



2014

# Minturn Council Meeting

Wednesday November 5, 2014

**Work Session:** **5:00pm**  
**(Town Center)**

**Regular Session:** **6:30pm**  
**(Town Center)**

**REMEMBER TO BRING YOUR 2015  
BUDGET BOOK.**



## Agenda

**MEETING OF THE MINTURN TOWN COUNCIL**  
**Minturn Town Center, 302 Pine Street**  
**Minturn, CO 81645 • (970) 827-5645**

**Wednesday November 5, 2014**

**Work Session – 5:00pm**  
**Regular Session – 6:30pm**

**MAYOR – Gordon “Hawkeye” Flaherty**  
**MAYOR PRO TEM – George Brodin**

**COUNCIL MEMBERS:**

Shelley Bellm  
Earle Bidez  
John Rosenfeld  
Matt Scherr  
Jason Osborne

When addressing the Council, please state your name and your address for the record prior to providing your comments. Please address the Council as a whole through the Mayor. All supporting documents are available for public review in the Town Offices – located at 302 Pine Street, Minturn CO 81645 – during regular business hours between 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding holidays.

### **Work Session – 5:00pm**

**Please remember to bring your FY2015 Budget Book**

- Public Works Update – Martinez
- 2014 Budget Review – Brunvand      Pg 5
- Ordinance 9-Series 2014 – Review of IGA for Animal Control Services
- Ordinance 10-Series 2014 – Review of Wilcon Energy land lease
- Resolution 18-Series 2014 – Review of Town Administrator agreement

### **Regular Session – 6:30pm**

**1. Call to Order**

- Roll Call
- Pledge of Allegiance

**2. Approval of Agenda**

- Items to be Pulled or Added

**3. Approval of Minutes**

- October 15, 2014 Pg 8

**4. Public comments on items, which are NOT on the agenda (5 minute time limit per person)**

**5. Special Presentations**

**PUBLIC HEARINGS AND ACTION ITEMS**

**6. Public Hearing: – 1st Public Hearing on proposed fiscal year 2015 Budget – review Public Funding Requests – Brunvand Pg 14**

- Committed Community Funding Requests
  - Augustana/Castle Peak - Lisa Pease Pg 18
  - World Cup 2015 - Staff
- Community funding requests – Brunvand
  - Vail Valley Partnership - Chris Romer Pg 22
  - Radio Free Minturn - Brian Duchinsky Pg 29
  - Walking Mountain Science Center - Doug Dusenberry Pg 37
  - Minturn Community Fund - Guy Patterson Pg 45
  - Red Sandstone 4<sup>th</sup> Grade (EC School Dist ) - ?????? Pg 54
  - Eagle County Trails Group - Pg 55
  - EC School Dist-John Widerman Pg 65
- Other Funding Questions – Brunvand
- Question/Answer

**7. Action Item: Proclamation in support of Colorado Gives Day – Powell Pg 72**

**8. Action Item: Ordinance 09-Series 2014 an Ordinance considering annual approval of an IGA with Eagle County for Animal Control services – Brunvand Pg 73**

**9. Action Item: Ordinance 10 – Series 2014 an Ordinance approving the lease of land for Wilcon Energy – Powell/Sawyer Pg 82**

**10. Action Item: Consideration of Resolution 18 – Series 2014: A Resolution Approving an Employment Agreement for the Town Administrator – Powell Pg 96**

## GENERAL IMPROVEMENT DISTRICT

### 11. ADMINISTRATIVE MATTERS

- Approve Agenda. Pg 102
- Review and approve minutes from the November 6, 2013 Board Meeting Pg 104

### 12. FINANCIAL MATTERS

- Discuss and consider ratifying appointment of Town Staff to prepare 2015 GID Budget

Action Recommended: Motion to Ratify the Appointment

- Discussion/Action – 2014 General Improvement District Budget: Public Hearing and Board Comments

Action Recommended:

- a. Open Public Hearing
- b. Staff Presentation
- c. Public Comment or Testimony
- d. Council Comments
- e. Close Public Hearing

- Discussion/Action – Consider adoption of Resolution No. 2014-11-01 a Resolution to adopt the Fiscal year 2015 Budget Pg 107

Action Recommended: Motion to approve Resolution No. 2014-11-01 a Resolution to adopt the Fiscal year 2015 Budget as presented

- Discussion/Action – Consider approve of Resolution No. 2014-11-02 a Resolution to appropriate sums of money for the Fiscal year 2015 Budget Pg 111

Action Recommended: Motion to approve Resolution No. 2014-11-02 a Resolution to appropriate sums of money for the Fiscal year 2015 Budget as presented

### 13. OTHER BUSINESS

- Discuss and set meeting dates for 2015:
  - Board Meeting to consider budget approval set for November 4, 2015 6:30pm at the Minturn Town Center, 302 Pine Street, Minturn, CO 81645
    - a. Alternative Date: This item closely follows the State and the Town of Minturn's budget cycle. If an alternative is considered it should be considered as the Board in conjunction with the GID Council.

### 14. ADJOURNMENT (as GID and reconvene as Council)

## COUNCIL AND STAFF REPORTS

### 15. Town Planner

- **Council Call-up: Design approval for 436 Taylor St – completion of a duplex that was started in 2006** Pg 113

### 16. Town Manager

- Manager's Report Pg 121
- Action Report Pg 123

### 17. Town Attorney

### 18. Town Council Comments

## FUTURE AGENDA ITEMS

### 19. Next Meeting – November 19, 2014

- Meeting: Discussion/Action – 2<sup>nd</sup> Public Hearing on proposed fiscal year 2014 Budget **and** First Reading of Budget Ordinances – Brunvand 11/19/13

### 20. Future Meetings:

- Jan 21, 2015: Work session: consideration of approving retail sales of marijuana – Powell/Sawyer
- Meeting: Discussion/Action – 2<sup>nd</sup> and Final Reading of proposed 2014 Budget Ordinances – Brunvand 12/3/13
- 2015 Building Code update – Charlie Davis
- Meeting: Discussion/Action Joint Council/Planning Commission meeting to discuss the Zoning Code moratorium – Hawkinson

### 21. Set Future Meeting Dates

#### a) Council Meetings:

- November 19, 2014
- November 5, 2014
- December 3, 2014

#### b) Planning & Zoning Commission Meetings:

- October 8, 2014
- November 12, 2014
- December 10, 2014

### 22. Other Dates:

### 23. Adjournment



TOWN OF MINTURN  
P.O. Box 309 (302 Pine Street)  
Minturn, Colorado 81645-0309  
970-827-5645 Fax: 970-827-5545  
treasurer@minturn.org

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**FROM THE DESK OF  
JAY BRUNVAND, CLERK/TREASURER**

*MEMORANDUM*

TO: Minturn Town Council  
FROM: Jay Brunvand, Treasurer/Clerk  
CC: Willy Powell, Acting Town Manager  
DATE: Wednesday November 5, 2014  
RE: FY 2015 Proposed Budget

During the past several meetings we have discussed and agreed on a number of goals and projects to complete in 2014 and to accomplish in 2015. This Worksession we will continue to review the Departments and Funds beginning with the Enterprise Fund.

During the last meeting we reviewed the General Fund. From that discussion the following items were directed from Council:

- The position of Town Manager was discussed and direction was given to negotiate a long term contract with Acting Town Manager Willy Powell on a less than full time basis. Savings from this change will be allocated to a part time Town Engineer position.
- The increase in employee insurance costs was discussed in depth. Staff annually reviews all insurance costs. Although this is a steep increase in the medical insurance it was noted that the increase is approximately 10%, the national average in 2015 is 12-25%. The budget is based on the 2014 current expenses plus a flat 15% increase therefore this is a conservative number. Staff will continue to monitor this expense line and compare options. It was noted that options are very limited due to the Town's small staff.
- Allocate for 24 Planning Commission meetings. This brings the Planning Commission up to two meetings per month to be held on the 2<sup>nd</sup> and 4<sup>th</sup> week of each month as needed. This is an increase in budget from \$6,750 to \$9,000
- Under the Police/Court/Code Enforcement the allocation for uniforms was to be reduced from \$750 to \$500
- Under the Economic Development Dept it was requested that the introductory page be more concise and the demise of the Newsletter and its associated costs be reviewed. Council felt this was an asset to the citizens that should be retained. This item was cut in order to allocate those funds to other programs including the World Cup 2015 costs. If the newsletter is reinstated it would be at a cost of \$5,000.

- Under the Public Works Department Council discussed the allocation of \$8,000 for Public Building R&M stating that in prior years this cost was two to three times the 2015 allocation. It was noted that this item was a concern of Staff that it had been miss spent over the two years it had been utilized. After evaluation this line item was increased to \$12,000; a \$4,000 increase in costs.
- Capital projects were discussed and will proceed with some changes.

Summary of changes thus far:

Current Gen Fund Ending Balance – Net Gain/(Loss)	(93,92)	
Effects of Town Manager Position proposal		
Current 70% Manager Allocation	70,000	
Taxes and Benefits	<u>38,493</u>	
	108,493	
Proposed 70% Manager Allocation	-51,480	
Proposed Engineer Allocation	-46,100	
PR Taxes	<u>- 5,286</u>	
	-105,045	
Manager House Rent	<u>28,800</u>	
	<u>-76,245</u>	
Net Gain/(Loss)	32,248	32,248
Planning Commission Meetings		-2,250
Police/Court/Code Enforcement		- 250
Economic Development		-5,000
Public Works		<u>-4,000</u>
Estimated Net Gain/(Loss)		20,748

\*Note: with the Manager Proposal the Enterprise Fund will see a savings of approximately \$15,000.

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**Following is an estimate for 12/31/14:**

	<b>Gen Fund</b>	<b>Ent Fund</b>
Est. Cash Balance - 12/31/2013	1,091,996.00	1,218,556.00
Est. Income - 2014	1,526,357.00	906,523.00
Est. Expense - 2014	-1,560,866.00	-1,023,426.00
2014 Net	<u>-34,509.00</u>	<u>-116,903.00</u>
Est. End Cash Bal - 12/31/14	<u>1,057,487.00</u>	<u>1,101,653.00</u>
Restricted Cash Reserves		
TABOR	-50,771.00	
Police Dept Training	940.00	
6mo Operating Reserve	-826,262.00	
Restricted for Infrastructure		-965,000.00
Cash above Reserves	<u>181,394.00</u>	<u>136,653.00</u>

	<b>Gen Fund</b>	<b>Ent Fund</b>	<b>Account #</b>
<b>Projects to be completed in 2014:</b>			
Conservation easement		10,000	02-09-8000
Town Manager position review			01-01-5209 - Savings
MMC Chapter 16 & 17	5-7,000		Max cost-See timeline
Bridge Repairs	20,000		01-06-5352
Water Plant filter fence		18,000	02-06-5293
Taylor RR crossing repairs	15,700		01-06-5352

**Following is an estimate for 12/31/2015**

	<b>Gen Fund</b>	<b>Ent Fund</b>
Est. Cash Balance - 12/31/2014	1,057,487.00	1,101,653.00
Est. Income - 2015	1,533,380.00	828,586.25
Est. Expense - 2015	-1,556,231.92	-826,005.07
2014 Net	-22,851.92	2,581.18
Est. End Cash Bal - 12/31/15	1,034,635.08	1,104,234.18
Restricted Cash Reserves		
TABOR	-50,771.00	
Police Dept Training	940.00	
6mo Operating Reserve	-826,262.00	
Restricted for Infrastructure		-965,000.00
Cash above Reserves	158,542.08	139,234.18

	<b>Gen Fund</b>	<b>Ent Fund</b>	<b>Account #</b>
<b>Projects to be completed in 2015:</b>			
<b>(see pages 81-90 for complete detail)</b>			
Adoption of 2015 Building Code			minimal cost if any
Pave Norman-Pine to Boulder	30,000		01-06-5352
Loop water line along Mann Ave		25,000	02-06-5293 Restricted
Entry way and 100blk			Dependent on TAP grant
Conservation Easement grant			

Projects that are currently being considered by a Committee:

- 2015 water rates

Projects that are pending:

- Marijuana Ordinance
- PW material storage bins: this item is pending a complete site plan. Purchase of this would come from savings.
- Conservation Easement grant: this would be to complete the Boneyard and should be done after the Easement is in place so as to use it as a guide.



## Official Minutes

**MEETING OF THE MINTURN TOWN COUNCIL**  
**Minturn Town Center, 302 Pine Street**  
**Minturn, CO 81645 • (970) 827-5645**

**Wednesday October 15, 2014**

**Work Session – 5:00pm**  
**Regular Session – 6:30pm**

**MAYOR – Gordon “Hawkeye” Flaherty**  
**MAYOR PRO TEM – George Brodin**

### **COUNCIL MEMBERS:**

Shelley Bellm  
Earle Bidez  
John Rosenfeld  
Matt Scherr  
Jason Osborne

These minutes are formally submitted to the Town of Minturn Town Council for approval as the official written record of the proceedings at the identified Council Meeting. Additionally, all Council meetings are tape-recorded and are available to the public for listening at the Town Center Offices from 8:30am – 2:00 pm, Monday through Friday, by contacting the Town Clerk at 970/827-5645 302 Pine St. Minturn, CO 81645

## **Work Session – 5:00pm**

### **Please remember to bring your FY2015 Budget Book**

- 2014 Budget Review – Brunvand
  - This will be taken up at the November 5 Worksession in order to complete the indepth review.
- Discussion of the Town Manager position and candidate search
  - Council supported Willy’s proposal for the part time Town Manager and for Mike S. to prepare a contract for the Town manager. requested the engineer be present at a Council Meeting to allow Council to question the merits of the engineer position.
- Mass and Scale discussion on Building moratorium – Hawkinson
- Red Sandstone Read-a-Thon – Powell
  - Requested by Council to come back to the November 5<sup>th</sup> meeting to do it during the regular budget process.

## **Regular Session – 6:30pm**

### **1. Call to Order**

The meeting was called to order by Mayor Hawkeye Flaherty at 7:42pm.

- Roll Call

Those present included: Mayor Hawkeye Flaherty, Town Council members, George Brodin, Matt Scherr, John Rosenfeld, Ozzy Osborne, Earle Bidez, and Shelley Bellm.

Staff present: Acting Town Manager Willy Powell, Town Attorney Mike Sawyer, Town Clerk/Treasurer Jay Brunvand, Economic Dev/Deputy Town Clerk Michelle Metteer, and Town Planner Janet Hawkinson.

- Pledge of Allegiance

### **2. Approval of Agenda**

- Items to be Pulled or Added

Add Mass and Scale to the 7a

Motion by Shelley B., second by George B, to approve the agenda as presented. Motion passed 7-0.

### **3. Liquor Authority**

- Shop N Hop Annual Renewal of a 3.2 Beer License; 401 Main St.; Terry Marcum, Owner/Manager – Brunvand

Public hearing was held; no comments.

Motion by Shelley B., second by Johnie R., to approve the Shop N Hop Annual Renewal of a 3.2 Beer License; 401 Main St.; Terry Marcum, Owner/Manager as presented. Motion passed 7-0.

