

503 N Main, Suite 740 Pueblo, CO 81003 Phone (719) 543-0516 Fax (719) 544-2849

# 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 October 31, 2014 and December 31, 2013, and the related comparative statements of revenue and expenditures – actual and budget – general fund for the one month and ten months ended October 31, 2014 and the year ended December 31, 2013. 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.

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November 14, 2014

### PUEBLO CONSERVANCY DISTRICT BALANCE SHEET - GENERAL FUND ONLY OCTOBER 31, 2014 AND DECEMBER 31, 2013

	10/31/2014	12/31/2013
ASSETS		
VECTRA BANK CHECKING VECTRA BANK MONEY MARKET BROKERAGE MONEY MARKET ACCOUNTS COLOTRUST INVESTMENT STIFEL NICOLAUS INVESTMENT MORGAN STANLEY INVESTMENT ACCRUED INTEREST & OTHER RECEIVABLES MAINTENANCE ASSESSMENTS RECEIVABLE	\$ 537,638 11,912 225,838 25,110 181,926 1,018,183 - 18,768 \$ 2,019,375	11,907 268,940 25,085
LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCE		
ACCOUNTS PAYABLE PAYROLL TAXES PAYABLE MAINTENANCE FUND REFUND PAYABLE	\$ - 138 -	\$ 38,425 1,102 31,288
TOTAL LIABILITIES	138	70,815
DEFERRED INFLOWS OF RESOURCES MAINTENANCE ASSESSMENTS	18,768	858,533
ASSIGNED FUND BALANCE UNASSIGNED FUND BALANCE	597,152 1,403,317	597,152 976,684
TOTAL FUND BALANCE	2,000,469	1,573,836
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCE	\$ 2,019,375	\$ 2,503,184

# PUEBLO CONSERVANCY DISTRICT COMPARATIVE STATEMENT OF REVENUE AND EXPENDITURES ACTUAL AND BUDGET - GENERAL FUND FOR THE ONE MONTH AND TEN MONTHS ENDED OCTOBER 31, 2014 AND THE TWELVE MONTHS ENDED DECEMBER 31, 2013

