



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

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 September 30, 2014 and December 31, 2013, and the related comparative statements of revenue and expenditures – actual and budget – general fund for the one month and nine months ended September, 30 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.

McPherson, Breyfogle, Daveline & Goodrich, PC

October 20, 2014

PUEBLO CONSERVANCY DISTRICT
BALANCE SHEET - GENERAL FUND ONLY
SEPTEMBER 30, 2014 AND DECEMBER 31, 2013

	<u>9/30/2014</u>	<u>12/31/2013</u>
ASSETS		
VECTRA BANK CHECKING	\$ 579,431	\$ 519,433
VECTRA BANK MONEY MARKET	11,911	11,907
BROKERAGE MONEY MARKET ACCOUNTS	197,303	268,940
COLOTRUST INVESTMENT	25,107	25,085
STIFEL NICOLAUS INVESTMENT	190,676	209,174
MORGAN STANLEY INVESTMENT	1,026,641	607,132
ACCRUED INTEREST & OTHER RECEIVABLES	-	2,980
MAINTENANCE ASSESSMENTS RECEIVABLE	<u>22,294</u>	<u>858,533</u>
 TOTAL ASSETS	 <u>\$ 2,053,363</u>	 <u>\$ 2,503,184</u>
 LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCE		
ACCOUNTS PAYABLE	\$ -	\$ 38,425
PAYROLL TAXES PAYABLE	459	1,102
MAINTENANCE FUND REFUND PAYABLE	<u>-</u>	<u>31,288</u>
 TOTAL LIABILITIES	 <u>459</u>	 <u>70,815</u>
 DEFERRED INFLOWS OF RESOURCES		
MAINTENANCE ASSESSMENTS	<u>22,294</u>	<u>858,533</u>
 ASSIGNED FUND BALANCE	 597,152	 597,152
UNASSIGNED FUND BALANCE	<u>1,433,458</u>	<u>976,684</u>
	-	
 TOTAL FUND BALANCE	 <u>2,030,610</u>	 <u>1,573,836</u>
 TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCE	 <u>\$ 2,053,363</u>	 <u>\$ 2,503,184</u>

SEE ACCOUNTANTS' COMPILATION REPORT

PUEBLO CONSERVANCY DISTRICT
 COMPARATIVE STATEMENT OF REVENUE AND EXPENDITURES -
 ACTUAL AND BUDGET - GENERAL FUND
 FOR THE ONE MONTH AND NINE MONTHS ENDED SEPTEMBER 30, 2014
 AND THE TWELVE MONTHS ENDED DECEMBER 31, 2013

	ACTUAL		2014 BUDGET	UNUSED BUDGET	2013 ACTUAL
	CURRENT MONTH	YEAR TO DATE			
REVENUES					
INTEREST INCOME					
COLOTRUST	\$ 2	\$ 22	\$ -	\$ -	\$ 32
MONEY MARKET ACCOUNTS	4	28	-	-	27
WELLS FARGO	-	-	-	-	5,575
STIFEL NICOLAUS	783	5,672	-	-	10,857
MORGAN STANLEY	2,151	13,988	-	-	9,447
UNREALIZED GAINS (LOSSES)	(11,260)	(759)	-	-	(33,520)
TOTAL INTEREST INCOME	(8,320)	18,951	22,000	3,049	(7,582)
MAINTENANCE FUND ASSESSMENT	9,640	836,228	870,000	33,772	914,818
CITY OF PUEBLO MAINT. FUND IGA	-	-	50,000	50,000	50,000
MAINTENANCE FUND REFUND	-	-	-	-	(31,288)
OTHER INCOME	-	-	-	-	275
TOTAL REVENUES	\$ 1,320	\$ 855,179	\$ 942,000	\$ 86,821	\$ 926,223
EXPENDITURES					
80 LEGAL FEES	\$ 500	\$ 4,582	\$ 6,000	\$ 1,418	\$ 7,551
81 DIRECTORS FEES	1,800	6,600	14,400	7,800	7,200
82 FICA TAXES	230	505	1,102	597	551
83 ENGINEER/ADMINISTRATIVE	600	8,623	7,200	(1,423)	7,607
90 AUDIT & BOOKKEEPING	6,993	9,443	14,200	4,758	4,970
92 INSURANCE/BONDS	-	2,877	3,500	623	3,328
96 OFFICE EXPENSE	-	402	2,000	1,598	1,511
97 OFFICE RENT	-	840	1,000	160	840
100 PROFESSIONAL FEES	-	920	12,500	11,580	12,197
APPRAISAL	-	-	-	-	30,506
103 TRAVEL	-	-	-	-	-
105 REPAIRS & MAINTENANCE	-	4,768	18,000	13,232	66,868
MAINTENANCE FUND ASSESSMENT	-	-	-	-	-
PROGRAMMING & MAINTENANCE	-	-	10,000	-	-
CONTRACT ADMIN & OVERSIGHT	-	-	15,000	-	-
ARKANSAS RIVER LEVEE REPAIRS	-	-	15,000	15,000	-
LEVEE CERTIFICATION-PRELIM	-	-	264,250	264,250	-
ARKANSAS RIVER DESIGN/CONSTRUCTIO	34,710	298,846	700,000	-	-
WILDHORSE/DRY CREEK LEVEE-PRELIM	-	-	-	-	-
WILDHORSE/DRY CREEK LEVEE DESIGN	-	-	350,000	350,000	-
WILDHORSE/DRY CREEK LEVEE CONSTR	-	-	-	-	-
108 CONTINGENCIES	-	-	20,000	20,000	-
109 EMERGENCY REPAIR	-	-	15,000	15,000	-
110 CAPITAL IMPROVEMENTS	-	-	5,000	5,000	-
111 PLANNING & DEVELOPMENT	-	-	5,000	5,000	-
112 HARP - O & M / HARP - IGA CNTRB	-	60,000	60,000	-	75,000
TOTAL EXPENDITURES	44,833	398,406	1,539,152	1,140,747	218,129
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	\$ (43,513)	\$ 456,774	\$ (597,152)	\$ (1,053,926)	\$ 708,094