- Deutschmann Family LLC dba Kirby Cosmo's BBQ Bar Hotel/Restaurant Annual Renewal; 474 Main St.; Michael Deutschmann, Owner/President – Brunvand

Ozzy O. recused himself as he is an employee of the establishment.

Public hearing was held; no comments.

Motion by Earle B., second by Shelley B., to approve the Deutschmann Family LLC dba Kirby Cosmo's BBQ Bar Hotel/Restaurant Annual Renewal; 474 Main St.; Michael Deutschmann, Owner/President as presented. Motion passed 6-0. Note: Ozzy O. recused himself as he is an employee of the establishment.

#### **4. Approval of Minutes**

- October 1, 2014

Motion by Earle B., second by George B., to approve the minutes of October 1, 2014 as presented. Motion passed 6-0. Ozzy O. abstained as he was absent.

#### **5. Public comments on items, which are NOT on the agenda (5 minute time limit per person)**

#### **6. Special Presentations**

- Kara Bettis, running for Eagle County Coroner introduced herself.
- Diane Mitsch Bush running for House District 26 introduced herself.
- Chuck McConnell running for House District 26 introduced himself.
- Courtney Holm running for Eagle County Commissioner.
  
- Annual Market Presentation – Metteer

### **PUBLIC HEARINGS AND ACTION ITEMS**

#### **7. Action Item: Ordinance 08 – Series 2014 (Second Reading) An Ordinance adopting the 2010 Model Traffic Code by reference – Powell/Sawyer**

Mike S. outlined the Ordinance and the changes between first and second reading.

- Defined speed limit on Town streets at 15mph unless otherwise posted.
- Defined illegal parking and addresses how those issues are policed
- Addresses the concern of larger delivery vehicles parked on the streets

Ozzy O. noted the 72hr time frame should be defined to allow the person to park in the same place after moving the vehicle. Shelley B. stated this was in the Ordinance to address those that move their vehicle but the vehicle is stored vs. utilized. Ozzy O. stated that he felt Taylor St. needs more than just a blanket law to address its unique circumstances.

Earle B. recommended we start this change with warnings to educate the citizens prior to them being issued tickets.

Discussion ensued as to the length of time a large delivery or truck vehicle could park prior to a violation.

Public Hearing opened, no comments.

Motion by Johnie R., second by Shelley B., to approve Ordinance 08 – Series 2014 (Second Reading) An Ordinance adopting the 2010 Model Traffic Code by reference as presented. Motion passed 7-0.

## COUNCIL AND STAFF REPORTS

### 8. Town Planner

- Mass and Scale discussion on Building moratorium

Discussion ensued on how this would affect lot coverages and how it changes what is currently the law and how that affects the smaller lots in Town. Janet H. will submit applicable pictures of existing lots that have the existing 50, 40, and 30% densities.

Hawkeye asked how this would affect duplexes and how they would fit on the existing lots. He felt the direction to Staff was to review the code and how this affects duplexes. It was noted the two issues are connected in that the density would have the same concern if it were a single family home or a duplex. Hawkeye also felt the height of the project is just as important as the lot coverage.

Discussion ensued as to density, height, parking, and snow storage and how those affect the property.

Willy P. noted for the Council the land use issues summary that was handed out and stated they were looking for feedback from both the Council and the Planning Commission.

- Design Approval for 436 Taylor St – completion of a duplex that was started in 2006

Hawkeye stated the height of the building is too high and needs to be addressed. Mike S. clarified that the natural grade was not the current grade today. Based on the grading plans the average height does allow the structure. Discussion ensued that if you dig out the hillside and build vs build a subterranean basement from the natural grade then the roof line calculation should be affected.

It was noted that the original building plans were approved in 2006 and the code has changed. The definition of building height has changed. Hawkeye noted the intent was to limit heights to 28ft average roof line above the ground on all sides of the building.

Council requested to call this approval up based on MMC 16-2-30 which calls for the average roof line to be not more than 28ft from finished or natural grade whichever is more restrictive. Mike S. stated that because this has been approved by the Planning Commission that the applicant either correct the concern or Council call the approval up for re-consideration. Mike S. stated there is ambiguity in the terms Finish Grade, natural Grade, and Existing grade in the code due to different language used in two parts of the code. Therefore Council needs to determine the intent of the Municipal Code.

Motion by Ozzy O., second by George B., to call up the proposed application for a duplex at 436 Taylor St to be set for a meeting the applicant's convenience. Motion passed 7-0.

- Public Works Bridge Repair Report

Bellm Bridge is being repaired in accordance with the report to stabilize the base piers, the decking, and the joints and should be completed by the end of the week

- Zoning Code Moratorium

### **9. Town Manager**

The quilt in the lobby of the Town Hall has been encased and looks very nice.

Willy P. updated the Council on the street work that is being completed at Shop N Hop (401 Main St). Shelley B. stated we should be requiring a bond to ensure the road is repaired and the repair holds. It was noted that this project is more disconcerting because the road was just repaved this past summer.

Hattie Wagy will not be a level one police officer as discussed because of conflicts of interest that might develop as a result of her multiple job duties.

Willy P. has been contacted by Mr. Dave Neeley of the USFS to discuss the Town's desires for density and development of the Forest Service Compound located at approximately 1350 Main St. In addition, the house at the north end of the Town is going to be repainted very soon.

- Action Item Report

### **10. Town Attorney**

Mike S. passed out a preliminary priority list of tasks he is working on. Hawkeye asked that as the list solidifies that Mike S. include estimated costs as well. Hawkeye noted that this line item is over budget for 2014 and we should monitor the costs.

### **11. Town Council Comments**

Matt S. thanked all for the effort to slow traffic during the school bus times it is noticed and appreciated. It was also noted that there is a zero tolerance for people running the school bus lights.

Hawkeye invited everyone to the BMH Homecoming this weekend. He noted the Halloween night in Minturn is October 30<sup>th</sup>.

## **FUTURE AGENDA ITEMS**

### **12. Next Meeting – November 5, 2014**

- Nov 5, 2014 Work session: Water Committee update
- Meeting: Discussion/Action – 1st Public Hearing on proposed fiscal year 2014 Budget – review public funding requests – White/Brunvand 11/5/13

**13. Future Meetings:**

- Jan 21, 2015: Work session: consideration of approving retail sales of marijuana – Powell/Sawyer
- Meeting: Discussion/Action – 2<sup>nd</sup> Public Hearing on proposed fiscal year 2014 Budget **and** First Reading of Budget Ordinances – Brunvand 11/19/13
- Meeting: Discussion/Action – 2<sup>nd</sup> and Final Reading of proposed 2014 Budget Ordinances – Brunvand 12/3/13
- 2015 Building Code update – Charlie Davis

**14. Set Future Meeting Dates**

a) Council Meetings:

- November 5, 2014
- November 19, 2014
- December 3, 2014

b) Planning & Zoning Commission Meetings:

- October 8, 2014
- November 12, 2014
- December 10, 2014

**15. Other Dates:**

- Minturn Halloween – October 30, 2014

**16. Adjournment**

Motion by Johnie R., second by Ozzy O., to adjourn the meeting at 9:50pm.

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Mayor Hawkeye Flaherty

ATTEST:

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Town Clerk, Jay Brunvand



TOWN OF MINTURN  
P.O. Box 309 (302 Pine Street)  
Minturn, Colorado 81645-0309  
970-827-5645 Fax: 970-827-5545  
treasurer@minturn.org

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**FROM THE DESK OF  
JAY BRUNVAND, TREASURER/FINANCE**

*MEMORANDUM*

TO: Mayor and Town Council  
FROM: Jay Brunvand, Town Treasurer  
CC: Willy Powell, Acting Town Manager  
DATE: October 21, 2014

**NOVEMBER 5, 2014 COUNCIL MEETING**

As required by Colorado law, the Town has set two Public Hearings for the FY2015 Budget. The November 5<sup>th</sup> meeting is the first; the November 19<sup>th</sup> meeting is the second and final. To date, Staff has taken your comments and suggestions and incorporated them into the FY2015 Budget. If approved or directed by Council, the items will be included in the final budget. In the event any material changes come forth from the Public Hearing process, those changes also will be included in the proposed final passage of the budget ordinances on December 3<sup>rd</sup>. As a budget page may be affected, those changes will be distributed at the December 3<sup>rd</sup> meeting.

Following is the Public Hearing procedure recommended that you follow in order to make sure everything is covered procedurally and legally.

- (a) The Mayor will introduce the agenda item and announce the Public Hearing as “I hereby by call to order the Public Hearing for the purpose of discussion and comment on the fiscal year 2015 proposed budget and to gather input, pro or con on the proposed Minturn Town Budget for the fiscal year January 1 through December 31, 2015. Any citizen that would like to speak needs to clearly state their name and physical address for the record from the podium (even if they are known by all.)”
- (b) Take citizen input
- (c) Presentations as related to Community Funding Requests:
  - Augustana/Castle Peak - Lisa Pease
  - World Cup 2015 – Staff
  
  - Vail Valley Partnership - Chris Romer

- Radio Free Minturn - Brian Duchinsky
- Walking Mountain Science Center - Doug Dusenberry
- Minturn Community Fund - Guy Patterson
- Red Sandstone 4<sup>th</sup> Grade (EC School Dist ) -
- Eagle County Trails Group -
- EC School Dist-John Widerman
  
- Other Funding Questions – Brunvand
- Question/Answer

(d) Close the Public Hearing

(e) Council discussion on the budget and comment on the Public Hearing if any. Council will discuss the budget during the Worksession and any direction given could be incorporated into the comments as a summary. Additionally, Council could give direction on the Community Funding Requests as well or hold off until November 19.

(f) Announce this is the first Public Hearing on the Fiscal Year 2014 Preliminary Budget, a second Public hearing will be held on November 19, 2015 at 6:30pm in the Town Council Chambers at 302 Pine St. and citizens are also encouraged to contact the Town Hall with questions or comments during regular business hours at 827-5645.

## FY2015 BUDGET FUNDING REQUESTS

DISCRIPTION	REQUESTED BY	FUNDED FROM	FUNDED IN 2014 BUDGET	NOTES	
1	Augustana/Castle Peak *This is the 2nd of a 4yr program \$10,000	Lisa Pease	01-01-5271	\$10,000.00	
2	World Cup 2015 \$20,000 *Note: Town also committed \$15k in 2014	TOWN OF MINTURN and World Cup 2015	01-01-5271	\$15,000.00	
3	Vail Valley Partnership and Economic Couincil of Eagle Co \$5,000	Chris Romer	01-01-5271	\$2,500.00	
4	Radio Free Minturn \$1,500	Radio Free Minturn - Brian Duchinsky	01-01-5271	\$1,000.00	
5	Walking Mountain Science Center \$2,000	Doug Dusenberry, Dirctor of Major an planned Gifts	01-01-5271	\$1,000.00	
6	Minturn Community Fund \$10,000	Guy Patterson	01-01-5271	\$10,000.00	
7	Red Sandstone 4th Grade Read-a-thon \$265/child		01-01-5271	\$0.00	
8	Eagle County Trails Group - Momentum \$1,000		01-01-5271	\$0.00	
9	EC School Dist (for Maloit Park mosquito control) \$1,300	John Widerman - Maloit Park Manager	01-01-5271	\$1,300.00	
10					
###					
###					
13					
14					

Total Requests for  
2015

\$50,800.00 \*Does not include Red  
Sandstone

**Community Contributions**

<b>Name</b>	<b>2010</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2015 req</b>
Augustana/Castle Peak Senior Care					10,000.00	10,000.00
WORLD CUP 2015					15,000.00	20,000.00
Vail Valley Partnership				2,500.00	2,500.00	5,000.00
Radio Free Minturn	1,000.00	2,000.00	500.00	1,000.00	1,000.00	1,500.00
Walking Mountain				1,000.00	1,000.00	2,000.00
Minturn Community Fund	3,000.00	7,500.00	10,000.00	10,000.00	10,000.00	10,000.00
Red Sandstone Read-a-thon						???
Eagle County Trails Group						1,000.00
ECO Schools - Misquito Control					1,300.00	1,300.00
<b>TOTAL</b>	<b>4,000.00</b>	<b>9,500.00</b>	<b>10,500.00</b>	<b>14,500.00</b>	<b>40,800.00</b>	<b>50,800.00</b>

Town of Minturn  
 302 PINE STREET  
 P. O. BOX 309, MINTURN, CO 81645  
 (970) 827-5645 FAX (970) 827-5545



*request = \$10000*  
*\*note: this is the second year of our four year commitment*

REQUEST FOR FUNDING APPLICATION

NAME OF ORGANIZATION: Augustine / Cattle Ranch  
 DATE SUBMITTED: \_\_\_\_\_  
 NAME OF REPRESENTATIVE: LISA PROSE  
 MAILING/STREET ADDRESS: P.O. Box 2127 Edwards, CO 81632  
 TELEPHONE NUMBER: 970-471-4862

Please indicate major funding source:  tax supported  
 donations (corporate, foundation, private donors)  
 other government-entity grants

Please indicate type of organization:  health and human service  environmental  
 recreation and culture  sports and athletics  
 education  youth services  
 marketing  other \_\_\_\_\_

Quick Reference Financial Data:  
 \_\_\_\_\_ Operating Revenue \_\_\_\_\_ Operating Expenses \_\_\_\_\_  
 \_\_\_\_\_ Operating Revenue \_\_\_\_\_ Operating Expenses \_\_\_\_\_  
 \_\_\_\_\_ Operating Revenue \_\_\_\_\_ Operating Expenses \_\_\_\_\_

Please answer the following questions on separate paper, not to exceed 3 pages. You may include an agency brochure, but please do not include any other additional materials.

- 1) WHAT IS YOUR ORGANIZATION'S MISSION?
- 2) SPECIFICALLY DESCRIBE THE PROJECT/PROGRAM THAT THE FUNDING WILL SUPPORT AND HOW THIS PROJECT/PROGRAM BENEFITS THE TOWN OF MINTURN.
- 3) HOW WILL YOU MEASURE THE SUCCESS OF THIS PROGRAM?
- 4) IS ANY OTHER AGENCY PROVIDING A SIMILAR SERVICE IN THE AREA?
- 5) HAVE PREVIOUS FUNDS BEEN AWARDED BY THE TOWN TO SUPPORT THIS ACTIVITY?
- 6) WHAT FUNDRAISING PROGRAMS DO YOU HAVE PLANNED TO ELIMINATE THE NEED FOR FUTURE TOWN FUNDING REQUESTS?
- 7) WHAT IS YOUR PROJECTED NEED FOR FUNDING FROM THE TOWN OF MINTURN FOR THE NEXT 5 YEARS?