			AC	TU	AL						
		C	URRENT		YEAR	•	2014	1	UNUSED		2013
			MONTH		TO DATE	1	BUDGET		BUDGET		ACTUAL
R	EVENUES										
INTE	EREST INCOME										
	OLOTRUST	\$	2	\$	24	e		ው		•	
	ONEY MARKET ACCOUNTS	Ф	3	J	24 31	\$	-	\$	~	\$	32
	ELLS FARGO				31		-		-		27
	FIFEL NICOLAUS		774		6 116		-		-		5,575
	ORGAN STANLEY		2,125		6,446		~		-		10,857
	NREALIZED GAINS (LOSSES)		9,200		16,113 8,441						9,447
		_	7,200		0,441				<del></del>		(33,520)
	TOTAL INTEREST INCOME		12,104		31,055		22,000		(9,055)		(7,582)
MAII	NTENANCE FUND ASSESSMENT		3,527		839,755		870,000		20.245		014.010
	OF PUEBLO MAINT. FUND IGA		5,52,		037,733		50,000		30,245		914,818
MAII	NTENANCE FUND REFUND		_		_		30,000		50,000		50,000
OTH	ER INCOME		_				_				(31,288)
				_							275
	TOTAL REVENUES	\$	15,631	\$	870,810	\$	942,000	\$	71,190	\$	926,223
EX	PENDITURES										
80	LEGAL FEES	\$	500	\$	5,082	ď	C 000	ø	010		
81	DIRECTORS FEES	Ψ	1,800	Ф	8,400	\$	6,000	\$	918	\$	7,551
82	FICA TAXES		1,000		505		14,400		6,000		7,200
83	ENGINEER/ADMINISTRATIVE		681		9,304		1,102		597		551
90	AUDIT & BOOKKEEPING		350		9,792		7,200		(2,104)		7,607
92	INSURANCE/BONDS		220		2,877		14,200 3,500		4,408		4,970
96	OFFICE EXPENSE		217		619		2,000		623		3,328
97	OFFICE RENT				840		1,000		1,381 160		1,511
100	PROFESSIONAL FEES		1,344		2,264		12,500		10,236		840
	APPRAISAL		.,		_,_,		12,500		10,230		12,197
103	TRAVEL		-		-		_		-		30,506
105	REPAIRS & MAINTENANCE		660		5,428		18,000		12,572		<i>44</i> 040
	MAINTENANCE FUND ASSESSMENT				.,				12,372		66,868
	PROGRAMMING & MAINTENANCE		-				10,000		_		<b>.</b>
	CONTRACT ADMIN & OVERSIGHT		-		-		15,000		-		
	ARKANSAS RIVER LEVEE REPAIRS		-				15,000		15,000		-
	LEVEE CERTIFICATION-PRELIM		-		-		264,250		264,250		
	ARKANSAS RIVER DESIGN/CONSTRUCTIO		40,220		339,066		700,000		,		_
	WILDHORSE/DRY CREEK LEVEE-PRELIM		-				· -		_		**
	WILDHORSE/DRY CREEK LEVEE DESIGN		-		-		350,000		350,000		-
100	WILDHORSE/DRY CREEK LEVEE CONSTRU		-		-		-				•
	CONTINGENCIES		-		-		20,000		20,000		-
	EMERGENCY REPAIR		•		-		15,000		15,000		
	CAPITAL IMPROVEMENTS		-		•		5,000		5,000		-
112	PLANNING & DEVELOPMENT		-		-		5,000		5,000		-
114	HARP - O & M / HARP - IGA CNTRB		*		60,000		60,000				75,000
	TOTAL EXPENDITURES		45,772		444,177	1	,539,152	1	,094,975		218,129
	S (DEFICIENCY) OF REVENUES . EXPENDITURES	\$	(30,141)	<u>\$</u>	426,633	\$	(597,152)	<u>\$ (1</u>	,023,785)	\$	708,094

# PUEBLO CONSERVANCY DISTRICT

# OCTOBER 2014 - NOVEMBER 2014

#### **RECEIPTS**

ITEM		AMOUNT			
Interest Payment	\$	764.72			
Maintenance Fund Assessment	\$	12,240.81			
	\$	13,005.53			
	Interest Payment	Interest Payment \$			

#### **DEBITS**

VENDOR	ITEM	I	AMOUNT	CHECK	CODE
Displatible F					
Black Hills Energy MBDG, PC	Electrical Billing	\$	-		10:
IMBDG, PC	Bookkeeping	\$	350.00	481	90
	Loan, IRS Filings, and Tabor Consultation	\$	825.00	**	90
Don Banner - B&B, PC	Attorney Fees	\$	500.00	482	80
Kidd Engineering					
Mud Linguiseering	Engineer/Admin Fees	\$	600.00	483	83
	Levee Construction Pre-proposal and	1	ŀ		
	Evaluations	\$	525.00	31	105
	October 16 Special Meeting Coordination,	1			
	etc	\$	350.00	н	100
Director Alt	Fees				
Director Bernard	Fees	\$_	184.70	484	81
Director Cordova	Fees	\$	184.70	485	81
Director Koehler		\$	184.70	486	81
Director Maroney	Fees Fees	\$	184.70	487	81
Director O'Hara		\$	184.70	488	81
Director O Hara	Fees	\$	184.70	489	81
	Mileage to Fountain Creek TAC and	١.			
Director Phillips	Storage Task Group meetings Fees	\$	97.44	R	103
Director Serna		\$	184.70	490	81
Director Willumstad	Fees	\$	184.70	491	81
on ector will distau	Fees	\$	184.70	492	81
	Task C - Arkansas Levee "As-Constructed"				
	Survey and Conditional Evaluation				
IorthStar Engineering	Contract	\$	9,987.50	493	105
	Task D - Design, Permitting, and	<u>~</u>	3,307.50	453	103
-	Regulatory Approvals Contract	Ś	9,231.00		105
	Task E - Construction Support Services,		5,251.00		103
	Geotechnical Testing, Staking, As-Builts	\$	9,324.00		105
	Maintenance Fund Assessment Support -	<u> </u>	3,324.00		103
	Appraisal Phase III Services	\$	650.00		105
11 -1-6					
ueblo Chieftain	Construction RFQ Ad	\$	88.02	494	96
outheastern Colorado eritage Center	Additional Meetings	\$	75.00	495	97
		\$	34,265.26		