SEE ACCOUNTANTS' COMPILATION REPORT

PUEBLO CONSERVANCY DISTRICT
INVESTMENTS
9/30/2014

10/20/2011 5 PM

BROKER	DESCRIPTION	MATURITY DATE	RATE	PAR VALUE	BALANCE 12/31/2013	ADDITIONS	MKT VALUE CHANGE	REDEMPTION SALES	BALANCE 9/30/2014	INTEREST RECEIVED 9/30/2014
CASH ACCOUNTS										
VECTRA BANK	Money Market Account				11,906.83	4.47	-	-	11,911.30	4.47
STIFEL NICOLAUS	Money Market Account				65,897.59	18,856.44	-	-	84,754.03	5.49
MORGAN STANLEY	Cash Sweep Account				203,042.34	(90,493.08)	-	-	112,549.26	18.24
TOTAL CASH ACCOUNTS WITH BROKERS										
					280,846.76	(71,632.17)	-	-	209,214.59	28.20
INVESTMENTS										
COLOTRUST	Acct. 7081 - PLUS		6.240%		25,085.33	19.44	-	-	25,104.77	19.44
TOTAL COLOTRUST										
					25,085.33	19.44	-	-	25,104.77	19.44
STIFEL NICOLAUS	FEDL HOME LN MTG CORP #170217	3/1/2017	8.000%	1,120,000.00	861.92	-	(20.92)	253.02	587.98	43.58
	GNMA POOL #676875	3/15/2023	6.500%	235,000.00	100,112.19	-	(1,451.78)	6,533.47	92,126.94	4,357.15
	GNMA POOL #003851	5/20/2036	5.500%	165,000.00	24,726.10	-	9.29	4,574.58	20,160.81	856.27
	GNMA POOL #MA0318	8/20/2042	3.500%	95,000.00	83,473.47	-	1,816.30	7,489.88	77,999.89	2,112.57
TOTAL STIFEL NICOLAUS INVESTMENT										
					209,173.68	-	352.89	18,850.95	190,675.62	7,369.57
MORGAN STANLEY	FED NATL MTG ASSN	1/15/2014		60,000.00	59,995.80	-	4.20	60,000.00	-	-
	TENN VALLEY AUTH	5/1/2016		133,000.00	129,216.15	-	2,044.21	-	131,260.36	-
	FNMA MED TERM NOTE	9/23/2017		100,000.00	94,360.00	-	1,462.00	-	95,822.00	-
	FNMA POOL MA0629	1/1/2021	3.500%	100,000.00	44,812.78	-	(366.60)	8,423.39	36,020.79	1,018.81
	FNMA	12/27/2027	2.500%	220,000.00	-	192,423.00	4,415.40	-	196,838.40	2,186.09
	FNR 2006-107 PD	6/25/2035	5.000%	78,000.00	46,919.45	-	(1,216.42)	19,675.83	26,027.20	1,373.99
	GNMA REMIC TRUST 2010-84 NL	12/20/2036	3.000%	100,000.00	43,381.44	-	(240.04)	12,432.93	30,708.47	836.25
	GNR 2008-7 PN	1/20/2037	4.250%	60,000.00	10,266.10	-	(219.24)	2,946.67	7,100.19	268.52
	FHR 3393 BY	1/15/2037	5.500%	94,000.00	52,528.78	-	(988.93)	11,307.66	40,232.19	1,774.76
	FHLMC REMIC SERIES 4047 PA	12/15/2037	2.000%	230,000.00	-	187,683.62	(2,769.57)	11,630.45	173,283.60	1,226.75
	FNR 2008-74 B	9/25/2038	5.000%	53,000.00	16,423.16	-	(418.89)	4,152.67	11,851.60	529.44
	GNMA 10-85 HQ	3/20/2040	5.000%	144,000.00	19,409.18	-	(307.54)	19,101.64	-	415.78
	FNMA REMIC TRUST 2010-141 AL	12/25/2040	4.000%	90,000.00	89,819.10	-	3,929.40	-	93,748.50	2,700.00
	FHLMC 4321 YB	7/15/2043	3.500%	200,000.00	-	201,960.00	(6,439.83)	11,772.22	183,747.95	2,780.45
TOTAL MORGAN STANLEY INVESTMENT										
					607,131.94	582,066.62	(1,111.85)	161,445.46	1,026,641.25	15,110.84
TOTAL INVESTMENTS										
					841,390.95	582,086.06	(758.96)	180,296.41	1,242,421.64	22,499.85
TOTAL ALL ACCOUNTS										
					1,122,237.71	510,453.89	(758.96)	180,296.41	1,451,636.23	22,528.05

PUEBLO CONSERVANCY DISTRICT

SEPTEMBER 2014 - OCTOBER 2014

RECEIPTS

VENDOR	ITEM	AMOUNT
Stifel Nicolaus	Interest Payment	\$ 773.86
Pueblo County Treasurer	Maintenance Fund Assessment	\$ 3,526.65
		\$ 4,300.51