Please attach the following:  
 \*Financial Statements  
 \*Budget (Including Revenue Sources)  
 \*501(C)(3) Documentation  
 \*List of Officers and/or Directors



July 22, 2014

Mr. Jay Brunvand, MMC  
Town Clerk/Town Treasurer  
P.O. Box 309  
Minturn, CO 81645

Dear Jay:

Augustana Care is deeply appreciative of the pledge of \$40,000, payable over a 4 year period, to support the "Making Our Community Whole" capital campaign to build the Castle Peak Senior Care Community ("CPSCC") in Eagle, Colorado. As we approach the second year of this pledge with a remaining pledge balance of \$30,000 after receiving the first \$10,000 payment in March 2014, we would like to update you regarding the exciting progress that has been made on this critically important project.

Critical milestones have been reached thus far in the development of the care community:

- In July 2013, the capital campaign was launched to raise \$4.4 million with a focus on major gifts
- In September 2013, Augustana Care received loan approval from the U.S. Department of Agriculture Rural Development Community Facilities loan program providing permanent financing of approximately \$12 million at 3.5% interest over a 40 year term
- In November 2013, the Eagle County Board of Commissioners approved the donation of 3 acres of land valued at \$988,000 upon which CPSCC will be built
- In December 2013, the capital campaign had received donations and pledges totaling in excess of 50% of the total goal. Eagle County and Augustana Care approved commencement of final plans and construction drawings for the entitlement process with the Town of Eagle and the Eagle Ranch Design Review Board
- At the end of January 2014, the capital campaign had received donations and pledges totaling 75% of the total goal
- In April 2014, the public phase of the capital campaign was launched promoting and encouraging donations of any size from the community at large
- In May 2014, the following milestones were reached:
  - the major development permit for CPSCC was approved by the Eagle Town Board
  - construction loan financing was secured from Alpine Bank
  - USDA approval was obtained to release the request for proposal for the construction manager and construction services
- In July 2014, interviews for the construction manager and construction services were conducted

We continue to make great progress toward the capital campaign goal of \$4.4 million dollars with donations and pledges currently totaling \$4,265,998, leaving a balance to be raised of \$134,002. We also continue to make every effort to start construction this fall with an estimated time to completion of construction of 12 to 18 months.

The boards and staffs of Castle Peak Senior Care Community and Augustana Care thank you for your continued support to bring this level of care to Eagle County. This care community will benefit our residents for generations to come, allowing them to age in the valley they so dearly love and call home.

If you have any questions as you review this update, please feel free to contact me by phone at 970-471-4864 or email at [lpease@augustanacare.org](mailto:lpease@augustanacare.org).

Sincerely,

A handwritten signature in cursive script that reads "Lisa M. Pease".

Lisa M. Pease  
Director of Development, Colorado  
Augustana Care

October 8, 2014

Town of Minturn  
Mr. Jay Brunvand  
PO Box 309  
Minturn, CO 81645

Dear Mr. Brunvand:

Thank you again for your generous support of the Castle Peak Senior Care Community capital campaign. We are thrilled the campaign reached its \$4.4 million goal in just one year. Your help in accomplishing our goal is greatly appreciated!

I am writing today to let you know that we have now scheduled the start of construction for spring 2015. The team working on the development of Castle Peak made every effort to begin construction this fall; however, it was recently determined that it is wise to begin next spring for three reasons.

First, because of the busy end to the construction season, potential subcontractors have asked the Weitz Company, Castle Peak's construction manager, for additional time to prepare bids. The additional time spent working with potential subcontractors will help ensure that bids include the entire scope of work for each trade.

Second, many regulatory approvals are required for assisted living and skilled nursing facilities. Securing these approvals is underway; however, it has taken longer than expected.

Third, now that we've received the site's final soil report, our structural engineer is reconsidering the original foundation system with the goal of identifying the most appropriate cost effective system. In addition, early investigation of site utilities did not reveal the depth of natural gas lines, which affects drainage. Time is required to address this new information.

In anticipation of a spring 2015 start of construction, the timeline has been updated to the following:

- Hold an on-site event for donors and the community (late fall 2014)
- Secure permit approvals and finalize specifications once permits approved (spring 2015)
- Finalize guaranteed maximum price contract with the Weitz Company and close construction financing (prior to start of construction)
- Begin construction (spring 2015)
- Celebrate the grand opening of Castle Peak (fall 2016)

Again, thank you for supporting the development of Castle Peak, which will bring desperately needed services to the residents of Eagle County. If you have any questions about Castle Peak, please don't hesitate to contact Kay Gudmestad at 612-238-5209.

Sincerely,



Tim Tucker  
President and CEO

Town of Minturn  
 302 PINE STREET  
 P. O. BOX 309, MINTURN, CO 81645  
 (970) 827-5645 FAX (970) 827-5545



*request = \$5,000.00*

REQUEST FOR FUNDING APPLICATION

NAME OF ORGANIZATION: Vail Valley Partnership / Econ Council  
 DATE SUBMITTED: \_\_\_\_\_  
 NAME OF REPRESENTATIVE: Chris Romel  
 MAILING/STREET ADDRESS: PO Box 103 Vail CO 81658  
 TELEPHONE NUMBER: 970-477-4016

Please indicate major funding source:  tax supported  
 donations (corporate, foundation, private donors)  
 other government-entity grants  
 Program revenue

Please indicate type of organization:  health and human service  environmental  
 recreation and culture  sports and athletics  
 education  youth services  
 marketing  other Chamber of Commerce

Quick Reference Financial Data:

_____ Operating Revenue	_____ Operating Expenses	_____
_____ Operating Revenue	_____ Operating Expenses	_____
_____ Operating Revenue	_____ Operating Expenses	_____

Please answer the following questions on separate paper, not to exceed 3 pages. You may include an agency brochure, but please do not include any other additional materials.

- 1) WHAT IS YOUR ORGANIZATION'S MISSION?
- 2) SPECIFICALLY DESCRIBE THE PROJECT/PROGRAM THAT THE FUNDING WILL SUPPORT AND HOW THIS PROJECT/PROGRAM BENEFITS THE TOWN OF MINTURN.
- 3) HOW WILL YOU MEASURE THE SUCCESS OF THIS PROGRAM?
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- 7) WHAT IS YOUR PROJECTED NEED FOR FUNDING FROM THE TOWN OF MINTURN FOR THE NEXT 5 YEARS?

Please attach the following:  
 \*Financial Statements  
 \*Budget (Including Revenue Sources)  
 \*501(C)(3) Documentation  
 \*List of Officers and/or Directors



Town of Minturn  
c/o Jay Brunvand  
P.O Box 309  
Minturn, CO 81645

Dear Minturn Town Council members,

Thank you for the opportunity to present a funding request as part of your 2015 community funding cycle. Please accept the following as our funding outline for the Vail Valley Partnership & the Economic Council of Eagle County.

VVP's programs require both public and private support. Vail Valley Partnership is uniquely positioned to facilitate and actively engage entities throughout the valley and state in order to strengthen our community through our economic development, business support and destination marketing programs. Our day-to-day activities consist of connecting people to resources and entities to build community resilience and conditions favorable to business success. We strengthen regional economic vitality through our programs and efforts. We support local businesses. We unite key stakeholders. We lead collaborative efforts throughout the community.

### **Economic Development Goals and Objectives**

Our economic development plan targets 6 Core Objectives to position Eagle County's economy for long-term success and to achieve local area Economic Health.

#### **Our 6 Core Objectives are to:**

1. Build a Business Friendly Eagle County
2. Create and Market an Eagle County Business Brand
3. Retain, Grow, and Recruit Businesses
4. Protect our Natural Environment
5. Expand Opportunity in our Leading Sectors (Tourism & Recreation, Health & Wellness and Creative Industries)
6. Provide Support for a Quality Workforce (Affordable Housing, Education, Transportation, Health)

We expect our collective efforts to contribute significantly to these goals for Eagle County stakeholders (including the Town of Minturn) with financial support from Eagle County, individual municipalities, unincorporated communities and the business community. These goals align with Minturn's goals to support your local businesses, drive incremental traffic via events and ensure an environment that helps drive sales tax collections.

PO Box 1130, Vail, CO 81658  
[www.visitvailvalley.com](http://www.visitvailvalley.com)



Work is underway in the following areas:

- 1. Designing and implementing a Business Retention & Expansion program (BRE)**  
This will build a proof point of a business friendly community through a coordinated network of communication and action. This will be a formal program that will effectively listen to local businesses needs and will act on what is heard.
- 2. Creating and Marketing an Eagle County Business Brand**  
Brand development is underway and the language of that brand will be communicated to our targets via a new countywide business development website. The Eagle County business brand will be designed to enhance and leverage, not compete with, individual brand identities.
- 3. Move toward Active Business Recruitment**  
Once a solid outward facing marketing strategy is developed, we will, for the first time as a region, have the ability to pursue 'active' business recruitment, rather than the passive recruitment to which we are limited today.

The Partnership recognizes that our community is made up of several unique municipalities and a number of unincorporated areas; however, we are interconnected from a business standpoint and a community viewpoint. Every effort is made to be collaborative in our programming and to offer benefits to help businesses succeed.

Community programming provides access and opportunities for business growth, supporting the Town of Minturn (and businesses throughout Eagle County), and include:

1. Economic Council of Eagle County
2. Lodging Quality Assurance Program
3. Vail Valley Merchant Alliance
4. Vail Valley Sports & Event Coalition
5. Vail Valley Health & Wellness Initiative
6. Non-Profit Network and Vail Valley Volunteer Connection
7. EGE Air Alliance (administrative support)

VVP hosts a variety of educational & networking events targeting the business community; over 40 such events will be hosted in 2014.

Additionally, the Partnership's destination sales & marketing efforts (including group sales, event recruiting and leisure sales) resulted in an economic impact of \$74,000,000 in 2013, contributing over \$4.5m in local and state tax revenues. VVP is the only regionally focused destination marketing organization in the valley, working with stakeholders such as the Colorado Tourism Office to ensure all communities (including Minturn) are represented in state tourism promotion.

VVP produces Visit Vail Valley – the Official Visitors Guide and manages VisitVailValley.com, which includes robust tourism information for all communities within the valley. These tools also include a valley-wide calendar of events and business listings.

PO Box 1130, Vail, CO 81658  
[www.visitvailvalley.com](http://www.visitvailvalley.com)



## 2015 Funding Request

Our regionally focused economic development efforts include a variety of business-focused community programming and ensures local representation at, and active participation in, various regional and state-wide forums including the Northwest Colorado Council of Governments economic development district, Colorado Rural Workforce Consortium, Colorado Innovation Network, Colorado Office of Economic Development & International Trade, Colorado Tourism Office, and various regional planning sessions and coalitions.

This participation ensures Eagle County community interests are represented in an active and professional manner and ensures local facilitation and coordination of economic development efforts. Moving forward the Partnership and Economic Council will continue to:

- Generate positive economic conditions in Eagle County through implementation of the Economic Development Plan - a plan that will deliver a network of community business support resources to retain & grow existing businesses - and an outward facing marketing strategy to attract additional business development.
- Forge strong relationships between the various segments, both geographic and within key industries, within the business community and key stakeholders
- Provide economic information (research) to stakeholders to assist in data driven decision-making.
- Represent Eagle County stakeholders and business community interests to regional & statewide organizations and provide local facilitation of economic development activities.
- Drive destination overnight visitation via our group sales and participatory sport event recruiting efforts.
- Promote all communities in the Vail Valley through VisitVailValley.com, including a valley-wide regionally focused calendar of events, and through Visit Vail Valley – Official Visitors Guide.

Additional details, including copies of our quarterly updates, are available to help in your decision-making process as needed. We are happy to present to your board should you desire.

Funding is requested from the Town of Minturn in **the amount of \$5,000 to support our regional economic development efforts**, specifically to assist with the continued implementation of the Economic Development Strategic Plan for Eagle County and to continue efforts and momentum outlined briefly in this request letter and the (attached) quarterly updates provided to our municipal supporters.

Thank you for your consideration,

A handwritten signature in black ink, appearing to read "Chris Romer".

Chris Romer  
President & CEO  
Vail Valley Partnership

PO Box 1130, Vail, CO 81658  
[www.visitvailvalley.com](http://www.visitvailvalley.com)

**VAIL VALLEY PARTNERSHIP**  
**(A Colorado Non-Profit Corporation)**  
**Statements of Financial Position**  
**December 31, 2013 and 2012**

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**ASSETS**

	<u>2013</u>	<u>2012</u>
<b>CURRENT ASSETS</b>		
Cash	\$ 100,917	\$ 37,580
Accounts Receivable	95,124	50,383
Less: Allowance for Doubtful Accounts	<u>(10,000)</u>	<u>(10,000)</u>
<b>Accounts Receivable - Net</b>	85,124	40,383
Prepaid Expenses	2,064	-
Other Current Assets	<u>549</u>	<u>-</u>
<b>Total Current Assets</b>	<u>188,654</u>	<u>77,963</u>
 <b>PROPERTY AND EQUIPMENT - AT COST</b>		
Leasehold Improvements	60,349	60,349
Furniture and Equipment	73,901	65,783
Vehicle	32,848	32,848
Software and Website Costs	<u>82,127</u>	<u>81,612</u>
	249,225	240,592
Less: Accumulated Depreciation	<u>(173,630)</u>	<u>(156,427)</u>
<b>Total Property and Equipment - Net</b>	<u>75,595</u>	<u>84,165</u>
 <b>OTHER ASSETS</b>		
Deposits	<u>16,667</u>	<u>16,667</u>
<b>TOTAL ASSETS</b>	<u>\$ 280,916</u>	<u>\$ 178,795</u>

The accompanying notes are an integral part of these financial statements.

**VAIL VALLEY PARTNERSHIP**  
**(A Colorado Non-Profit Corporation)**  
**Statements of Activities**

**For the Years Ended December 31, 2013 and 2012**

	<b>2013</b>	<b>2012</b>
<b>SUPPORT, REVENUES, AND GAINS</b>		
Central Reservations	\$ 170,427	\$ 163,344
Group Commissions	93,443	128,786
Partnership Fee Income	91,489	102,105
Dues Income	371,507	314,680
Economic Council	115,000	101,158
Beaver Creek Marketing Contributions	210,000	91,000
Co-ops	9,030	63,234
Local Marketing District Income	275,200	199,000
Lodging Quality Assurance Contributions and Fees	143,190	129,850
Community & Municipal Support	47,000	-
Other Income	2,136	2,337
(Loss) on Disposal of Property and Equipment	-	(1,575)
<b>Total Support, Revenues and Gains</b>	<b>1,528,422</b>	<b>1,293,919</b>
<b>EXPENSES</b>		
Program Services:		
Marketing	90,285	74,881
Partnership	273,009	275,072
Travel & Tourism	583,316	486,638
Total Program Service Expenses	946,610	836,591
Management and General Expenses:		
Administrative	548,072	538,302
<b>Total Expenses</b>	<b>1,494,682</b>	<b>1,374,893</b>
<b>CHANGE IN UNRESTRICTED NET (DEFICIT)</b>	33,740	(80,974)
<b>UNRESTRICTED NET (DEFICIT) - BEGINNING OF YEAR</b>	<b>(120,952)</b>	<b>(39,978)</b>
<b>UNRESTRICTED NET (DEFICIT) - END OF YEAR</b>	<b>\$ (87,212)</b>	<b>\$ (120,952)</b>

The accompanying notes are an integral part of these financial statements.