# PUEBLO CONSERVANCY DISTRICT 2015 BUDGET FOR FINAL APPROVAL AT DECEMBER 17, 2014 MEETING

		2014	Ā	CTUAL THRU	J	2014	Τ	2015	
	-	BUDGET	+	9/30/2014	-	PROJECTED	$\perp$	BUDGET	
REVENUES									
Interest	٦,	22.000	۱.	40.054	١,				l
Unrealized Gains	\$	22,000			\$	21,000	\$	21,000	1
Maintenance Fund Assessment	\$		1		Ι.				ı
City of Pueblo Maintenance Fund IGA	\$	870,000					\$	850,000	į
Construction Loan	\$	50,000	1	i -	\$	-	\$	77,500	
Leases, Books, Other	1.		1.				\$	2,500,000	
Other Income	\$		\$		\$	-	\$	-	
	\$		. \$	-	\$		\$		
Total Revenue:	\$	942,000	\$	855,179	\$	869,000	\$	3,448,500	
EXPENDITURES			T		┪		$\dagger$		
Legal Fees	_	0.000	1_			_		ļ	
Directors Fees	\$	6,000	\$	•	\$	6,000	\$	6,000	
FICA Taxes	\$	14,400		• • • •	\$	12,000	\$	21,600	
State Unemployment Insurance	\$	1,102	\$	505	\$	920	\$	-	
Engineer/Administrative	\$	-	\$	-	١.		\$	-	
Bookkeeping & Audit Bransveti	\$	7,200	\$	5,400	\$	7,200	\$	15,000	
Engineer/Administrative Bookkeeping & Audit Preparation Audit	\$	10,200	\$	9,443	\$	10,500	\$	1	16
	\$	4,000	\$	-	\$	10,000	\$	6,000	, ,
Insurance/Bonds	\$	3,500	\$	2,877	\$	2,877	\$	3,500	
Office Expense	\$	2,000	\$	402	\$	600	\$	1,000	
Office Rent/Storage	\$	1,000	\$	840	\$	940	\$	1,050	
Professional Fees	\$	12,500	\$	4,143	\$	12,500	\$	12,500	
Travel	\$	-	\$	· <del>-</del>	\$	500	\$	2,400	
Repairs & Maintenance	\$	18,000	\$	4,768	\$	7,500	\$	8,500	
Maintenance Fund Assessment Programming & Maintenance	\$	10,000	\$	-,,,,,,	\$	880	\$	1,000	
Contract Administration and Oversight	\$	15,000	\$	_	ľ	000	\$	35,000	
Arkansas River Levee Repairs	\$	15,000	\$			:	\$	35,000	
Arkansas River Levee Certification Preliminary Work	\$	264,250	\$	_			\$	-	
Arkansas River Levee Certification Design and/or Construction	\$	700,000	\$	298,846	\$	930,846.00		E 474 740	
Wildhorse/Dry Creek Levee Design Preliminary Work	\$	700,000	\$	230,040	Ψ	930,040.00	\$	5,471,740	٠.
Wildhorse/Dry Creek Levee Design and/or Construction	\$	350,000	\$	-			\$	<del>25,0</del> 00	1
Contingencies	\$	20,000	\$	-			\$	-	
Emergency Repairs	\$	15,000	\$	-			\$	20,000	
Capital Improvements		ı	٠.	-	\$	-	\$	15,000	
Planning & Development	\$	5,000	\$	-	\$	-	\$	5,000	
HARP IGA Contribution	\$	5,000	\$		\$	-	\$	5,000	
HARP O&M	\$	50,000	\$	50,000	\$	50,000	\$	50,000	
Construction Loan Payment	\$	10,000	\$	10,000	\$	10,000	\$	10,000	
Sonstruction Edan Fayment	\$		<u>\$</u>		\$		\$	500,000	
Total Expenditures	\$	1,539,152	\$	398,406	\$	1,063,263	\$	6,225,490	
excess of Revenues Over (Under) Expenditures	\$	(597,152)	 \$	456,773	\$	(194,263)	æ	(2,776,990)	
Beginning Reserve Fund Balance	•	(,,	•	100,170	*	(104,200))	Ψ	(2,770,990)	
inding Reserve Fund Balance				}					
ssigned Fund Balance						7			
014 Budget Balance	\$	597,152				İ			
014 Budget Balance	\$	-				l		ļ	
nassigned Fund Balance	_			1		ļ		l	
madeigned I und Dalance	\$	(597,152)							