DEBITS

VENDOR	ITEM	AMOUNT	CHECK	CODE
Black Hills Energy	Electrical Billing	\$ 500.00	461	105
MBDG, PC	Bookkeeping	\$ 350.00	462	90
Don Banner - B&B, PC	Attorney Fees	\$ 500.00	463	80
	E-Filing Fee	\$ 6.00	"	96
Kidd Engineering	Engineer/Admin Fees	\$ 600.00	464	83
	September 16 Special Meeting Planning, Organization, Presentation, Refreshments	\$ 1,343.77	"	100
	Press Interviews and Responses	\$ 910.00	"	105
	Levee Construction RFP Review	\$ 140.00	"	105
Director Alt	Fees	\$ 184.70	465	81
Director Bernard	Fees	\$ 184.70	466	81
Director Cordova	Fees	\$ 184.70	467	81
Director Koehler	Fees	\$ 184.70	468	81
Director Maroney	Fees	\$ 184.70	469	81
Director O'Hara	Fees	\$ 184.70	470	81
Director Phillips	Fees	\$ 184.70	471	81
	Reissue of Check Nos. 0177 (11-20-13) and 0203 (2-26-14)	\$ 369.40	"	81
Director Serna	Fees	\$ 184.70	472	81
Director Willumstad	Fees	\$ 184.70	473	81
NorthStar Engineering	Arkansas Levee "As-Constructed" Survey and Conditional Evaluation Contract	\$ 7,302.50	474	105
	Design, Permitting, and Regulatory Approvals Contract	\$ 30,728.00	"	105
	Press Contacts, Research, and Miscellaneous Consultation	\$ 1,140.00	"	105
Chem-Way Lawn Care	Levee Weed Spraying	\$ 160.00	475	105
Pueblo Chieftain	Construction RFQ Ad	\$ 60.48	476	96
Colorado Tribune	Construction RFQ Ad	\$ 150.88	477	96
United States Treasury	3rd Quarter FICA W/H	\$ 459.00	478	82
Colorado State Treasurer	3rd Quarter State Unemployment		479	82
Dennis Maroney	Fountain Creek Technical Advisory Committee Mileage	\$ 80.64	480	103
		\$ 46,382.33		

XFINITY Connect

dbanner@comcast.net

+ Font Size -

Levee

From : John Wark <warkphoto@gmail.com>

Wed, Oct 08, 2014 10:49 AM

Subject : Levee**To :** dbanner@comcast.net**Reply To :** john@johnwark.com

Good Morning Don, I have looked at the levee photo idea, and propose the following for discussion.

Photograph the levee from Cheyenne Ave on the north, to Santa Fe Ave to the south. The procedure and specifications are:

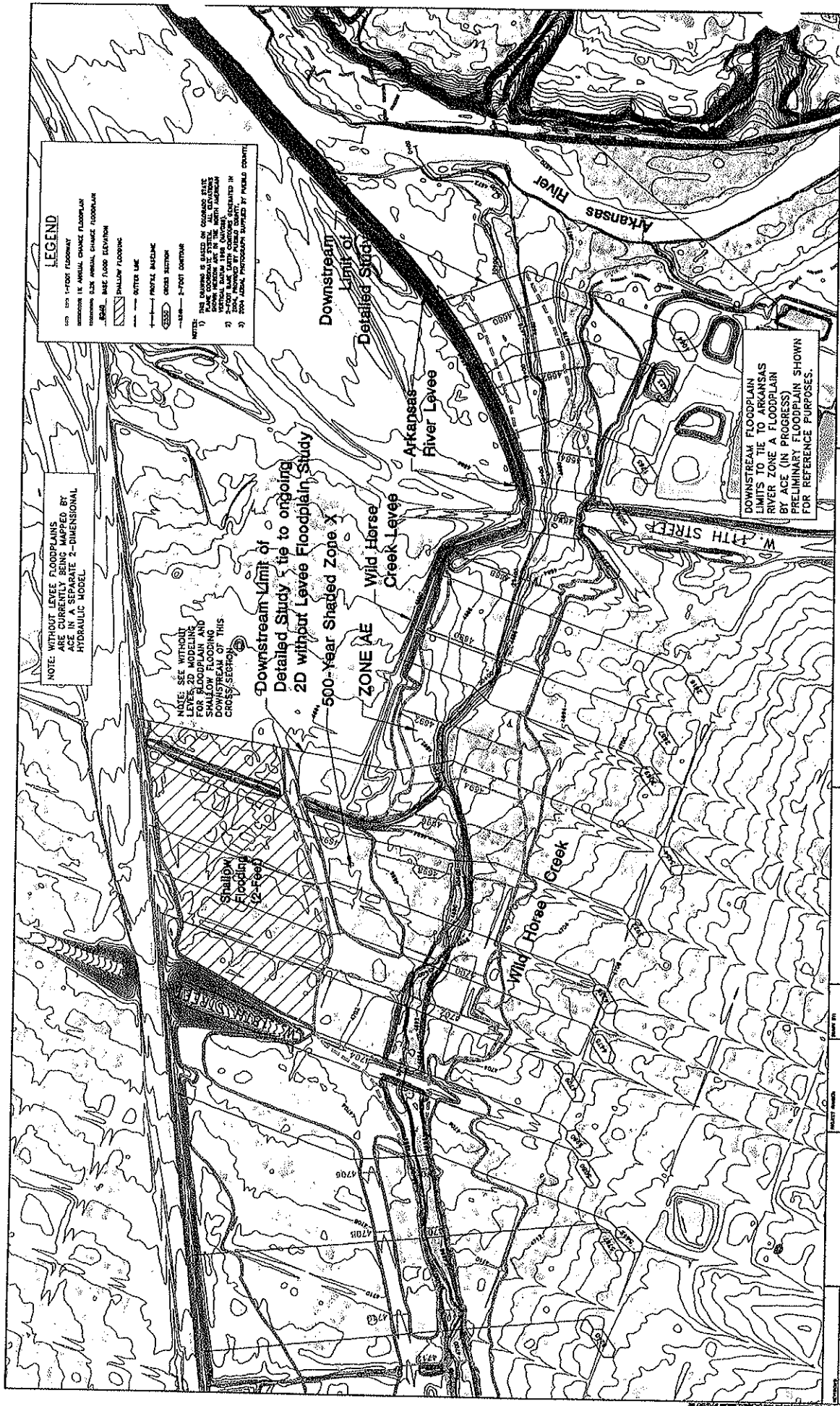
- 1) Camera data: 7500x5000px images (105mb files) per image.
- 2) 225-300 images
- 3) Ownership and copyrights: Conservancy District and John Wark.
- 4) Delivery by digital files on dedicated hard drive.
- 5) 5 aerial photos.