**VAIL VALLEY PARTNERSHIP**  
**(A Colorado Non-Profit Corporation)**

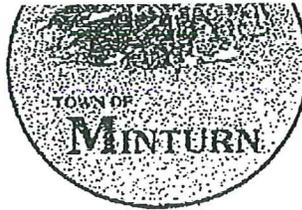
**Statements of Cash Flows**

**For the Years Ended December 31, 2013 and 2012**

	<b>2013</b>	<b>2012</b>
<b>CASH FLOWS FROM OPERATING ACTIVITIES:</b>		
Change in Net (Deficit)	\$ 33,740	\$ (80,974)
Non-Cash Items Included in Change in Net (Deficit)		
Loss on Disposal of Assets	-	1,575
Depreciation Expense	17,203	26,757
(Increase) Decrease In Assets:		
Accounts Receivable	(44,741)	60,201
Prepaid Expenses	(2,064)	15,025
Other Current Assets	(549)	-
Increase (Decrease) in Liabilities:		
Accounts Payable	(26,602)	21,665
Accrued Payroll and Payroll Taxes	6,271	13,711
Deferred Revenue	95,113	(40,277)
<b>Net Cash Provided by Operating Activities</b>	<b>78,371</b>	<b>17,683</b>
<b>CASH FLOWS FROM INVESTING ACTIVITIES:</b>		
Purchase of Property and Equipment	(8,633)	(40,304)
<b>CASH FLOWS FROM FINANCING ACTIVITIES:</b>		
Proceeds from (Repayment of) Notes Payable - Net	(6,401)	29,692
<b>NET INCREASE IN CASH</b>	63,337	7,071
<b>CASH AT BEGINNING OF YEAR</b>	37,580	30,509
<b>CASH AT END OF YEAR</b>	\$ 100,917	\$ 37,580
<b><u>SUPPLEMENTAL DISCLOSURES:</u></b>		
Interest Paid	\$ 60	\$ 670

The accompanying notes are an integral part of these financial statements.

**TOWN OF MINTURN**  
 302 PINE STREET  
 P. O. BOX 309, MINTURN, CO 81645  
 (970) 827-5645 FAX (970) 827-5545



REQ = 1,500-

**REQUEST FOR FUNDING APPLICATION**

NAME OF ORGANIZATION: RADIO FREE MINTURN  
 DATE SUBMITTED: SEP 8, 2014  
 NAME OF REPRESENTATIVE: BRIAN DUCHINSKY *Brian@radiofreeminturn.org*  
 MAILING/STREET ADDRESS: PO BOX 987, MINTURN CO 81645  
 TELEPHONE NUMBER: 970-485-4867

Please indicate major funding source:  tax supported  
 donations (corporate, foundation, private donors)  
 other government-entity grants

Please indicate type of organization:  health and human service  environmental  
 recreation and culture  sports and athletics  
 education  youth services  
 marketing  other NON-COMMERCIAL COMMUNITY RADIO STATION

Quick Reference Financial Data:

<del>2012</del> Operating Revenue	<u>\$15,046</u>	Operating Expenses	<u>\$16,148</u>
<del>2013</del> Operating Revenue	<u>\$22,747</u>	Operating Expenses	<u>\$16,684</u>
<u>2014(e)</u> Operating Revenue	<u>\$13,131</u>	Operating Expenses	<u>\$16,250</u>

Please answer the following questions on separate paper, not to exceed 3 pages. You may include an agency brochure, but please do not include any other additional materials.

- 1) WHAT IS YOUR ORGANIZATION'S MISSION?
- 2) SPECIFICALLY DESCRIBE THE PROJECT/PROGRAM THAT THE FUNDING WILL SUPPORT AND HOW THIS PROJECT/PROGRAM BENEFITS THE TOWN OF MINTURN.
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- 7) WHAT IS YOUR PROJECTED NEED FOR FUNDING FROM THE TOWN OF MINTURN FOR THE NEXT 5 YEARS?

Please attach the following:  
 \*Financial Statements  
 \*Budget (Including Revenue Sources)  
 \*501(C)(3) Documentation  
 \*List of Officers and/or Directors

funfs requestors.doc

**TOWN OF MINTURN  
RADIO FREE MINTURN GRANT REQUEST--2015**

**1) Mission**

Radio Free Minturn's mission is to serve the Eagle River Valley community by providing diverse programming that reflects the musical, cultural interests and informational needs of our region; while offering a learning environment for fledgling broadcasters, students of communications, and music enthusiasts.

Radio Free Minturn, KLNK-LP 107.9 FM (RFM) is a community-driven, commercial-free, all-volunteer operated radio station. We are also a non-profit 501(C)3 corporation funded entirely by local businesses, grants and most importantly, our listeners and friends.

RFM officially began LPFM broadcast operations on June 23, 2006. The signal is strong and clear from Vail Pass to Wolcott and from Dowd Junction to Tennessee Pass, and also continuously streams over the internet. RFM is operated by about 30 volunteer DJs, ranging in age from 21 to 60, who each typically broadcast a 2-hour show once a week.

RFM is a fun and creative community project where everyone can participate. The majority of DJ's have had no prior on-air radio experience, but receive their orientation and training from our volunteer DJs.

**2) Project/program funding will support and how this project benefits Town of Minturn**

Radio Free Minturn requests \$1,500 of financial support from the Town of Minturn to assist the station cover its annual operating expenses. These expenses include rent for studio and office space, utilities, supplies, and equipment maintenance and repair.

RFM (and its continued operation) provides substantial benefits to the Town of Minturn in ways both direct and indirect. For example:

RFM provides direct, unbiased access to the public airwaves for our local community. We normally air a minimum of two public service announcements an hour for local non-profit organizations, healthcare providers, schools, municipal governments, etc. - many of whom cannot afford commercial advertising (whether over-the-air or in print).

These free public service announcements typically take two forms - event-specific or mission-oriented - and always include a call-to-action and phone numbers/web addresses for more information.

Because RFM is commercial-free, our public service messages tend to stand out and be remembered, and can make a positive imprint with our appreciative audience. We also limit the number of underwriter announcements, so that everyone can be regularly heard.

Through a recent major update to our website, with a direct connection to our Facebook presence, RFM now offers a couple other online mediums to push public service messages to an interested, mobile audience, even if they are not listening at the time.

Indirectly, by its very name and unique, diverse programming, Radio Free Minturn promotes name recognition and reinforces the positive image of the Town of Minturn among listeners throughout the Valley and as far away as the Front Range, where the Station's bumper stickers and T-shirts are spotted on a regular basis.

With studio and office in Minturn, RFM attracts visitors and shoppers to Minturn businesses on a weekly basis, even if only the volunteers and their families and friends are considered.

### **3) How to measure success**

A steady number of active volunteers, as well as corporate underwriters and individual financial supporters ultimately define RFM's success. General interest in the station can also be indirectly measured through website traffic, Facebook "likes", served internet streams, studio phone calls and e-mail requests.

More specifically, though, RFM's overall goal is to broadcast every properly-formatted public service announcement within 48 hours of submission; and to strive to better that to within 24 hours. To promote local community use of this unique service, RFM also routinely encourages local organizations to remediate and submit their press releases and e-newsletters as "DJ-ready" public service announcements copy.

### **4) Other agencies or similar programs**

RFM is the only community radio station in Eagle County. The station is unique and there are no organizations providing community-generated over-the-air content, or public service announcements in a non-commercial broadcast format.

### **5) Previous funds awarded by the Town:**

From 2008 to 2013, the Town of Minturn has provided between \$500 and \$2,000 annually to support RFM. Because of RFM's healthy income/expense position, no funds were requested from the Town of Minturn for 2009. But, because of the slow economic recovery and anticipated equipment replacement cycles, RFM does need the Town's financial support in 2015.

### **6) Fundraising planned to eliminate the need for future funding**

RFM's fundraising includes an annual Birthday Bash to solicit support from past and first-time donors, active solicitation of area and regional grants, underwriting from local businesses and two (2) on-air fund drives. Entering our ninth year of operation, we still

anticipate that, on average, between 60-80% of RFM's revenues will come directly from our listeners, and their families and friends.

More specifically, RFM's Board is currently strategizing how to expand our fundraising to include a possible third annual on-air fund drive, direct solicitation of funds via campaigns by email and through our website and social media, as well as an active outreach to local businesses for underwriting opportunities.

**7) Projected need for future funding from Minturn**

Over the next five years, despite ambitious plans to expand operations, RFM anticipates that its funding request from Minturn will remain relatively constant, unless significant, steady revenues are raised from additional corporate underwriting, individual donations, as well as other foundation grants.

---

I am available to discuss this Request for Funding and answer any questions the Town of Minturn may have. Radio Free Minturn looks forward to hearing from you.



Brian Duchinsky  
President, Radio Free Minturn  
[brian@radiofreeminturn.org](mailto:brian@radiofreeminturn.org)  
970-485-4867



**VAIL TAX & ACCOUNTING, INC.**  
PROFESSIONAL TAX CONSULTANTS

111 SWIFT GULCH ROAD — SUITE 301  
P.O. BOX 5940  
AVON, COLORADO 81620

SARA FAHRNEY, PRESIDENT

PHONE: (970) 949-5383  
FAX: (970) 949-7105

**Accountant's Compilation Report**

To the Board of Trustees of  
Radio Free Minturn

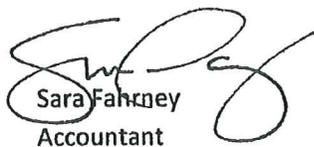
We have compiled the accompanying Statement of Assets, Liabilities & Equity – Income Tax Basis of Radio Free Minturn (a non-profit entity) as of December 31, 2013, and the related Statement of Revenues & Expenses for the period then ended. We have not audited or reviewed the accompanying financial statements 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 Organization's financial position, changes in net assets, and cash flows. Accordingly, these financial statements are not designed for those who are not informed about such matters.

We are not independent with respect to Radio Free Minturn.

  
Sara Fahrney  
Accountant

Prepared 1/21/14

**Radio Free Minturn Inc.**  
**Statement of Assets, Liabilities & Equity - Income Tax Basis**  
**As of December 31, 2013**

	<u>Dec 31, 13</u>
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
FirstBank Checking	380.38
FirstBank Savings	<u>32,971.47</u>
<b>Total Checking/Savings</b>	33,351.85
<b>Other Current Assets</b>	
Prepaid Expenses	<u>521.60</u>
<b>Total Other Current Assets</b>	<u>521.60</u>
<b>Total Current Assets</b>	33,873.45
<b>Fixed Assets</b>	
Office Equipment	1,107.15
Studio & Broadcast Equipment	37,652.17
Accumulated Depreciation	<u>-16,025.00</u>
<b>Total Fixed Assets</b>	<u>22,734.32</u>
<b>TOTAL ASSETS</b>	<u><u>56,607.77</u></u>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
<b>Credit Cards</b>	
FirstBank Credit Card 9879	401.93
<b>Total Credit Cards</b>	<u>401.93</u>
<b>Total Current Liabilities</b>	<u>401.93</u>
<b>Total Liabilities</b>	401.93
<b>Equity</b>	
Unrestricted Net Assets	53,838.44
Net Income	<u>2,367.40</u>
<b>Total Equity</b>	<u>56,205.84</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><u>56,607.77</u></u>

**Radio Free Minturn Inc.**  
**Statement of Revenues & Expenses - Income Tax Basis**  
**October through December 2013**

	Oct - Dec 13	Jan - Dec 13
<b>Ordinary Income/Expense</b>		
<b>Income</b>		
<b>Contributions</b>		
Birthday Bash	0.00	1,864.00
Grants	581.00	1,581.00
Semi-Annual Fund Drive	7,021.00	15,189.08
Underwriting/Advertising	800.00	5,300.00
<b>Total Contributions</b>	8,402.00	23,934.08
<b>Total Income</b>	8,402.00	23,934.08
<b>Cost of Goods Sold</b>		
Fund Drive Expenses	0.00	1,186.65
<b>Total COGS</b>	0.00	1,186.65
<b>Gross Profit</b>	8,402.00	22,747.43
<b>Expense</b>		
Advertising & Promotion	770.00	782.50
Bank Fees & Credit Card Fees	-28.41	5.71
Dues & Memberships	230.00	230.00
Insurance	524.58	2,454.62
Internet Service	152.22	542.14
Licenses & Fees	0.00	937.88
Meals & Entertainment	412.26	919.86
Office Expense	100.70	311.81
Program & Music Acquisition	0.00	456.00
<b>Rent</b>		
Studio Rent	1,500.00	6,000.00
Tower Rent	368.40	1,473.60
<b>Total Rent</b>	1,868.40	7,473.60
Repairs & Maintenance	986.89	1,886.89
Telephone Expense	227.22	682.85
<b>Total Expense</b>	5,243.86	16,683.86
<b>Net Ordinary Income</b>	3,158.14	6,063.57
<b>Other Income/Expense</b>		
<b>Other Income</b>		
Interest Income	7.36	28.83
<b>Total Other Income</b>	7.36	28.83
<b>Other Expense</b>		
Depreciation Expense	1,190.75	3,725.00
<b>Total Other Expense</b>	1,190.75	3,725.00
<b>Net Other Income</b>	-1,183.39	-3,696.17
<b>Net Income</b>	1,974.75	2,367.40

**Radio Free Minturn Inc.**  
**Statement of Revenues & Expenses - Income Tax Basis**  
**January through December 2013**

	Jan - Dec 13	Budget	\$ Over Budget
<b>Ordinary Income/Expense</b>			
<b>Income</b>			
<b>Contributions</b>			
Birthday Bash	1,864.00	0.00	1,864.00
General	0.00	13,044.68	-13,044.68
Grants	1,581.00	500.00	1,081.00
RFM Special Events	0.00	1,175.00	-1,175.00
Semi-Annual Fund Drive	15,189.08	4,500.00	10,689.08
Underwriting/Advertising	5,300.00	1,300.00	4,000.00
<b>Total Contributions</b>	<u>23,934.08</u>	<u>20,519.68</u>	<u>3,414.40</u>
<b>Total Income</b>	23,934.08	20,519.68	3,414.40
<b>Cost of Goods Sold</b>			
Fund Drive Expenses	1,186.65	1,000.00	186.65
<b>Total COGS</b>	<u>1,186.65</u>	<u>1,000.00</u>	<u>186.65</u>
<b>Gross Profit</b>	22,747.43	19,519.68	3,227.75
<b>Expense</b>			
Advertising & Promotion	782.50	2,700.00	-1,917.50
Bank Fees & Credit Card Fees	5.71	0.00	5.71
Dues & Memberships	230.00	190.00	40.00
Insurance	2,454.62	1,473.04	981.58
Internet Hosting & Projects	0.00	162.00	-162.00
Internet Service	542.14	570.48	-28.34
Licenses & Fees	937.88	935.00	2.88
Meals & Entertainment	919.86	0.00	919.86
Office Expense	311.81	36.00	275.81
Professional Services	0.00	1,800.00	-1,800.00
Program & Music Acquisition	456.00	0.00	456.00
<b>Rent</b>			
Studio Rent	6,000.00	6,000.00	0.00
Tower Rent	1,473.60	1,473.60	0.00
<b>Total Rent</b>	7,473.60	7,473.60	0.00
<b>Repairs &amp; Maintenance</b>	1,886.89	150.00	1,736.89
<b>Telephone Expense</b>	682.85	679.56	3.29
<b>Total Expense</b>	<u>16,683.86</u>	<u>16,169.68</u>	<u>514.18</u>
<b>Net Ordinary Income</b>	6,063.57	3,350.00	2,713.57
<b>Other Income/Expense</b>			
<b>Other Income</b>			
Interest Income	28.83	29.00	-0.17
<b>Total Other Income</b>	28.83	29.00	-0.17
<b>Other Expense</b>			
Depreciation Expense	3,725.00	3,379.00	346.00
<b>Total Other Expense</b>	<u>3,725.00</u>	<u>3,379.00</u>	<u>346.00</u>
<b>Net Other Income</b>	-3,696.17	-3,350.00	-346.17
<b>Net Income</b>	<u><u>2,367.40</u></u>	<u><u>0.00</u></u>	<u><u>2,367.40</u></u>