Good news, Corinne and I have successfully completed our task as the nominating committee. We nominate the following slate of officers for 2015:

President, Paul Willumstad Vice President, Matt Cordova Secretary, Dennis Maroney. Treasurer, Bud O'Hara

The nominating committee is also suggesting that the PCD Board consider the vice president position as a "president elect". That way, the incoming president has had at least a year to prepare for the president's responsibilities.

Barb Bernard

Nominating Committee Chairperson

#### SOUTHEASTERN COLORADO HERITAGE CENTER

#### Membership Agreement/Memorandum of Understanding

#### WHEREAS:

- > The Southeastern Colorado Heritage Center (also referred to SCHC, the Heritage Center, or the Center) is a non-profit corporation, and
- ➤ It is the mission of the Heritage Center to seek to preserve, promote, and interpret the heritage of Pueblo and Southeastern Colorado, thereby fostering an understanding and appreciation for the plurality of its people, and
- > We accomplish this by providing the public access to our historical collections and by cooperating with other heritage and cultural based organizations, and
- > The Heritage Center encourages the membership and participation of individuals and of any organization that promotes this mission, and
- ➤ It is the purpose of the Center to provide the space and atmosphere to bring together those persons, organization and governmental agencies that have a common purpose in preserving, protecting, researching and sharing the rich and diverse histories and heritage of Southeastern Colorado,

The Board of Directors of the Southeastern Colorado Heritage Center welcomes the undersigned member organization as a cooperating member of the Southeastern Colorado Heritage Center,

The following rights, duties and obligations are mutually agreed upon:

Member Organization Piceblo Concervancy District
agrees to be an active co-operating member organization of the Southeastern Colorado Heritage
Center (SCHC) at Level as described in the Membership Level Assessments and Benefits
(Addendum I). The time period for this membership is the calendar year beginning January 1,
20_/5_ and ending December 31, 20_/5
The membership assessment of \$\sum_{OSO}\$ will be matched with \( \textstyle \textstyle \) hours of Volunteer Labor (see Addendum II) with an estimated value of \$\sum_{OSO}\$. The balance of \$\sum_{OSO}\$ may
be paid in quarterly payments of \$ due at the first day of each quarter (January 1, April
1, July 1, and October 1) if such quarterly payments are previously arranged with the SCHC
Museum Coordinator.

#### **Benefits**

In addition to the common benefits of Membership described below, Membership entitles the organization to benefits as described in the Membership Level Assessments and Benefits (Addendum I).