This would provide for a very detailed record of the levee. I will follow up with a photo example later today. The cost \$1600.

--
John Wark
Wark Photography, Inc.
421 N. Main, Suite 103
Pueblo, CO 81003

john@johnwark.com
www.johnwark.com

719 542-5719



LEGEND

- 100 1-FEET FLOODPLAIN
- 200 2-FEET FLOODPLAIN
- 500 5-FEET FLOODPLAIN
- 1000 10-FEET FLOODPLAIN
- 1500 15-FEET FLOODPLAIN
- 2000 20-FEET FLOODPLAIN
- 2500 25-FEET FLOODPLAIN
- 3000 30-FEET FLOODPLAIN
- 3500 35-FEET FLOODPLAIN
- 4000 40-FEET FLOODPLAIN
- 4500 45-FEET FLOODPLAIN
- 5000 50-FEET FLOODPLAIN
- 5500 55-FEET FLOODPLAIN
- 6000 60-FEET FLOODPLAIN
- 6500 65-FEET FLOODPLAIN
- 7000 70-FEET FLOODPLAIN
- 7500 75-FEET FLOODPLAIN
- 8000 80-FEET FLOODPLAIN
- 8500 85-FEET FLOODPLAIN
- 9000 90-FEET FLOODPLAIN
- 9500 95-FEET FLOODPLAIN
- 10000 100-FEET FLOODPLAIN

NOTE: WITHOUT LEVEE FLOODPLAINS ARE CURRENTLY BEING MAPPED BY A SEPARATE 2-DIMENSIONAL HYDRAULIC MODEL

NOTE: SEE WITHOUT LEVEE 2D MODELING FOR FLOODPLAIN AND FLOODING DOWNSTREAM OF THIS CROSS SECTION

Downstream Limit of Detailed Study tie to ongoing 2D without Levee Floodplain Study

500-Year Shaded Zone X

ZONE IAE

Wild Horse Creek Levee

Arkansas River Levee

Downstream Limit of Detailed Study

DOWNSTREAM FLOODPLAIN LIMITS TO THE ARKANSAS RIVER ZONE A FLOODPLAIN BY ACE (IN PROGRESS) PRELIMINARY FLOODPLAIN SHOWN FOR REFERENCE PURPOSES.



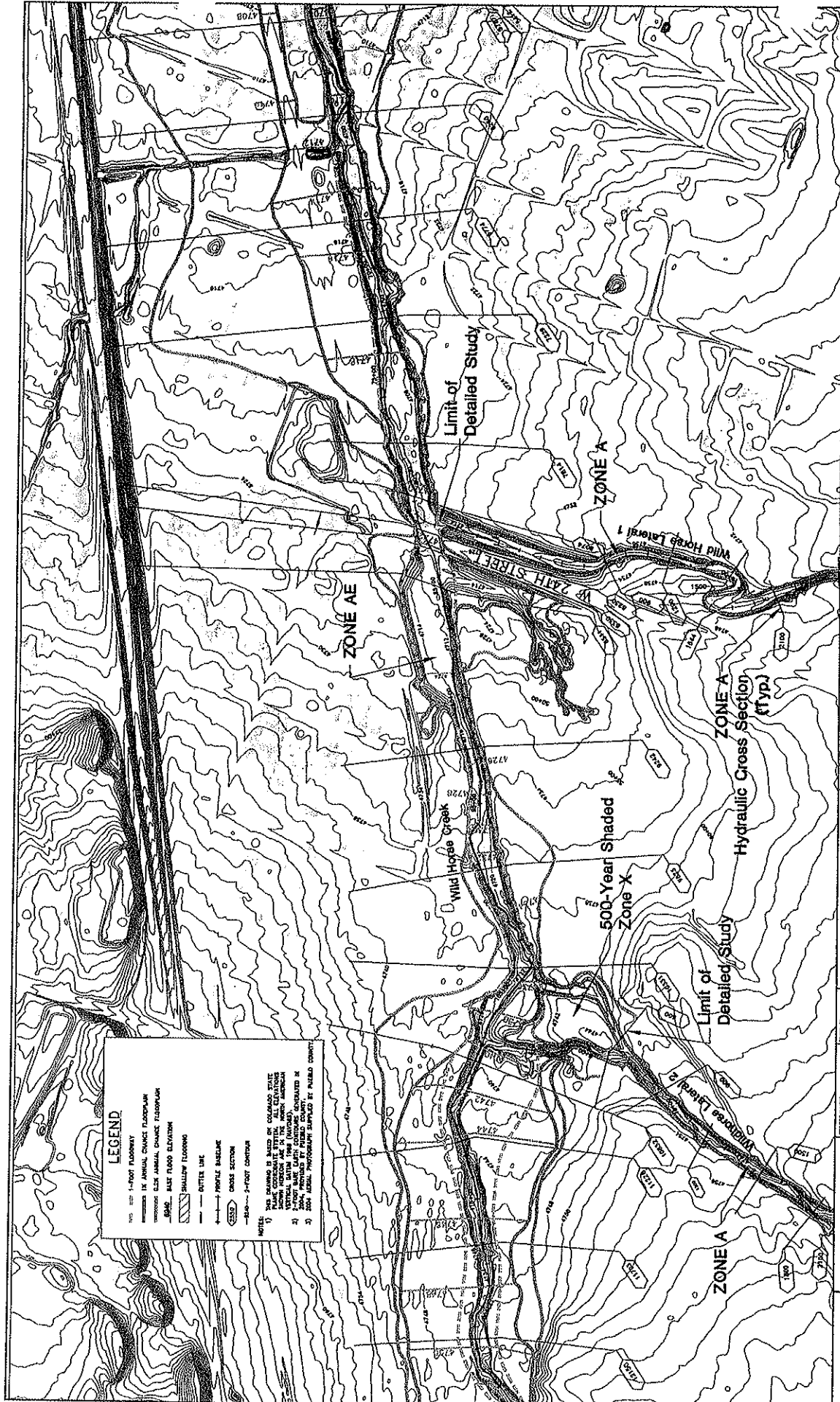
Address Consulting Engineers, Inc.
1515 North 1st Street, Suite 200
Pueblo, Colorado 81003
Phone: (719) 245-1111