Town of Minturn  
 302 FIVE STREET  
 P. O. Box 309, MINTURN, CO 81645  
 (970) 827-5645 FAX (970) 827-5345



1282 = 2,000

REQUEST FOR FUNDING APPLICATION

NAME OF ORGANIZATION: Walking Mountains Science Center  
 DATE SUBMITTED: 9/9/2014  
 NAME OF REPRESENTATIVE: Doug Dusenberry  
 MAILING/STREET ADDRESS: PO Box 9469 / 318 Walking Mountains Lane  
 TELEPHONE NUMBER: (970) 306-0561

Please indicate major funding source:  tax supported  
 donations (corporate, foundation, private donors)  
 other government-entity grants

Please indicate type of organization:  health and human service  environmental  
 recreation and culture  sports and athletics  
 education  youth services  
 marketing  other

Quick Reference Financial Data:

FY 12 Operating Revenue	\$ 1,198,679	12 Operating Expenses	\$ 1,189,336
FY 13 Operating Revenue	1,277,316	13 Operating Expenses	1,280,997
FY 14 Operating Revenue	1,902,970	14 Operating Expenses	1,759,618

Please answer the following questions on separate paper, not to exceed 3 pages. You may include an agency brochure, but please do not include any other additional materials.

- 1) WHAT IS YOUR ORGANIZATION'S MISSION?
- 2) SPECIFICALLY DESCRIBE THE PROJECT/PROGRAM THAT THE FUNDING WILL SUPPORT AND HOW THIS PROJECT/PROGRAM BENEFITS THE TOWN OF MINTURN.
- 3) HOW WILL YOU MEASURE THE SUCCESS OF THIS PROGRAM?
- 4) IS ANY OTHER AGENCY PROVIDING A SIMILAR SERVICE IN THE AREA?
- 5) HAVE PREVIOUS FUNDS BEEN AWARDED BY THE TOWN TO SUPPORT THIS ACTIVITY?
- 6) WHAT FUNDRAISING PROGRAMS DO YOU HAVE PLANNED TO ELIMINATE THE NEED FOR FUTURE TOWN FUNDING REQUESTS?
- 7) WHAT IS YOUR PROJECTED NEED FOR FUNDING FROM THE TOWN OF MINTURN FOR THE NEXT 5 YEARS?

Please attach the following:  
 \*Financial Statements  
 \*Budget (Including Revenue Sources)  
 \*501(C)(3) Documentation  
 \*List of Officers and/or Directors

funds requestors.doc

# Town of Minturn Donation Request Form

Addendum

**Applicant name:** Walking Mountains Science Center

## **What is your organization's mission?**

Our mission is to awaken a sense of wonder and inspire environmental stewardship and sustainability through natural science education. Our programs reconnect students to the outdoors and awaken and build an interest in science.

## **Describe the project/program that the funding will support and how this project/program benefits the town of Minturn.**

Walking Mountains recently opened a multi-million dollar, state of the art science center for residents and visitors to our valley. Our programs directly benefit the Town of Minturn by providing your elementary, middle and high school students with hands on, curriculum aligned, natural science programs during the school year. We also offer highly subsidized cultural, educational and recreational offerings for Town of Minturn residents and visitors.

In addition to serving your local students and families, our center continues to attract attention, visitors and funding from around the United States. Our campus was recently awarded LEED Platinum certification, making it one of the "greenest" educational facilities in the nation.

Through our work with the Colorado Department of Tourism and Department of Transportation we are beginning to market our center to Colorado visitors from around the United States. Our center is aligned closely with state, local and Vail Resorts' efforts to appeal to the large segment of travelers interested in "green", "active" and "educational" tourism. Walking Mountains Science Center adds significant value for visitors to the Vail Valley and sets our mountain experience apart from others around the US. We believe that this will provide direct financial benefit to the town of Minturn.

In addition to our new center, Walking Mountains continues to provide field science programs, after school science programs and summer science camp experiences for hundreds of Town of Minturn students on an annual basis. These experiences improve students' educational outcomes in science and reconnect them to the outdoors, providing numerous physical, intellectual and emotional benefits.

The interpretive services available to locals and visitors on our campus, at the Forest Service office in Minturn, at campgrounds, trailheads and at the Discovery Center on Vail Mountain (over 30,000 visitors last year) are provided by Walking Mountains. These experiences significantly improve guest experiences and offer alternative sources of recreation for those interested in "green", "active" and "educational" offerings.

The majority of our programs, which benefit residents and visitors alike, are provided for no charge or are heavily subsidized by our development efforts. It is our target, based upon a review of national averages and the Denver Museum of Nature and Science's funding relationship with surrounding municipalities and counties, to raise 25% of our annual operating revenues from government sources including federal, state, county and local municipal.

We have worked with the CO Department of Tourism to market our facility throughout the state and the US. Visitors from all 50 states and internationally have already visited to take advantage of our services.

Walking Mountains Science Center offers the following specific programs that benefit people in your community:

#### Field Science Programs

3,000 Eagle County K-12 students receive hands-on, natural science classes in the outdoors (at our new campus and on public lands) on an annual basis. These curriculum aligned programs that utilize the scientific method, awaken an interest in science while forging a meaningful connection to the natural world

#### Summer Youth Science Camps

These camps engage over 500 youth ages 5-13, annually, in weeklong day and overnight camps that explore the natural world through exciting educational activities. These active programs not only teach students about the natural world and scientific concepts they're also a lot of fun.

#### After School Science Programs

These programs which blend hands on activities with curriculum aligned science instruction provide enriching and safe after school options for over 150 students in elementary schools throughout our valley on an annual basis.

#### In-School

This program, which has attracted attention from funders around the US, brings much needed weekly science enrichment classes to all of the 245 K-5 students enrolled at Avon Elementary School.

#### Adult and Family Educational Programs

These programs, presented in partnership with the Denver Museum of Nature and Science, take families and small groups into our mountains, or onto our campus, to explore natural science topics of interest from astronomy to wildlife surveys.

#### Graduate Fellowships and Seasonal Internships

Our graduate fellowship (6 per year) draws the best and brightest natural science educators from around the US. These competitive 15 month positions offer graduate students in Education and Environmental Science the opportunity to hone their field teaching skills while earning graduate credit through a partnership with Colorado State University. Our seasonal interns earn undergraduate credit while staffing our Discovery Center, the Vail Nature Center and Girls in Science Programs.

#### Explorations on Public Lands

Walking Mountains offers evening campground programs, guided hikes and snowshoe tours and more at Yeoman Park, Gore Creek Campground, Sylvan Lake State Park and US Forest Service lands. These high quality natural science programs are free to the public.

#### Nature Discovery Center

Last year nearly 23,000 people visited this science center located on top of Vail Mountain. The Nature Discovery Center is full of exciting hands on exhibits and features hikes, snowshoes, family evening programs and lessons for youth ski school classes.

#### Vail Nature Center

The Vail Nature Center has been managed by our school for over a decade and has hosted countless visitors from our community and around the United States. Filled with exhibits that highlight our local flora and fauna and offering youth, family and adult programs throughout the summer, this is a true resource for our community.

We also provide school field science programs to Minturn students at the Vail Ski and Snowboard Academy, Homestake Peak and Red Sandstone. We provide substantive after school science programs at Red Sandstone through our Girls in Science program and we have recently instituted a high school field science internship program for students at Battle Mountain High School. Many of our field science programs for youth also take place adjacent to Minturn at Maloit Park.

#### **How will you measure the success of the program?**

We developed rigorous metrics to gauge the efficacy of our programs in conjunction with Colorado State University. All students take part in a pre assessment, before our program, that gauges their scientific literacy on topics related to existing Eagle County School district and CO state science standards.

Following participation in our program, the students are assessed again to determine whether there were gains in their scientific literacy. We have found that our school field science programs increase understanding of scientific concepts by nearly 20%- a remarkable increase in a short period of time. More importantly, we have compiled data from our in school program that demonstrates significant increases on science CSAP scores. We are working to create longitudinal studies so that we may clearly demonstrate these increases over time.

#### **Is any other agency providing a similar service in the area?**

There are no other agencies in Eagle County that provide this type of educational experience for K-12 students- one that takes place out of doors, is hands on, teaches field research methodology, is conducted by graduate fellow educators and is aligned with district science standards.

#### **Have previous funds been awarded by the town to support this activity?**

Yes, the town of Minturn made a grant of \$1,000.00 last fiscal year.

#### **What fundraising programs do you have planned to eliminate the need for future town funding requests?**

We have an established, effective and professional development department. Over 65% of our operating budget comes in the form of philanthropic gifts from individuals, foundations, corporations

and government . The remaining revenue comes from user fees (government and private) and other earned income.

We have included government support as a balanced approach to funding our programs. Our eventual goal is to raise 25% of our revenue, from government fee for service and grant (federal, state, county and municipal). We are hopeful that the Town of Minturn will consider making and then maintaining their gift, when able, in the amount they feel is appropriate based upon the services we provide to their residents and visitors.

**What is your projected need for funding from the town of Minturn for the next 5 years?**

In order to build a sustainable funding model that will allow us to offer benefit to our community for years to come, we request philanthropic funding from individuals, government, foundations and corporations. It is our goal to eventually raise 25% of our operating revenue from government sources (federal, state, county and municipal support).

We would like the Town of Minturn to consider a grant of \$2,000 annually over the next five years, based upon the availability of funds for philanthropic uses. This amount would assist us with the subsidy we provide for Minturn students who participate in our Field Science Programs (\$85 per student). It would also assist us in covering operating costs for our new center and other community programs that directly benefit Town of Minturn residents.

**Walking Mountains Science Center**  
**Profit & Loss Budget vs. Actual Annual Operating**  
July 2013 through June 2014

	<u>Jul '13 - Jun 14</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
4030 · Corporate Contributions	108,418	82,300	26,118	132%
4050 · Foundation Contributions	174,461	160,000	14,461	109%
4090 · Government Contributions	100,300	104,300	-4,000	96%
4110 · Individual Contributions	730,760	815,700	-84,940	90%
4115 · EVAS Contribution Revenue	129,165	128,630	535	100%
4130 · In-Kind Donation	99,629	79,888	19,741	125%
4210 · Program Fees	520,381	455,442	64,939	114%
4270 · Other Income	10,068	7,400	2,668	136%
4500 · Store Sales Income	29,788	28,450	1,338	105%
<b>Total Income</b>	<u>1,902,970</u>	<u>1,862,110</u>	<u>40,860</u>	<u>102%</u>
<b>Gross Profit</b>	1,902,970	1,862,110	40,860	102%
<b>Expense</b>				
6000 · Accounting	15,600	15,950	-350	98%
6020 · Advertising & Marketing	39,390	46,415	-7,025	85%
6040 · Bank and Finance Charges	515	475	40	108%
6060 · Board & Committee Ops.	693	515	178	135%
6100 · Computer Support	67,015	59,550	7,465	113%
6140 · Contract Services	61,501	59,715	1,786	103%
6150 · Credit Card Fees	10,228	8,600	1,628	119%
6160 · Donor Cultivation/Stewardship	2,466	2,340	126	105%
6180 · Dues & Subscriptions	5,410	4,717	693	115%
<b>Total 6220 · Employees</b>	<b>1,063,571</b>	<b>1,030,744</b>	<b>32,827</b>	<b>103%</b>
6290 · Energy Rebate	55,932	61,815	-5,883	90%
6300 · FF&E	9,722	3,200	6,522	304%
6320 · Fees & Permits	12,899	11,200	1,699	115%
6340 · First Aid Supplies	5,776	4,079	1,697	142%
6360 · Food Supplies	9,603	10,850	-1,247	89%
6380 · In-Kind Expense	50,546	29,888	20,658	169%
6400 · Insurance	34,472	33,115	1,357	104%
6420 · Interest Expense	391	800	-409	49%
6440 · Legal	170	0	170	100%
6460 · Library Supplies	664	1,464	-800	45%
6480 · Meals & Entertainment	5,517	2,935	2,582	188%
6490 · Special Events Food & Entertain	48,887	49,500	-613	99%
6540 · Office Supplies	4,434	3,030	1,404	146%
6550 · Store Inventory Expense	12,184	9,000	3,184	135%
6560 · Postage	5,015	3,157	1,858	159%
6580 · Printing & Copying	24,109	32,140	-8,031	75%
6600 · Professional Development	8,049	11,510	-3,461	70%
6620 · Program Supplies	37,020	23,173	13,847	160%
6640 · Recognition & Awards	5,057	4,210	847	120%
6660 · Recruitment	2,399	1,775	624	135%
6680 · Rent	8,927	9,100	-173	98%
<b>Total 6700 · Repairs &amp; Maintenance</b>	<b>56,705</b>	<b>57,212</b>	<b>-507</b>	<b>99%</b>
6710 · Special Events Inkind Expense	49,083	50,000	-917	98%
6720 · Telephone	9,335	10,835	-1,500	86%
6740 · Travel & Lodging	6,007	9,050	-3,043	66%
6760 · Uniforms	1,907	2,374	-467	80%
6780 · Utilities	10,759	12,000	-1,241	90%
6800 · Vehicle Operations	13,660	13,250	410	103%
<b>Total Expense</b>	<u>1,755,618</u>	<u>1,689,683</u>	<u>65,935</u>	<u>104%</u>
<b>Net Ordinary Income</b>	<u>147,352</u>	<u>172,427</u>	<u>-25,075</u>	<u>85%</u>
<b>Other Income</b>				
4250 · Interest/Div Income	119	0	119	100%
<b>Net Other Income</b>	<u>119</u>	<u>0</u>	<u>119</u>	<u>100%</u>
<b>Net Income</b>	<u>147,471</u>	<u>172,427</u>	<u>-24,956</u>	<u>86%</u>