All cooperating members are entitled to the following common benefits of membership:

- a. Mail depository
- b. Mail box on site
- c. Access to phone for local calls. Long distance calls must be pre-approved and the cooperating organization agrees to pay all charges associated with long distance calls.
- d. Copier. Co-operating organization agrees to provide paper for more than 10 copies.
- e. Fax. Organization agrees to pay any charges for long distance charges associated with faxes.
- f. Available video and presentation equipment for meetings on the premises with previous confirmation and reservation of such equipment. (Examples of equipment available with confirmation are: Large screen TV, DVD, VHS player, lap top computer, power point projector and screen.) The user is responsible for the proper use of equipment. \*No initial charge will be assessed, but in case of damage or loss of said equipment, the organization will be assessed a repair or replacement value as described in the equipment rental agreement.
- g. Meeting space according to membership level as described in the Membership Level Assessments and Benefits (Addendum I).
- h. Ability to use Volunteer Labor to offset up to 50% of the Cooperating Member Assessment \*for Tier I and Tier II only. [See Membership Level Assessments and Benefits (Addendum I) and Volunteer Labor Opportunities (Addendum II)].
- 50% Discount on Museum Admissions for members of the Cooperating Organization (Please note that individual members of SCHC are entitled to free Museum admission).

#### <u>Responsibilities</u>

- a. Cooperating Member organizations must provide a schedule of meetings to be held in the Heritage Room for the calendar year of this agreement by \_\_\_\_\_\_\_\_\_, 20 \_\_\_\_\_\_\_ in order to ensure the priority of their meeting schedule. Changes to this meeting schedule or need for additional meeting space shall be communicated to the SCHC Museum Coordinator in a timely manner.
- b. Meetings in excess of the number described in the Membership Level will be assessed at a rate of \$25 per meeting.
- c. Scheduled meetings of cooperating member organizations may be superceded by the outside rental of scheduled meeting space with the prior notification of the cooperating

member organization. Timely notice will be given to the member organization if a potential rental would conflict with a regularly scheduled meeting of the organization. A good faith effort will be made to avoid such conflicts. However, in the interest of the financial well-being of the Heritage Center, a cooperating member may be asked to accept other arrangements for scheduled meetings.

- d. Meeting times are suggested to be four hour maximum. Scheduled meetings in excess of four hours must be scheduled in advance and will be counted as two meetings (see Membership Level Assessments and Benefits (Addendum I).
- e. Member organizations are responsible for setting up tables and chairs as required for their meetings and for returning the tables and chairs to a standard arrangement as posted on the Room Map in the Heritage room after each meeting. Member organizations are responsible for cleaning after themselves, and vacuuming room if necessary after their meeting. (NO RED DRINKS IN HERITAGE ROOM), (NO GLITTER).
- f. Outside the normal operating hours of SCHC, member organizations are responsible for disarming the security system to allow for entry into meeting spaces and for setting the security system after their meetings to ensure that the facility is properly secured. Normal operating hours of SCHC are consistent with those of the Museum. Member organizations are responsible for the charges for false alarms reported to the Pueblo Police Department. Assisted entry and exit outside the normal operating hours of SCHC are subject to a fee of \$25 per meeting.
  - g. Information included in the Membership Level Assessments and Benefits
    (Addendum I) and the Volunteer Labor Opportunities (Addendum II) is part of this
    Memorandum of Understanding.

Authorized Signature of Member Organization	Date
Printed Name	Title
Signature SCHC Board President	Date

Approved by the Board of Directors, Southeastern Colorado Heritage Center, December, 2011

#### Addendum I

# Membership Level Assessments and Benefits Southeastern Colorado Heritage Center

In addition to the Common Benefits of Membership as a Cooperating Organization, Storage Space and Exhibit Space in the Museum are offered as Membership Benefits according to Membership Level. These benefits are offered on an "as available" basis upon mutual agreement with the Cooperating Member Organization and SCHC. \*SCHC personnel must be notified of any significant changes to either storage space requirements or to exhibits in the Museum and then changes must have SCHC board approval.

Items or artifacts owned by the Member Organization, whether in storage or on display in a museum exhibit, are the responsibility of the Member Organization. Member Organization(s) are responsible for the insurance of such items in case of damage or loss.