DATE BY	TRP/TAY
PROJECT NUMBER	COCWB04
DATE	WM GRN 5/20/13
DATE	07/12/2013
DATE	
DATE	



COLORADO WATER CONSERVATION BOARD
PUEBLO COUNTY CONVERSION PROJECT
PUEBLO COUNTY, COLORADO

WILD HORSE CREEK/ DRY CREEK
WILLIAMS CREEK
FLOODPLAIN/FLOODWAY WORKMAP



LEGEND

- 100' 200' 4-FOOT ROADWAY
- ROADWAY FOR ANIMAL CROSSING FLOODPLAIN
- ROADWAY FOR ANIMAL CROSSING FLOODPLAIN
- BASE FLOOD ELEVATION
- SHALLOWS FLOODING
- OUTLET Dike
- PROFILE BASELINE
- CROSS SECTION
- 100' --- 2-FOOT CONTOUR

NOTES:

- 1) THIS DRAWING IS BASED ON COLORADO STATE SURVEY DATA AND IS SUBJECT TO THE ACCURACY OF THE DATA PROVIDED BY THE COLORADO STATE SURVEY.
- 2) 500-YEAR FLOOD ELEVATION IS BASED ON THE 500-YEAR FLOOD ELEVATION PROVIDED BY THE COLORADO STATE SURVEY.
- 3) 2004 AERIAL PHOTOGRAPHY SUPPLIED BY PUEBLO COUNTY.

PROJECT NUMBER COCOWCD04	TRR/TAIW COCOWCD04	DATE 07/12/2013	SCALE AS SHOWN
PROJECT NAME WILD HORSE CREEK/DRY CREEK/ WILLIAMS CREEK FLOODPLAIN/FLOODWAY WORKMAP	TRR/TAIW COCOWCD04	DATE 07/12/2013	SCALE AS SHOWN
PROJECT NUMBER COCOWCD04	TRR/TAIW COCOWCD04	DATE 07/12/2013	SCALE AS SHOWN
PROJECT NAME WILD HORSE CREEK/DRY CREEK/ WILLIAMS CREEK FLOODPLAIN/FLOODWAY WORKMAP	TRR/TAIW COCOWCD04	DATE 07/12/2013	SCALE AS SHOWN

COLORADO WATER CONSERVATION BOARD
 PUEBLO COUNTY DFIRM CONVERSION PROJECT
 PUEBLO COUNTY, COLORADO

Anderson Consulting Engineers, Inc.
 Chief: Steve Anderson, Licensed Professional Engineer
 1515 Sherman Street, Suite 200, Pueblo, CO 81001
 (719) 542-2200

TRR/TAIW: COCOWCD04
 DATE: 07/12/2013
 SCALE: AS SHOWN

**Pueblo Conservancy District Project in Furtherance of Levee Certification
in Accordance with FEMA 65.10**

The Pueblo Conservancy District (District) is soliciting BIDS for a) a geotechnical investigation of the 2.8 mile length of the Arkansas River Levee from the 11th Street Bridge to Runyon Lake; b) an "as constructed" survey of the Arkansas River Levee for its entire 2.8 mile length; and c) for a visual conditional assessment and evaluation all to be accomplished between the date of the Bid Award and March 30, 2014. The District may amend any contract entered into by expanding the scope of services as the District deems necessary or in the public's best interest.

Interested bidders may pick up more detailed information concerning the project on October 2, 2013 from the District Administrator, Rick Kidd. Bids will be received up to the hour of 10:00 AM (MT) on October 18, 2013, at the office of Rick Kidd, the District Administrator, 1001 East Evans Avenue, Pueblo, Colorado 81004, 719-544-5239, fax 719-583-1216, and email: rickkidd@kiddengineering.com.

[Instructions to Colorado Tribune: Publish Notice September 28, October 5 and October 12th, 2013 in the Colorado Tribune. Bill: Banner & Bower PC P.O. Box 583, Pueblo, CO 81002]

111 E. 5th Street
Pueblo, CO 81003

(719) 544-6823
(719) 544-6825 Fax

Kim K. Kock, P.E.

DRAFT

JN 12 008 02
Date October 20, 2014

Pueblo Conservancy District
c/o Kidd Engineering, Inc.
1001 East Evans Avenue
Pueblo, CO 81004

Attn: Rick Kidd, P.E., District Administrator and Conservancy District Board Members

Re: Construction Support Services in Furtherance of Levee Certification in Accordance with FEMA 65.10 as Publically Advertised Sept. 28, 2013 through October 12, 2013 including Bid and Construction Administration, Construction Observations, Geotechnical and Materials Testing including Observation of Fill Materials, Construction Staking, and Quantity Verification/"As-built" Surveys. This Proposal is an extension of the November 20, 2013 Contract between NorthStar and the Pueblo Conservancy District for Preliminary Data Acquisition as well as the April 23, 2014 Contract between NorthStar and the Pueblo Conservancy District for Engineering Design Services. The Services of his Proposal are intended to allow the Project Design Team to field address unknown site conditions behind/under the existing Concrete Levee Facing Panels and provide for a cost effective Contractor response to those unknown conditions. The Services of this Proposal are also intended to document "as-constructed" conditions, materials, and quantities as required for Final Levee Certification to FEMA and for import into the "as-constructed" Levee G.I.S. Database. Additionally, Services of this Proposal provide the Pueblo Conservancy District with detailed documentation regarding Project Compliance with Regulatory Agency and Contract Document requirements. Fees stated here-in are in addition to the Task A through Task C total fees detailed in the referenced November 20, 2013 Contract and the Task D fees detailed in the referenced April 23, 2014 Contract. The above referenced Services are identified in Task D.7 of the April 23, 2014 Contract with a note indicating that a detailed Proposal would be prepared for those services prior to each of the three intended construction seasons.