**Walking Mountains Science Center**  
**Balance Sheet Prev Month Comparison**  
As of June 30, 2014

	<u>Jun 30, 14</u>	<u>Jun 30, 13</u>	<u>\$ Change</u>	<u>% Change</u>
<b>ASSETS</b>				
<b>Current Assets</b>				
<b>Checking/Savings</b>				
1000 · First Bank Checking	10,000	1,000	9,000	900%
1001 · Alpine Bank Operating Checking	139,030	29,961	109,069	364%
10960 · Eagle Vail Comm Garden Acct	5,606	0	5,606	100%
10950 · Vail Comm Garden Acct	2,710	0	2,710	100%
1037 · Alpine Bank Reserve-8090	245,249	150,000	95,249	63%
1036 · Alpine Bank EcoBuild-8082	31,742	1,008	30,734	3,049%
1034 · Alpine Bank GIS - 8111	110,001	16,483	93,518	567%
Total 1095 · Vanguard - Reserve	56,814	55,441	1,373	2%
1002 · Alpine Bank Capital Checking	164,257	35,006	129,251	369%
1038 · Alpine Bank Escrow Acct	0	25,702	-25,702	-100%
1041 · FirstBank Capital - 5417	51,221	51,156	65	0%
1031 · Centennial Bank Capital MMkt	50,074	245,414	-195,340	-80%
<b>Total Checking/Savings</b>	<u>866,704</u>	<u>611,171</u>	<u>255,533</u>	<u>42%</u>
<b>Accounts Receivable</b>				
1100 · Accounts Receivable	25,256	6,136	19,120	312%
1110 · Promises to Give (Current)	238,417	371,892	-133,475	-36%
1120 · Promises to Give (Non Current)	274,991	325,492	-50,501	-16%
1122 · Allowance for Doubtful Accts	-42,811	-42,811	0	0%
1111 · Disc. on Noncurrent Pledge Rec.	-1,816	-1,816	0	0%
<b>Total Accounts Receivable</b>	<u>494,037</u>	<u>658,893</u>	<u>-164,856</u>	<u>-25%</u>
<b>Other Current Assets</b>				
1121 · Store Inventory Asset	24,593	20,770	3,823	18%
1140 · Prepaid Expenses	20,024	18,252	1,772	10%
1075 · Petty Cash	200	0	200	100%
1180 · Security Deposit	3,500	2,200	1,300	59%
1499 · Undeposited Funds	45	0	45	100%
<b>Total Other Current Assets</b>	<u>48,362</u>	<u>41,222</u>	<u>7,140</u>	<u>17%</u>
<b>Total Current Assets</b>	<u>1,409,103</u>	<u>1,311,286</u>	<u>97,817</u>	<u>7%</u>
<b>Fixed Assets</b>				
1610 · Building-Walking Mtn Campus	7,609,716	7,607,061	2,655	0%
1800 · Land	3,850,000	3,850,000	0	0%
1660 · Furnitures & Fixtures	724,074	711,172	12,902	2%
1670 · Software & Website Design	97,516	97,516	0	0%
1640 · Computer Equipment	75,871	75,871	0	0%
1700 · Vehicles	35,194	35,194	0	0%
1680 · Program Equipment	11,939	9,756	2,183	22%
1600 · Accumulated Depreciation	-585,607	-585,607	0	0%
<b>Total Fixed Assets</b>	<u>11,818,703</u>	<u>11,800,963</u>	<u>17,740</u>	<u>0%</u>
<b>TOTAL ASSETS</b>	<u><u>13,227,806</u></u>	<u><u>13,112,249</u></u>	<u><u>115,557</u></u>	<u><u>1%</u></u>

**Walking Mountains Science Center**  
**Balance Sheet Prev Month Comparison**  
As of June 30, 2014

	<u>Jun 30, 14</u>	<u>Jun 30, 13</u>	<u>\$ Change</u>	<u>% Change</u>
<b>LIABILITIES &amp; EQUITY</b>				
<b>Liabilities</b>				
<b>Current Liabilities</b>				
<b>Accounts Payable</b>				
2000 · Accounts Payable	11,099	74,476	-63,377	-85%
<b>Total Accounts Payable</b>	<u>11,099</u>	<u>74,476</u>	<u>-63,377</u>	<u>-85%</u>
<b>Credit Cards</b>				
2005 - Chase	14,065	8,152	5,913	73%
<b>Total Credit Cards</b>	<u>14,065</u>	<u>8,152</u>	<u>5,913</u>	<u>73%</u>
<b>Other Current Liabilities</b>				
2050 · Alpine Bank Construction Loan	610,000	759,036	-149,036	-20%
2055 · Escrow-Lot 2	0	25,702	-25,702	-100%
2060 · Deferred revenues	127,625	46,650	80,975	174%
2070 · Prepaid Program Fees	166,780	63,503	103,277	163%
<b>2100 · Payroll Liabilities</b>				
2110 · Federal Withholding	113	1,270	-1,157	-91%
2120 · FICA	62	1,275	-1,213	-95%
2130 · State Withholding	2,504	2,273	231	10%
<b>Total 2100 · Payroll Liabilities</b>	<u>2,679</u>	<u>4,818</u>	<u>-2,139</u>	<u>-44%</u>
2140 · Direct Deposit Liabilities	28,017	15,824	12,193	77%
2160 · Sales Tax Payable	972	375	597	159%
<b>Total Other Current Liabilities</b>	<u>936,073</u>	<u>915,908</u>	<u>20,165</u>	<u>2%</u>
<b>Total Current Liabilities</b>	<u>961,237</u>	<u>998,536</u>	<u>-37,299</u>	<u>-4%</u>
<b>Total Liabilities</b>	<u>961,237</u>	<u>998,536</u>	<u>-37,299</u>	<u>-4%</u>
<b>Equity</b>				
Opening Bal Equity	10,079	0	10,079	100%
3900 · Retained Earnings	12,113,712	12,361,821	-248,109	-2%
Net Income	142,780	-248,110	390,890	158%
<b>Total Equity</b>	<u>12,266,571</u>	<u>12,113,711</u>	<u>152,860</u>	<u>1%</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><u>13,227,808</u></u>	<u><u>13,112,247</u></u>	<u><u>115,561</u></u>	<u><u>1%</u></u>



TOWN OF MINTURN  
REQUEST FOR FUNDING 2014  
MINTURN COMMUNITY FUND

***1) What is your organization's mission?***

The Minturn Community Fund exists to connect people, enhance lives, and to enrich and preserve Minturn's community, ensuring that Minturn Matters.

***2) Specifically describe the project/program that the funding will support and how this project/program benefits the Town of Minturn.***

For decades, Minturn residents and businesses instinctively came together whenever help was needed most. In 2002, these grass-roots efforts became officially organized into the Minturn Community Fund (MCF), a non-profit 501c3 created specifically for the Minturn community. For the past twelve years, the MCF has actively supported cultural, educational, and community-building events and programming, while also providing assistance to capital improvement projects that enhance the unique character of our town. The MCF strives to provide, participate in, and partner with other organizations to develop a diverse range of projects that improve life in Minturn.

MCF's signature events all began as mere ideas from Minturnites, and the organization continues to seek and encourage residents to share their visions for our community. Because your neighbors dared to dream big, we now have the wildly successful summer concert series at Lil' Beach Park, the ever-growing Minturn Community Gardens, weekly summer sessions of Yoga in the Park, the Valley's original Halloween party, the new Minturn Holiday Gala, and the much-appreciated Neighbors in Need program, but to name a few.

Funding from the Town of Minturn allows these initiatives to succeed and to bring new projects and activities to life, directly effecting our resident population and creating new economic opportunities for local businesses. Support from the Town of Minturn is vital, insuring that the Minturn Community Fund can expand the programs and events that enrich the quality of life here in Minturn. The MCF is grateful for the support and looks forward to continuing our very successful partnership with the Town of Minturn.

***3) How will you measure the success of this program?***

The Minturn Community Fund measures success by public participation in events, a positive economic and cultural effect on the town, and monies raised for programs and projects.

Although we do not have a formal process for capturing numbers:

- Nearly 2,000 people attended the 2014 summer concert series
- 10 "After the Beach" parties were consistently attended and enjoyed
- 33 residents and additional volunteers participated in the Community Garden
- The annual Halloween Bash at The Saloon was extremely well attended yet again and raised over \$3,500 for the MCF
- The inaugural Holiday Gala was attended by over 70 guests & raised over \$10,000 for local children and families during the holiday season
- We currently have over 125 individual and corporate donors

TOWN OF MINTURN  
REQUEST FOR FUNDING 2014  
MINTURN COMMUNITY FUND

***4) Is any other agency providing a similar service in the area?***

The Minturn Community Fund is the only 501c3 exclusively dedicated to enhancing and enriching the Minturn community. That said we work diligently to partner with many local organizations in order to reach mutual goals, including the Salvation Army (Neighbors In Need, Holiday Gala); Assembly of God Church (Copper Triangle Bike Race); and the Town of Minturn (Independence Day Celebration, Community Garden, & more).

***5) Have previous funds been awarded by the Town to support this activity?***

The Town of Minturn is the MCF's largest individual supporter, and through this support, the town joins a diverse, collaborative network of MCF partners. Town support encourages broad public recognition that community development is critical to the long-term health and success of our children, our residents and the vitality of our community. We believe it was also influential in the support we receive from major funding sources including Alpine Bank, 1<sup>st</sup> Bank, the Eagle Valley Community Fund, Weston Snowboards, and many new individual donors.

***6) What fundraising programs do you have planned to eliminate the need for future town funding requests?***

The MCF continues to fundraise both corporately and through individual donations, with an annual direct mail campaign, multiple fundraising events (The Saloon's Halloween Bash, the Minturn Holiday Gala, weekly booth at the Minturn Market), and active invitation to participate in the MCF's success. There are also multiple businesses in town who provide sponsorships, gifts in kind, and product at cost in order to provide on-going funding for the MCF, including: Weston Snowboards, The Saloon, Magustos, Vail Mountain Roasters, Kirby Cosmos, & more.

Although it is always the hope and aspiration of the MCF to be financially independent, we anticipate continuing to operate in partnership with the Town of Minturn to leverage their funds in a way so as to provide community development services to the residents as an economical and cost-efficient service to the town.

***7) What is your projected need for funding from the Town of Minturn for the next five years?***

Always mindful of the increasing demands on the budget of the Town, the MCF continues to anticipate funding in the \$10,000 level for the next five years.

TOWN OF MINTURN  
REQUEST FOR FUNDING 2014  
MINTURN COMMUNITY FUND

**2014 MINTURN COMMUNITY FUND EVENTS**

**Minturn Community Garden** - The Minturn Community Gardens continue to grow and flourish after only three years in the community. All 33 plots were tended to again this year, with many unique and neighborhood-focused activities in the garden. There was a building day, a ladybug release & ice cream social (featuring a special release ice cream flavor from Zibby's!); a teacup garden making day; games in the gardens, a winner dinner; a number of "Ask a Gardener" Q&A sessions, and a children's Harvest event, plus the annual Harvest Party will take place in September. MCF funds are used to maintain the public space, provide materials for gardeners, and raise awareness of this community gem. The Gardens are made possible by a dedicated team of volunteers, including Julie Dutcher, Jill Kanakis, Rose Delles, AnneMarie Malone, Patty Bidez & more.

**Summer Concert Series at Lil' Beach Park** - This year's Concert in the Park Series kicked off right after the 4<sup>th</sup> of July weekend and continued every Thursday night until August 28<sup>th</sup>. Despite a couple rain threats, the concerts were attended by nearly 200 music lovers each week, including valley residents, visitors and friends. After the Beach parties were hosted again this year at Kirby Cosmo's, Magusto's and The Saloon. (This is a sponsored event which MCF coordinates as an effort to get visitors and guests to stay in Minturn and spend a little bit extra on Thursday nights.)

**Yoga in the Park** - MCF volunteer newcomer Elise Reynolds hosted Yoga in Little Beach Park this summer every Saturday morning from June 28<sup>th</sup> until September 6<sup>th</sup>. The stage was full every session and the event generated a lot of positive feedback.

**Minturn Independence Day Celebration** - At this year's event, the MCF again provided the services of Slippery Slope Productions who entertained the children with free balloon animals and cowboy charm.

**Copper Triangle Race Aid Station** - The Assembly of God youth group volunteered at the Copper Triangle Race aid station again this year and the aid station went off without a hitch. MCF worked directly with the race organizers and partnered with the Town of Minturn and the exceptional staff of the Public Works Department in order to provide set up and break down of the station & refreshments.

**Minturn Market** - The MCF manned a weekly booth at the Market this year, promoting the summer concert series and After the Beach parties, Yoga in the Park, the Independence Day Parade and Celebration, and the new Minturn Fitness Center. In addition, we sold Minturn Saloon Jellies and Vail Mountain Roasters Coffee as part of our ongoing fundraising efforts.

**Summer Postcard** - The monthly postcard program shifted gears this year to reach more of the surrounding communities. In addition to mailing out 700 postcards to all Minturn box holders, the MCF sent a magnetized postcard to all post office boxes from East Vail to Edwards, increasing the visibility of Minturn's summer activities to an audience of 2,500.

**Neighbors in Need** - The Neighbors in Need program remains in place for any resident of Minturn in need of one-time financial aid. The "hand-up" not "hand-out" policy requires that applicants agree to community service or volunteer hours as a part of their way of giving back.

**Halloween Party** - This annual event will be held this year on Saturday, October 31<sup>st</sup> at the Minturn Saloon. While fun for the whole community, this is also one of the Minturn Community Fund's yearly fundraisers. For a \$10 donation at the door guests receive 2 drink tickets, live entertainment and a chance at the best costume prize.

**Christmas on Main Street** - The Minturn Community Fund is looking forward to working with the Town of Minturn to host a children's event that includes a visit from Santa and kid's activities, paired with a tree lighting ceremony and town decorating contest.

**Holiday Gala** - In 2013, Minturn resident Nancy Hassett dedicated herself to providing a "real Christmas" for Minturn & Red Cliff families in need. The success of the inaugural event was unprecedented, and raised over \$10K to give back to the community. This year's event will again take place the first weekend in December and will call upon the volunteer efforts of many.