Membership Level	Maximum Meetings per Year	Storage Space Provided as Available	Exhibit space in Museum as available	Assessment*	Maximum Number of Volunteer Hours to be counted against Assessment (Rate = \$10.00 per hour)	Assessment with application of Maximum Volunteer Match
I	24	Yes	Yes	\$1850 per Year	74	\$925 per year
П	12	Yes	Yes	\$1050 per Year	42	\$525 Per Year
III	Unlimited Per availability	No	No	\$62.50 per Meeting	*None	*None

Yearly assessment will be prorated for agreements less than one year in length.

If a Cooperating Member Organization has committed to a Match of Volunteer Labor in accordance with its Membership Level agreement, the Museum Coordinator shall provide that organization with a report of Volunteer Labor hours at least quarterly. A plan to remedy any deficits in volunteer labor hours needed to match an agreed upon membership assessment must be addressed with the Museum Coordinator. If, at the end of the third quarter of the year such deficit has not been addressed, the Member Organization will be assessed the Membership Assessment as if unperformed Volunteer Labor hours were not to be counted. Such assessment will be

calculated according to a proration of the number of Volunteer Labor hours that have actually been performed by the end of the third quarter.

#### Addendum II

#### **Volunteer Labor Opportunities**

#### Southeastern Colorado Heritage Center

Cooperating Member Organizations \*at Tier I and Tier II, may choose to offset part of their Membership Assessment with Volunteer Labor valued at the rate of \$10 per hour as described in Membership Level Assessments and Benefits (Addendum I).

Volunteer Labor is defined as work that is for the benefit of the Southeastern Colorado Heritage Center rather than primarily for the benefit of Member Organization. Qualifying Volunteer Labor duties are approved by the Museum Coordinator. Such duties include (but are not limited to):

- Museum Exhibits (other than those maintained by individual Cooperating Organizations)
- Facility Maintenance
- Housekeeping
- Office Assistance
- Docents and Tour guides
- Membership
- Special Events
- Gift Shop
- Fundraising
- Board of Directors or special Committees
- Other areas of individual expertise

#### \*Addendum III

#### Heritage Room Meeting Usage and Rules

- Leave four eight foot tables forming a square flanked with sixteen chairs in the center of the room after your meeting: leave the six-foot table to the right of the door.
- Break down extra tables and return to the rack in northwest corner.
- · Do not block movie screen area with anything.
- Clean up spills as they happen, on the carpet, please blot the spot with paper towels. Use spot cleaner if available under the sink. Please notify staff immediately.
- Do not put food in the sinks: There is no garbage disposal, clear liquids only.
- Trash cans must be emptied when used. The dumpster is behind the building. (around the south end) Extra trash bags are under the sink.
- The use of the refrigerator is for the duration of your function only. Do not leave any containers (food or beverages).
- The use of tape, staples, tacks, or nails on the walls, window frames and posts is prohibited.
- Do not move or remove any exhibit items for any reason, (including holiday decorations) without staff permission.
- If you find something damaged, please notify SCHC staff immediately so it can be fixed or replaced.
- ALL ACTIVITIES INVOLVING FOOD SERVED IN THE HERITAGE ROOM REQUIRES YOUR ORGANIZATION TO VACUUM THE ROOM AND WIPE DOWN THE TABLES. Vacuum is located in the kitchen area behind the refrigerator. NO EXCEPTIONS.
- Rule violations will result in a \$50.00 janitorial fee invoiced to your organization with meeting room privileges suspended until paid. If cost to repair damage or replace is more than \$50.00, your organization will be billed for the entire cost.

#### Liability:

The Southeastern Colorado Heritage Center assumes no responsibility for personal injury, property loss or damage occurring during meetings or events.

The user shall save and hold harmless the Southeastern Colorado Heritage Center and Museum, its officers, agents, employees, and members, from all claims, suits, or actions of whatsoever nature resulting from or arising out of the activities of the user or its subcontractors, agents or employees.