We are pleased to present this Proposal for performing Professional Engineering and Surveying services with regard to the above referenced project. Please find a list below of the services that are to be provided:

TASK E: CONSTRUCTION SUPPORT SERVICES INCLUDING BID AND CONSTRUCTION ADMINISTRATION, CONSTRUCTION OBSERVATIONS, GEOTECHNICAL AND MATERIALS TESTING INCLUDING OBSERVATION OF FILL MATERIALS, CONSTRUCTION STAKING, AND QUANTITY VERIFICATION/"AS-BUILT" SURVEYS TO SUPPORT FINAL LEVEE CERTIFICATION (FEMA 65.10) as detailed herein:

1. Phase I of the Arkansas River Levee Improvements Project is scheduled to run from November 3, 2014 to March 15, 2015. That period includes 133 calendar

- days. Excluding weekends and holidays, the anticipated construction period includes 90 work days. Fees for services herein are based on 90 (single shift) work days. An increase or decrease in actual work days will result in fee adjustments based on the actual extent of work performed each work day.
2. Geotechnical and Materials Testing Services shall include: testing and observation of fill materials associated with void filling and any embankment reconstruction; testing of fresh, site-cast concrete for embankment facing; and engineering consultation during reconstruction as required.
 - a. ~~Testing of fresh, site-cast concrete:~~ Technician will sample fresh concrete to perform physical properties testing and produce five, 4-inch diameter by 8-inch long specimens for compressive strength tests. Physical properties testing will include slump, air content, unit weight, and mix temperature and will be performed for every load of concrete placed for concrete slope paving each day. One specimen will be tested at 7 days and three specimens at 28 days. The remaining specimen may be tested at 56 days if testing indicates below specified strength at 28 days. Reports will be prepared summarizing the results of field testing after each compressive strength age test is conducted. Additional site visits may be required for cylinder pickup when other testing has not been scheduled on the same day.
 - 1) Technician (testing-slope paving)

60 visits x 6 hrs x \$58/hr	\$20,880.00
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 - 2) Technician (cylinder pickup)

60 visits x 2 hrs x \$58/hr	\$6,960.00
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 - 3) Compressive Strength of Test Cylinders

60 sets x 5 cyls x \$15/cyl	\$4,500.00
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 - 4) Review and Report

60 reports x \$50/report	<u>\$3,000.00</u>
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 - 5) Subtotal Task E.2.a:

	\$35,340.00
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 - b. Geotechnical testing and observation of fill materials: ~~Field density tests will be performed at depths and locations of the Engineer's choosing.~~ The Contractor will be notified on-site, at the time of testing, of the compaction test results, when possible. Proctor moisture-density relationships will be prepared on major fill materials to establish maximum dry density and optimum moisture content. The materials will be classified utilizing grain size analysis and Atterberg Limits. Laboratory testing will be conducted as Engineer deems appropriate or as requested by the Owner to evaluate conformance of fill materials with Project Specifications. During fill observation and testing, daily reports summarizing the location, depth, and results of field density testing will be prepared. ~~The reports will summarize the conditions observed,~~ equipment being used by the Contractor to construct fills, and the Contractor's progress and procedures, when appropriate.
 - 1) Technician (Density Testing, etc.)

60 visits x 4 hrs x \$68/hr	\$16,320.00
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 - 2) Review and Report

60 reports x \$50/report	\$3,000.00
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- | | | |
|--|--|-----------------|
| 3) Project Engineer (Site Visits/Meetings) | | |
| 30 visits x 5 hrs x \$120/hr | | \$18,000.00 |
| 4) Proctor Moisture/Density Curve | | |
| 6 tests x \$125/test | | \$750.00 |
| 5) Grain Size Analysis | | |
| 6 tests x \$55/test | | \$330.00 |
| 6) Atterberg Limits | | |
| 6 tests x \$75/test | | <u>\$450.00</u> |
| 7) Subtotal Task E.2.b: | | \$38,850.00 |
3. Construction Staking and Quantity Verification/"As-built" Surveys as required to document "as-constructed" conditions, materials, and quantities for: import into Final Levee G.I.S database; for Final Levee Certification Documents for submittal to FEMA; and for verification of Contractor payment quantities.
- a. On-time construction staking of toes and tops for 12' levee embankment lowering at 50' intervals for 3300' length of Phase I Project. Also, one-time construction staking of subgrade for concrete levee facing panels at 25' x 25' grid for entire 3300' length of Phase I Project.
- | | | |
|---|--|--------------------|
| 1) Office calculations and coordination | | |
| 40 hours x \$90/hr | | \$3,600.00 |
| 2) 2 Man crew with GPS equipment | | |
| 120 hours x \$130/hr | | <u>\$15,600.00</u> |
| 3) Subtotal Task E.3.a: | | \$19,200.00 |
- b. Quantity verification/"As-built" surveys including conditions: prior to removal of any existing material; after removal of any given existing material; and after installation of replacement material. Includes import of all data into Final Levee G.I.S. database.
- | | | |
|----------------------------------|--|-------------------|
| 1) 2 man crew with GPS equipment | | |
| 75 days x 3 hrs x \$130/hr | | \$29,250.00 |
| 2) G.I.S. technician | | |
| 75 days x 1.5 hrs x \$70/hr | | <u>\$7,875.00</u> |
| 3) Subtotal Task E.3.b: | | \$37,125.00 |
4. Bid and Construction Administration and Construction Observations including: evaluation of Proposals received and recommendations regarding Contract Award; general administration of the Contract between the Owner and the Contractor; administration of preconstruction conference and on-site construction progress meetings; review of schedules, shop drawings, pay applications, and other Contractor submittals; review and recommendations regarding field orders and change orders; engineering consultations during reconstruction regarding alternative materials and techniques; and construction observations/Resident Project Representative (RPR) services as detailed in the Engineers Joint Contract Documents Committee Standard General Conditions of the Construction Contract (EJCDC C-700) and Supplementary Conditions (EJCDC C-800), Article 9.
- a. Resident Project Representative