Minturn Community Fund Inc  
Statement of Financial Income and Expense

		2011 Actual	2012 Budget	2012 Actual	2013 Budget	2013 Actual	2014 Budget
<b>Income</b>							
<b>43-40 • Direct Public Support</b>							
	43-41 • Corporate Contributions-Major	8477	23400	13500	26000	10084	10750
	43-42 • Grants	16500	20000	14393	15000	17871	14000
	43-43 • Direct Mail Campaign	4440	5000	5576	5000	4530	5000
	43-45 • Annual Contributions	7304	10000	12962	12000	4520	6000
	43-40 • Direct Public Support - Other	2170	3000	1663	2000	20	2000
	<b>Total 43-40 • Direct Public Support</b>	<b>38891</b>	<b>61400</b>	<b>48094</b>	<b>60000</b>	<b>37025</b>	<b>37750</b>
	44-00 • Retail	0	0	678	1000	135	4000
<b>45-00 • Events Income</b>							
	45-01 • Independence Day Celebration	0	0	0	0	0	
	45-02 • BRAVO Concert	0	0	0	0	0	
	45-03 • Movies in the Park	400	1500	575	0	0	
	45-04 • Concert Series	12439	20000	13954	13000	13751	12000
	45-05 • Missoula Children's Theatre	2813	n/a	0	0	0	
	45-06 • Halloween	2252	2500	3510	3000	3520	3500
	45-08 • Christmas on Main Street	0	1000	121	0	7	
	45-09 • Minturn Mutts Calendar	1222	2500	3943	0	754	
	45-10 • Volunteer Appreciation Event	445	1000	0	0	0	
	45-11 • Fall Festival	0	5000	0	0	0	
	45-12 • Kayak Rafting Series	0	7500	0	0	0	
	45-13 • Holiday Gala					10058	12000
	45-14 • Garden Clubs	0	0	2825	3000	4212	
	45-00 • Events Income - Other	0		2373	1500	1755	
	<b>Total 45-00 • Events Income</b>	<b>24146</b>	<b>41000</b>	<b>27979</b>	<b>21500</b>	<b>34057</b>	<b>27500</b>
<b>Total Income</b>		<b>63036</b>	<b>102400</b>	<b>76073</b>	<b>81500</b>	<b>71217</b>	<b>69250</b>
<b>Expense</b>							
<b>60-30 • Awards and Grants</b>							
	60-31 • Family Emergency Fund	189	0	3070	2000	1600	2000
	60-32 • Cash Awards- Grant Awards	0	0	1638	0	0	
	60-33 • Family Gifts (Birth, Marriage)	140	0	199	0	0	
	60-35 • Minturn Monday	0	0	902	0	250	
	60-30 • Awards and Grants - Other	5000	11000	425	0	0	
	60-37 • Neighbors in Need (Gala Funds)	5000	11000	425	0	0	6500
	<b>Total 60-30 • Awards and Grants</b>	<b>10329</b>	<b>22000</b>	<b>6659</b>	<b>2000</b>	<b>1850</b>	<b>8500</b>
<b>60-90 • Business Expenses</b>							
	60-91 • Thank You Gifts	393	0	1085	500	26	100
	60-92 • Business Registration Fees	0	0	20	0	110	100
	60-93 • Business Entertainment	0	0	1118	0	50	200
	60-90 • Business Expenses - Other	0	500	0	0	0	

## Minturn Community Fund Inc Statement of Financial Income and Expense

		2011 Actual	2012 Budget	2012 Actual	2013 Budget	2013 Actual	2014 Budget
<b>Total 60-90 • Business Expenses</b>		393	500	2223	500	186	400
<b>61-00 • Events</b>							
61-01 • Missoula Children's Theatre		4200	0	0	0	0	
61-02 • Concert Series		10753	15000	12279	12000	11810	11810
61-03 • Independence Celebration		219	500	917	0	300	
61-04 • Movies in the Park		2078	3000	3191	0	0	
61-05 • BRAVO Concert		269	300	0	0	0	
61-06 • Halloween		640	1000	592	500	221	1000
61-07 • Christmas on Main Street		2287	1000	603	0	35	
61-09 • Minturn Market		68	200	162	0	0	
61-10 • Kayak Rafting Series		263	7500	225	0	0	
61-11 • Direct Mail Campaign		2301	1500	1572	1500	1058	1000
61-13 • Volunteer Appreciation		1679	2000	0	0	0	
61-14 • Minturn Mutts Calendar		774	1000	4384	0	15	
61-15 • Community Garden Clubs		23	5000	5182	2000	795	500
61-16 • Block Party		850	1000	0	0	0	
61-17 • Fall Festival		0	1000	0	0	0	
61-00 • Events - Other		0	0	1788	500	652	
<b>Total 61-00 • Events</b>		30978	40000	30895	16500	14885	14310
<b>62-10 • Contract Services</b>							
62-11 • Accounting Fees		806	900	1150	1200	745	555
62-15 • Outside Contract Services		866	4500	12614	5000	24382	22872
62-10 • Contract Services - Other		17429	25000	25737	15000	0	
<b>Total 62-10 • Contract Services</b>		19102	30400	39500	21200	25127	23427
<b>62-80 • Facilities and Equipment</b>							
62-84 • Equip Rental and Maintenance		0	0	1300	0	0	
62-85 • Computer & Office Equipment						915	250
62-88 • Officers-Property Insurance		1494	1500	1494	1500	1648	1650
62-89 • Rent, Parking, Utilities		3000	4800	3500	4800	3750	3600
62-80 • Facilities and Equipment - Other		1750	0	384	200	50	
<b>Total 62-80 • Facilities and Equipment</b>		6244	6300	6677	6500	6363	5500
<b>65-00 • Operations</b>							
65-01 • Internet		160	0	90	0	80	80
65-02 • Postage, Mailing Service		1234	2500	2545	2100	2541	2500
65-03 • Printing and Copying		1019	3600	2205	2000	1189	1200
65-04 • Supplies		365	500	2359	400	711	840
65-05 • Telephone, Telecommunications		537	0	52	0	0	0
65-06 • Website		136	0	98	80	169	200
65-08 • Banking Fees		11	25	-41	0	90	408
65-09 • Computer BackUp		55	75	59	60	59	

Minturn Community Fund Inc  
Statement of Financial Income and Expense

		2011 Actual	2012 Budget	2012 Actual	2013 Budget	2013 Actual	2014 Budget
	65-00 · Operations - Other	0	0	100	0		
	<b>Total 65-00 · Operations</b>	<b>3517</b>	<b>6700</b>	<b>7468</b>	<b>4640</b>	<b>4839</b>	<b>5228</b>
	65-10 · Other Types of Expenses						
	65-11 · Advertising Expenses						
	65-111 · Constant Contact	195	180	167	198	188	200
	65-112 · Business Membership Fees	440	520	691	500	10	10
	65-11 · Advertising Expenses - Other	3328	5300	3364	1500	2916	2000
	<b>Total 65-11 · Advertising Expenses</b>	<b>3963</b>	<b>6000</b>	<b>4222</b>	<b>2198</b>	<b>3114</b>	<b>2210</b>
	65-12 · Insurance - Liability, D and O	894	900	894	900	894	894
	65-13 · Board Meeting	20	100	62	100	77	100
	65-14 · Continuing Education	125	500	0	0	150	150
	65-16 · Other Costs					73	0
	<b>Total 65-10 · Other Types of Expenses</b>	<b>5002</b>	<b>7500</b>	<b>5178</b>	<b>3198</b>	<b>4307</b>	<b>3354</b>
	68-30 · Travel and Meetings - Other	0	0	130	0	0	0
	<b>Total 68-30 · Travel and Meetings</b>	<b>0</b>	<b>0</b>	<b>130</b>	<b>0</b>	<b>0</b>	<b>0</b>
	66900 Reconciliation Discrepancies					0	0
	<b>Total Expense</b>	<b>75564</b>	<b>113400</b>	<b>98731</b>	<b>56736</b>	<b>57556</b>	<b>60719</b>
	<b>Net Ordinary Income</b>	<b>-12528</b>	<b>-11000</b>	<b>-22657</b>	<b>24764</b>	<b>13661</b>	<b>8531</b>
	<b>Net /Income</b>	<b>-12528</b>	<b>-11000</b>	<b>-22657</b>	<b>24764</b>	<b>13661</b>	<b>8531</b>

**Minturn Community Fund Inc**  
**Statement of Financial Income and Expense**  
**January 1 through September 9, 2014**

	<b>TOTAL</b>
<b>Ordinary Income/Expense</b>	
<b>Income</b>	
<b>Fundraising</b>	
<b>Donations</b>	
Individual	300.00
Corporate	11,279.99
Direct Mail Campaign	2,242.50
<b>Total Donations</b>	13,822.49
<b>Grants</b>	10,000.00
<b>Total Fundraising</b>	23,822.49
<b>Program Services Income</b>	
Community Gardens	1,030.00
Concert Series	5,750.00
Holiday Gala-Neighbors in Need	1,140.00
Retail	261.00
Program Services Income - Other	1,305.00
<b>Total Program Services Income</b>	9,486.00
<b>Total Income</b>	33,308.49
<b>Expense</b>	
<b>Program Services Expense</b>	
Community Gardens	145.10
<b>Events</b>	
Concert Series	12,487.18
Minturn Market	-706.00
<b>Total Events</b>	11,781.18
Neighbors in Need	6,483.36
Program Services Expense - Other	1,221.13
<b>Total Program Services Expense</b>	19,630.77
<b>General &amp; Administrative</b>	
Accounting Fees	697.43
Advertising Expenses	397.50
Banking Fees	232.89
Board Meeting	63.67
Computer & Internet Expenses	743.18
Contracted Services	13,393.76
Dues & Memberships	375.00
Insurance	2,542.00
Meals & Entertainment	38.32
Postage & Shipping	2,546.50
Rent	2,700.00
Supplies	307.81
Thank You Gifts	100.00
Website	32.49
General & Administrative - Other	523.23
<b>Total General &amp; Administrative</b>	24,693.78
<b>Total Expense</b>	44,324.55
<b>Net Ordinary Income</b>	-11,016.06
<b>Net Income</b>	-11,016.06

Minturn Community Fund Inc  
**Balance Sheet**  
As of September 9, 2014

	<u>Sep 9, 14</u>
<b>ASSETS</b>	
<b>Current Assets</b>	
Checking/Savings	
FirstBank Checking	10,829.98
Raffle	190.00
<b>Total Checking/Savings</b>	<u>11,019.98</u>
Accounts Receivable	
Accounts Receivable	5,000.00
<b>Total Accounts Receivable</b>	<u>5,000.00</u>
<b>Total Current Assets</b>	16,019.98
<b>Fixed Assets</b>	
Furniture & Equipment	693.75
Accumulated Depreciation	-17.00
<b>Total Fixed Assets</b>	<u>676.75</u>
<b>TOTAL ASSETS</b>	<u><u>16,696.73</u></u>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Equity</b>	
Unrestricted Net Assets	27,712.79
Net Income	-11,016.06
<b>Total Equity</b>	<u>16,696.73</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><u>16,696.73</u></u>





\$1000 -

**INTRODUCTION**

Momentum Trail Concepts is honored to submit this letter of interest to the Eagle County Trails Group that has organized with the goal to improve trail conditions throughout Eagle County. Momentum Trail Concepts ("MTC") has over 30 years of combined experience in professional trail construction, maintenance, and consultation. We have worked on projects across the country and internationally.

Momentum Trail Concepts was created to help others experience the joy we get from riding our bikes. Simple, right?

Our shovels, bikes, and machines have accompanied us on adventures across the globe. MTC exists to ensure that great trails continue to proliferate and act as a catalyst. The best trails are only revealed in the smiles on the way down, the stories at the end of the ride, the memories. Those experiences are what the best trails provide, and what we are constantly pursuing in our craftsmanship. We are our own harshest critics, constantly chasing perfection. We bring that maniacal dedication to every project, every trail, every corner. We wouldn't have it any other way.

The trail experience does not have to be a selfish pursuit. We pride ourselves on our ability to work with the land through the toughest environments to create sustainable trails that last for years. Properly built trails can allow forests to flourish, water to be managed, and erosion to be mitigated.

We are pleased to announce the recent addition of Yuri Kostick, landscape architect and planner, to our team. With Yuri's skill set and experience, MTC is now able to offer full-service assistance to the Eagle County Trails Group and will help achieve your goals of becoming an IMBA gold-certified ride center by the Fall of 2015. Yuri has public sector master-planning experience and facilitated similar projects to what is envisioned by the Group. In addition, Yuri has had extensive grant-writing experience that has successfully provided over \$7 million to the organizations that he has worked for since 2008. His successful grant writing experience brings a valuable asset to the team that matches the goals of the Eagle County Trails Group and gives the team a very good chance of success to get significant grant money to fund trail projects in Eagle County.

We are also excited to partner with Amy Cassidy, owner and operator of Take Aim Marketing. Amy brings extensive experience as a local marketing expert who understands the valley and what makes this a special place. She has been very successful recently serving as the Town of Eagle's marketing and event coordinator and that experience will relate directly and efficiently towards the goals of the Eagle County Trails Group. Amy's additional skill set includes marketing, public relations, consensus building and project management to include budget and deadline adherence.

Our bottom line is that MTC has a track record of building some of the finest single-track and multi-use trails in the world including Eagle County, we have professional design and planning capabilities, and are focused on and aware of grant opportunities sought for the Eagle County Trails Group ("the Group"). Our team is uniquely assembled with the specific experience needed to fulfill the goals of the Group. We have the local knowledge and contacts, professional experience, and passion and reliability to get the job done.

### **IDENTIFICATION OF THE ISSUE**

While there has been a long history of stewardship, interest, and use of the soft path trails network in Eagle County, there has never been a unifying effort to collectively quantify, manage, develop, and promote the overall network throughout Eagle County and across all jurisdictions.

Momentum Trail Concepts proposes to complete three related tasks for the Group:

#### **1. TRAILS PLAN:**

A comprehensive trails plan will be completed for Eagle County. The trails plan is a necessary first step to completing a comprehensive and connected trail system within Eagle County. It will lend credibility to the budgetary and capital improvement decisions made by the elected and appointed leaders in our community. The plan will also provide a basis by which the community can leverage its funds from granting agencies for the construction and acquisition of trails. Finally, the plan will serve as the background information needed for the IMBA ride center designation.

The scope of the plan includes soft-path trails from Vail Pass to Gypsum. This proposal includes soft-trail path planning for non-motorized users including hiking, equestrian, and bike users but could be expanded to include motorized users if desired by the Group. The focus of this plan will be prioritized to mountain biking as per IMBA's requirements but will include multiple stakeholder groups and advocates for trail use. The steering committee for the trails planning effort will consist of the Eagle County Trails

Group and additional interested stakeholders.

It is additionally important to note that while this plan is geared towards the IMBA ride center application, it will not be exclusive of trails users and stakeholder groups, such as hikers, equestrian users, and motorized groups.

This plan will incorporate soft-trail system trails on USFS (including areas on Vail Mountain managed by Vail Resorts with their permission), BLM, Eagle County open space, municipally owned open space, and privately owned lands. This comprehensive plan will incorporate existing area trail plans and evaluate and incorporate all area trail agencies' future trails plans and priorities. The plan will include a written portion detailing existing conditions, goals and objectives, trail design standards, opportunities and constraints, acknowledgement and identification of wildlife areas and mitigation strategies, soils conditions, and outline a vision for establishment of new trails and maintenance and enhancement of existing trails. The plan will provide guidance on and address the following issues:

- a. Trail locations, connections, usage, and access;
- b. Inventory of existing conditions, description, and length of existing network trails;
- c. Trail surfaces, soil conditions, and drainage (sustainability);
- d. Trail stewardship and management objectives for establishment of resilient trail conditions;
- e. Agency responsibilities, coordination, and communications with local governments, federal jurisdictions, non-profit partners, and stakeholders;
- f. Environmental and wildlife impacts;
- g. Future and proposed trail additions, connections, usage, and facilities;
- h. Signage and way-finding strategies;
- i. Trail project resource requirements and mobilization strategies (including coordination of volunteers and other agency participation such as the Colorado Youth Conservation Corps).

