondence to City and Order; email to Directors; review emails from Directors; review and revise letter; email to Directors	.7
08/13/11	Conference with Florczak	.8
08/14/11	Email to Board of impressions of meeting with Florczak	.4

08/22/11		Conference with Florczak; emails to client; email from Florczak; conference with Florczak; telephone call from Gus; email to Florczak; review email from Florczak	1.1
08/23/11		Review emails and reply; review email from Gus; conference with Florczak; review draft of Complaint; forward to Directors; calls and meetings with Florczak	2.7

Re: TRANSITION

08/24/11		Work on drafting and reviewing Agreements and Releases; conference with Judge Maes; conference with Florczak; emails and conference call with Directors	5.1
08/24/11	JLB	Conference with Banner re: Settlement Agreements; meet with Judge Maes re: potential resignations	1.0
08/25/11		Calls and emails to Directors to obtain signatures; conference with Kathy; conference with Carla; visit to Municipal Court Building; conference with Carla at Vectra Bank; conference with Florczak; draft and revise proposed Minutes; draft and change to Mutual Release; conference with Florczak and Thiebaut	4.4
08/26/11		Conferences with City Attorney's Office and Gus; emails and telecommunications; review and revise various document drafts	3.4
08/26/11	JLB	Review meeting Agenda and Minutes with Banner in preparation for 9/1/11 meeting	.4
08/29/11	JLB	Phone call with Judge Maes; meet with Judge Maes and City Attorneys re: resignations and new Board Member appointments	1.0
08/30/11	JLB	Meet with Gus; research steps to new Board action	1.0
09/01/11	JLB	Phone call re: placement of Board nomination public announcement; draft Press Release; communications with City Attorney's Office re: Oaths of Office; contact new Board Members re: Oath of Office	.6

09/02/11	JLB	Emails from Rick Kidd; draft Oath of Office; email with Sean; provide Oath and notarization to Sean	.4
09/07/11	JLB	Review documents presented by Sandstrom for potential violation of Settlement Agreement before distribution to new Board Members; review PDPA Application; prepare for meeting	1.2
09/08/11	JLB	Special Meeting 9/8/11; finalize Application for PDPA and send to DORA	2.1
09/19/11	JLB	Follow up re: bank account information and PDPA	.1
09/19/11		Conference with Attorney Boynton re: update	.4
09/20/11		Review emails from Kidd and Willumstad; reply; review LexisNexis File and Serve filing in Case No. 67 CV 17664	.8
09/21/11		Telephone call from Sean; review email from Paul and Rich	.4
09/27/11		Telephone call from Judge Maes; preparation of Oath and Order; email to Court, review documents; telephone call to Donna Phillips; conference with Phillips; email from Judge Maes and reply; email to new Board Members	1.4
09/28/11		Review email from Sean; review email from Kidd	.3
10/06/11		Attend Special Board Meeting (1.8) and preparation for meeting (1.0)	2.8
10/10/11		Review statute; dictate Memo	1.5
Total for Professional Services Rendered			\$8,216.00