90 days x 4 hrs x \$95/hr	\$34,200.00
b. Prepare Reports	
90 reports x \$50/report	\$4,500.00
c. Principal (Site Visits/Meetings)	
30 visits x 4 hrs x \$140/hr	<u>\$16,800.00</u>
d. Subtotal Task E.4	\$55,500.00
TOTAL TASKS E.2.a, E.2.b, E.3.a, E.3.b, and E.4:	\$186,015.00

We will perform the above listed services on a Time and Materials basis. Our fees for providing these services will be as shown above. Any item or service not specifically listed in the scope of services given above is not included in this contract. Any extra services which may be required to complete the job will be billed per our current time and material rates. Any extra work that is required by NorthStar or by the client to complete the project shall be in writing, acknowledged and made a portion of the Agreement.

Please note that any City, County, utility company, or title company fees are the responsibility of the client and are not included in this budget. Also, all direct reimbursable expenses incurred in performance of this project will be invoiced at cost plus ten percent.

Our company policy is to send an invoice to the address listed above no later than the 1st day of every month; payment is due on receipt of invoice and to be received no later than the 30th day of that month. Should you require a different submittal date, please so advise. Payment not received by NorthStar by the 30th may cause all work to stop on the project, and an assessment of two percent monthly.

NorthStar agrees to assign to the District all intellectual property rights in all data gathered, analysis made and work product of Providers concerning this project.

NorthStar agrees that the District may use as the District deems necessary or desirable all information provided to the District by NorthStar which shall become the exclusive property of the District.

This Contract however shall not be construed to give to NorthStar any right beyond the rights set forth in this Contract and should District choose to use third parties for additional services relative to completing the project, the District shall have the right to do so.

NorthStar agrees to comply with all applicable local, State and Federal laws concerning NorthStar's services to Conservancy.

This Agreement may not be assigned by NorthStar without the written consent of Conservancy.

In the event the client wishes to terminate the services of NorthStar, the client shall pay NorthStar time and materials rates up to the date of termination.

Please review this proposal carefully, for it represents a binding contract when signed. If this proposal is acceptable, please have a duly authorized representative sign on the space provided below and return the original to us as notice of authorization to proceed. We appreciate the opportunity to be of service to you.

NorthStar Engineering and Surveying, Inc.

Kim Kock, P.E.
President/Principal

Accepted By: _____

Title: _____

Date: _____

Subject: Items on Agenda
From: "Don Banner" <dbanner@bannerbower.com>
Date: Tue, October 21, 2014 12:53 pm
To: barbbernard7853@msn.com, "Bill Alt" <balt7302@gmail.com>, "Bud O'Hara" <roger.watercandy.sherry@gmail.com>, "Corinne Koehler" <cor_koehler@yahoo.com>, "Dennis Maroney" <maroneygroup@gmail.com>, "Donna Phillips" <donna@coloradowesternland.com>, "Matt Cordova" <cardinalpls@msn.com>, pjwill@mindspring.com, rickkidd@kiddengineering.com, "Ron Serna" <ronserna1951@gmail.com> ([more](#))
Cc: rickkidd@kiddengineering.com
Priority: Normal

I am attaching the Certification to the Treasurer of Maintenance Fund Assessments for 2015. We will need to approve this tomorrow.

Also attached fyi is the Wark proposal on documenting the levee art work. This too is on the agenda.

We have had ten financial institutions interested in financing the project. The proposals are all different in different respects. The lender that had the lowest rate of interest was one that based the rate on a monthly adjustment of the interest rate calculated as Libor + 1.75%. The next lowest rate was a fixed rate of 2.11% for a 5 year period with a number of strings attached and the next lowest fixed rate was 2.55% for five years. The average fixed rate proposed by eight lenders was 3.04%. All of these rates were on the assumption that the loan would be a "bank qualified" loan pursuant to IRC 265(b)(3)(B), which is a loan less than \$10M issued by a political subdivision of the state for funds used exclusively for public purposes. The lenders would want assurance that the loan was double tax exempt. This could come in the form of a provision to pay any additional interest if the loan was not double tax exempt. Depending on the contract price that is agreed upon, we may have to go back to one or more lenders and ask for greater loan amounts. Just for information, a 1% interest difference on a \$2.5M loan is \$25,000 per year. We can discuss in detail tomorrow.

Bud O'Hara called confirm what Barb Bernard was saying about City sales tax. Bud said that the Board of Water avoided City sales tax only on materials it purchased for its use. When it contracted with third parties, they always had to pay sales tax on materials that contractors purchased for the Board's jobs.

Don

Donald J. Banner

Proposed Resolution on Construction Contract Proposals

RESOLVED, that the recommendation of the District Engineer, the District's Attorney, NorthStar Engineering and CTL Thompson representatives and Board Member Bud O'Hara be adopted and the officers of the District are authorized to enter into a contract for Phase 1 of the levee repair with ASI Constructors, Inc. at a price not to exceed \$3,603,470.00 plus sales/use tax.

Proposed Resolution on Lending Proposals

RESOLVED, that the District borrow from American Bank of Commerce \$2.5M at a tax exempt interest rate of 2.55% for a 5 year term, with no origination fee, no prepayment penalty, payable at the rate of \$500,000.00 per year principal and interest, payment for which is to be secured by a first lien on the Maintenance Fund Assessment.

RESOLVED, that the officers of the District are authorized to execute any and all required loan documents necessary to secure the loan proposed above.

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

	2014 BUDGET	ACTUAL THRU 9/30/2014	2014 PROJECTED	2015 BUDGET
REVENUES				
Interest	\$ 22,000	\$ 18,951	\$ 21,000	\$ 21,000
Unrealized Gains	\$ -	\$ -	\$ -	\$ -
Maintenance Fund Assessment	\$ 870,000	\$ 836,228	\$ 848,000	\$ 850,000
City of Pueblo Maintenance Fund IGA	\$ 50,000	\$ -	\$ 50,000	\$ -
Leases, Books, Other	\$ -	\$ -	\$ -	\$ -
Other Income	\$ -	\$ -	\$ -	\$ -
Cost of Sales	\$ -	\$ -	\$ -	\$ -
Total Revenues	\$ 942,000	\$ 855,179	\$ 919,000	\$ 871,000
EXPENDITURES				
Legal Fees	\$ 6,000	\$ 4,582	\$ 6,000	
Directors Fees	\$ 14,400	\$ 6,600	\$ 12,000	\$ 21,600
FICA Taxes	\$ 1,102	\$ 505	\$ 920	\$ 1,655
State Unemployment Insurance	\$ -	\$ -	\$ -	
Engineer/Administrative	\$ 7,200	\$ 8,623	\$ 10,423	
Bookkeeping & Audit Preparation	\$ 10,200	\$ 9,443	\$ 10,500	
Audit	\$ 4,000	\$ -	\$ 10,000	
Insurance/Bonds	\$ 3,500	\$ 2,877	\$ 2,877	
Office Expense	\$ 2,000	\$ 402	\$ 600	
Office Rent/Storage	\$ 1,000	\$ 840	\$ 940	
Professional Fees	\$ 12,500	\$ 920	\$ 1,500	
Appraisal	\$ -	\$ -	\$ -	\$ -
Travel	\$ -	\$ -	\$ -	\$ -
Repairs & Maintenance	\$ 18,000	\$ 4,768	\$ 7,500	
Maintenance Fund Assessment Programming & Maintenance	\$ 10,000	\$ -	\$ -	
Contract Administration and Oversight	\$ 15,000	\$ -	\$ -	
Arkansas River Levee Repairs	\$ 15,000	\$ -	\$ -	
Arkansas River Levee Certification Preliminary Work	\$ 264,250	\$ -	\$ -	
Arkansas River Levee Certification Design and/or Construction	\$ 700,000	\$ 298,846	\$ -	
Wildhorse/Dry Creek Levee Design Preliminary Work	\$ -	\$ -	\$ -	
Wildhorse/Dry Creek Levee Design and/or Construction	\$ 350,000	\$ -	\$ -	
Wildhorse/Dry Creek Levee Construction	\$ -	\$ -	\$ -	
Contingencies	\$ 20,000	\$ -	\$ -	
Emergency Repairs	\$ 15,000	\$ -	\$ -	
Capital Improvements	\$ 5,000	\$ -	\$ -	
Planning & Development	\$ 5,000	\$ -	\$ -	
HARP -- IGA Contribution	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000
HARP -- O&M	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000
Total Expenditures	\$ 1,539,152	\$ 398,406	\$ 123,260	\$ 83,255
Excess of Revenues Over (Under) Expenditures	\$ (597,152)	\$ 456,773	\$ 795,740	\$ 787,745
Beginning Reserve Fund Balance				
Ending Reserve Fund Balance				
Assigned Fund Balance	\$ 597,152			
2014 Budget Balance	\$ -			
Unassigned Fund Balance	\$ (597,152)			

**DIRECTIONS TO THE TREASURER OF PUEBLO COUNTY FOR
MAINTENANCE FUND ASSESSMENT OF THE
PUEBLO CONSERVANCY DISTRICT**

STATE OF COLORADO)
) ss.
COUNTY OF PUEBLO)

To the Treasurer of Pueblo County, Colorado:

This is to certify that by virtue and under the authority of the conservancy law of Colorado, the Board of Directors of the Pueblo Conservancy District has levied a Maintenance Fund Assessment for the year 2014 payable with real property taxes for 2014 due in 2015 as shown on the maintenance fund assessment record which is provided to you by the Pueblo County Assessor's office or by our agent, NorthStar Engineering. The undersigned further certify that all of the properties in Pueblo County excluding exempt properties, as shown in Tiers 1, 2 and 3 and State Assessed Properties, are to be assessed. Properties in Tier 1 and State Assessed Properties whose location cannot be determined with accuracy shall be assessed at the Tier 1 (Pueblo County, outside of the City and outside of the flood plain) rate of .00006806 per \$100,000.00 of actual value. Properties in Tier 2 shall be assessed at the rate of .00009874 per \$100,000.00 of actual value. Properties in Tier 3 shall be assessed at the rate of .00105820 per \$100,000.00 of actual value.

The amounts of said levies upon the several parcels of land upon which the same are imposed are set forth in the maintenance fund assessment record.

The said assessments set forth in the maintenance fund record shall be collectible and payable the present year in the sums therein specified at the time that the state and county taxes are due and collectible, and you are directed and ordered to demand and collect such assessments at the time that the state and county taxes are due on the same land, and the maintenance fund assessment record to which this certificate is appended shall be your authority to make such collection.

Witness the signature of the president of the District, attested by the signature of its secretary, this 22nd day of October, 2014.

Paul Willumstad, President

ATTEST:

Donna Phillips, Secretary