The plan will also incorporate a mapping exercise to identify and inventory all current and proposed trail networks. As discussed by the Group, this may be accomplished through an agreement with Latitude 40. For now, the mapping scope has NOT been accounted for in this proposal until a resolution has been decided on by the Group.

As part of the development of the comprehensive plan, MTC proposes to host three open house meetings between the Fall of 2014 and the Spring of 2015. The goal of the open houses will be to receive stakeholder input, to get new information and input from users, to raise awareness in the community for the effort of the Group, and to lay the groundwork for active participation by the public at large for soft surface paths in Eagle County. MTC will host, coordinate, advertise, and record and document the results of the open houses and incorporate the results into the plan.

An additional deliverable of the plan will be a two to three minute long promotional video piece that will accompany the maps and written narrative. The video will highlight the trail network, riding conditions, local flavor of the biking culture, and will showcase the community as a destination for mountain biking. This video will be produced to be used as needed by all stakeholders for advertising, promotion, and general awareness for the area. It will be optimized for social media and web distribution.

## **2. IMBA RIDE CENTER APPLICATION**

MTC will lead the effort to obtain IMBA ride center status in the fall of 2015 and complete the application. There are four steps required to apply for ride center designation; an invitation to apply from IMBA is required, a detailed application submittal must be completed, IMBA performs a detailed application review process, and ongoing evaluation is additionally required. The critical task that MTC will perform is to complete the detailed application submittal. The format of this submittal is purposefully undefined by IMBA to encourage a creative and unique application. MTC has already met and consulted with the Regional Colorado and Wyoming Director and have previously been invited to apply for ride center status. MTC will develop a multi-media application that will primarily be based on the work developed for the comprehensive trails plan, will include the narrative and maps, and showcase the proposed video as described above. Additional components of the ride center application may be required and will be completed as needed by MTC.

The IMBA ride center application is a points based evaluation tool developed by IMBA that takes multiple factors into consideration to judge a community's overall access to mountain biking. The tool employs a multi-faceted, holistic approach and evaluates multiple factors. The categories are: trail experience, services, community involvement, tourism and marketing, and "above and beyond." The judging criteria scores a diversity of items such as total number of miles of beginner, intermediate, and advanced trails; way-finding and signage for the trail network; airport access within an hour of the location; availability of camping, lodging, and restaurants; evaluates whether or not there are marketing efforts; and our personal favorite - the

area actually can score one point out of a total of one-hundred possible points if there is a "Brew Pub" located in the community (we currently have four!).

MTC will coordinate work with Vail Valley Mountain Bike Association, Hardscrabble Trails Coalition, local municipalities, federal agency partners and the County government, and with local businesses interested in participating including but not limited to bike shops, lodging operations, guiding services, restaurants, and specialty service providers in the recreations tourism industry. The goal of the IMBA ride center designation is Gold status equaling Park City, UT, the only other currently designated Gold ride center. As part of the scope of services offered by MTC, we will spearhead, coordinate, and submit the actual application to IMBA.

In addition to the application there is a significant amount of infrastructure needed to achieve this designation from IMBA. It is important to understand that a majority of the work required to earn the designation will be mostly out of the hands of MTC – there will be a high level of commitment required from multiple parties involved from Vail to Gypsum in order to achieve this prestigious level of recognition from IMBA. The benefit is that if it can be achieved, the Gold status points to the fact that the trail network in Eagle County will truly be world-class and the results in the valley will meet the established goals of the Group. MTC has already consulted directly with representatives from IMBA to understand and prepare for the ride center application process.

### **3. GRANT FUNDING**

In conjunction with the planning and IMBA application, MTC will seek appropriate grant funding to offset the investments made by the public and private sector into this effort. While grant funding is reliant on many uncontrollable factors, MTC has a reasonable expectation based on available grants that are applicable to trail planning funding and trail construction funding that we can bring \$25,000-\$100,000+ in 2015. If this proposal is accepted, MTC and the Group will work to establish a reasonable fundraising goal through writing successful grants. Grant funds will either be used for additional planning work, construction of trails, maintenance of trails, or for acquisition of land or easements for future trails or amenities such as bike parks, skills courses, and pump tracks.

**TIMELINE**

In order to complete the goal of an IMBA ride center application by the fall of 2015, MTC requests that a decision is made by the Group for funding by September 30<sup>th</sup> in order to begin the planning efforts in October.

Proposed Timeline with Associated Tasks:

TASK	Oct-14	Dec-14	Jan-15	Feb-15	Mar-15	Apr-15	May-15	Jun-15	Jul-15	Aug-15	Sep-15	Oct-15
Project Start-up Meetings												
Grant Writing												
Data Collection												
Trail Standards												
Public and Stakeholder Meetings												
Existing Conditions and Field Evaluation												
Proposed Trail Additions and Connections												
Video Production												
Draft Trails Plan												
Draft Trails Plan Public Open House												
Final Trails Plan												
Final Trails Plan Public Presentation to Elected Officials and Stakeholders												
IMBA Ride Center Application												

**PROJECT MANAGEMENT**

As managers of the Group, MTC will be responsible for scheduling and administering meetings, status updates, coordination with Eagle County volunteer groups (Hardscrabble Trails Coalition, Vail Valley Mountain Bike Association, and others), and adhering to established deadlines and

budgets. In addition, MTC will evaluate and attend industry related trade shows and events as deemed appropriate and beneficial to the Group.

Communication, relationships and accountability are vital to the success of this project. MTC will assist with presentations to stakeholders for initial funding and provide regular status updates. MTC will also write and distribute locally, regionally and nationally, press releases for key milestones reached, such as trail / project ground breakings, project completion and grants awarded. A hallmark of MTC's team is our ability to build and maintain relationships with partners, other communities and key industry professionals.

In addition, MTC will promote the project through social and digital media, and recommending print media if warranted, to maintain and build upon the momentum surrounding the effort. We will compile and maintain an asset library to include photos, video, logos, etc. and produce information and promotional materials as needed, including a 2-3 minute marketing video optimized for social media channels to promote Eagle County trails. MTC will also work with each community to develop a unifying county-wide signage plan. Once the application has been submitted to IMBA, MTC will develop a marketing plan and budget for promoting Eagle County as an IMBA Gold Ride Center.

Each stakeholder group that contributes financially to the proposal will offered the opportunity to appoint a representative to the steering committee. There will be approximately 5-6 steering committee meetings during the scope of the project. Steering committee members will monitor progress, assist with development of the vision and comprehensive trails plan, and represent their constituency as needed.

### **PROPOSED FUNDING REQUEST**

Below is the funding request generated by the Group. MTC believes that the Group has come up with a smart and innovative way to begin investment into the trail infrastructure in Eagle County. In recognition that this effort is a win-win for multiple stakeholders and the idea that a modest investment borne across multiple entities helps all involved parties, the Group has discussed the following funding proposal:

Town of Vail	\$15,000.00
Town of Avon	\$15,000.00
Town of Minturn	\$ 1,000.00
Town of Eagle	\$10,000.00
Town of Gypsum	\$ 2,500.00
Eagle County	\$25,000.00
Eagle-Vail	\$ 1,000.00
Singletree	\$ 1,000.00
Beaver Creek Resort Company	\$ 7,500.00
Vail Valley Mountain Bike Associa	\$ 500.00
Hardscrabble Trails Coalition	\$ 500.00
Private Businesses	\$15,000.00
Total:	\$94,000.00

Our proposed scope of work and tasks can be completed for proposed amount of funding. As described above, MTC is confident that we can access grants worth \$25,000-\$100,000 bringing the total investments in trails to Eagle County to over \$150,000.

**PROPOSED BUDGET**

TASK	COST	TASK	COST	TASK	COST
Project Start-up Meetings	\$ 6,000.00	Public and Stakeholder Meetings	\$ 6,000.00	Draft Trails Plan	\$ 10,000.00
Grant Writing	\$ 5,000.00	Existing Conditions and Field Evaluation	\$ 10,000.00	Draft Trails Plan Public Open House	\$ 5,000.00
Data Collection	\$ 10,000.00	Proposed Trail Additions and Connections	\$ 10,000.00	Final Trails Plan	\$ 5,000.00
Trail Standards	\$ 6,000.00	Video Production	\$ 6,000.00	Final Trails Plan Public Presentation to	\$ 5,000.00
				IMBA Ride Center Application	\$ 10,000.00
				Grand Total:	\$94,000.00

**FUTURE STEPS AND ADDITIONAL CONSIDERATIONS**

Although not included as deliverables for this proposal, MTC will to continue the vision of the Group to facilitate additional goals. The Group has discussed some of the following thoughts and ideas as part of their

aspirations for trails in Eagle County. A partial list is as follows:

- Form 501(c)3 or 501(c)7 - There have been discussions about forming a non-profit for the promotion, maintenance, and construction of trails in Eagle County. MTC will coordinate the effort to explore the feasibility and need of a new non-profit organization for these purposes.
- Sustainable Funding Source - The Group and the broader community at-large has recognized the need for more reliable funding sources for efforts such as the Eagle County trails initiative. It is clear that annual appropriations from municipal partners, private organizations, and grant-funding are not reliable strategies for long-term success. In recognition of this fact, MTC will research and coordinate a multitude of different options for reliable funding sources including but not limited to; Eagle County Open Space tax-based funding revisions to the ballot measure, a new additional tax either permanent or temporary, additional coordination of existing resources such as coordination with the Recreation Districts, municipalities, and private entities.
- Valley-Wide Effort - The Group and MTC realize that collaboration between all Eagle County communities will benefit each individual community and will work to foster a united effort that brings benefits to all parties involved to ensure that each community is recognized for its efforts and partnership within the Group.

## **CONCLUSION**

MTC does not believe in planning for planning's sake. The goal of this exercise will be judged by its success on the ground through establishment of more and better trails for mountain bikers, by an accepted IMBA application for gold ride center designation, and by increased awareness of our community for its outstanding trail network and the accompanying economic impact that this recognition brings to our local businesses. This plan will also address the daily use for local riders to enhance quality of life in the community, the regional network of users that are attracted to use our system, and to entice additional out-of-town guests to recreate here and grow our recreation-based tourist economy.

It is important to note that these efforts bring increased economic activity during times of the year that haven't been focused on by the economic activity that the ski areas traditionally bring to the local economy. There is an increased awareness that filling our vacancies and increasing tourism impacts to our economy in our slow-times is a reality of our new economic conditions.

MTC believes in the work that the Group has begun and is philosophically aligned with the mission. An additional point that we would like to make is

that we believe that if the Group can continue the work that it has started with a more organized and focused effort, the summer economic activity can begin to equal the winter economy in the valley. It is an ambitious goal but one that will benefit all who choose to live, recreate, and do business in our community. MTC has fully bought into and agrees with the vision laid out by the Eagle County Trails Group and will work to implement the Mission:

***Our Mission is to have a coordinated and county wide effort to enhance our lifestyle, bring people together, and drive economic vitality in all of Eagle County by:***

- ***Increasing the soft trails in Eagle County***
- ***Have a coordinated guide to the trails***
- ***Have trails for hikers, fishermen, dirt bikes, mountain biking, and other uses***
- ***Obtain IMBA Gold Ride Center Designation in 2015***
- ***Market Eagle County to the state, country, and the world***
- ***Eagle County will become world renowned for our soft trail network that enables people of all physical capabilities to enjoy the outdoors.***

***This will be accomplished through a vigorous Public-Private Partnership.***

**FINANCIAL COMMITMENT:**

The undersigned Community Partners and Stakeholders agree to complete the scope of work outlined above in the Eagle County Trails Proposal and agrees to partner financially according to the following table:

Town of Vail	\$ 15,000.00
Town of Avon	\$ 15,000.00
Town of Minturn	\$ 1,000.00
Town of Eagle	\$ 10,000.00
Town of Gypsum	\$ 2,500.00
Eagle County	\$ 25,000.00
Eagle-Vail	\$ 1,000.00
Singletree	\$ 1,000.00
Beaver Creek Resort Company	\$ 7,500.00
Vail Valley Mountain Bike Associa	\$ 500.00
Hardscrabble Trails Coalition	\$ 500.00
Private Businesses	\$ 15,000.00
Total:	\$ 94,000.00

**Town of Minturn**  
 302 PINE STREET  
 P. O. BOX 309, MINTURN, CO 81645  
 (970) 827-5645 FAX (970) 827-5545



**REQUEST FOR FUNDING APPLICATION**

*John.Widnerman@Eggeschools.net*  
*Request \$1500*

NAME OF ORGANIZATION: ECSD  
 DATE SUBMITTED: 10/28/14  
 NAME OF REPRESENTATIVE: John Widnerman  
 MAILING/STREET ADDRESS: PO Box 701 1951 S Hwy 24 Minturn CO 81645  
 TELEPHONE NUMBER: 970 977 6650

Please indicate major funding source:  tax supported  
 donations (corporate, foundation, private donors)  
 other government-entity grants

Please indicate type of organization:  health and human service  environmental  
 recreation and culture  sports and athletics  
 education  youth services  
 marketing  other \_\_\_\_\_

Quick Reference Financial Data:  
 \_\_\_\_\_ Operating Revenue \_\_\_\_\_ Operating Expenses \_\_\_\_\_  
 \_\_\_\_\_ Operating Revenue \_\_\_\_\_ Operating Expenses \_\_\_\_\_  
 \_\_\_\_\_ Operating Revenue \_\_\_\_\_ Operating Expenses \_\_\_\_\_

Please answer the following questions on separate paper, not to exceed 3 pages. You may include an agency brochure, but please do not include any other additional materials.

- 1) WHAT IS YOUR ORGANIZATION'S MISSION?
- 2) SPECIFICALLY DESCRIBE THE PROJECT/PROGRAM THAT THE FUNDING WILL SUPPORT AND HOW THIS PROJECT/PROGRAM BENEFITS THE TOWN OF MINTURN.
- 3) HOW WILL YOU MEASURE THE SUCCESS OF THIS PROGRAM?
- 4) IS ANY OTHER AGENCY PROVIDING A SIMILAR SERVICE IN THE AREA?
- 5) HAVE PREVIOUS FUNDS BEEN AWARDED BY THE TOWN TO SUPPORT THIS ACTIVITY?
- 6) WHAT FUNDRAISING PROGRAMS DO YOU HAVE PLANNED TO ELIMINATE THE NEED FOR FUTURE TOWN FUNDING REQUESTS?
- 7) WHAT IS YOUR PROJECTED NEED FOR FUNDING FROM THE TOWN OF MINTURN FOR THE NEXT 5 YEARS?

Please attach the following:  
 \*Financial Statements  
 \*Budget (Including Revenue Sources)  
 \*501(C)(3) Documentation  
 \*List of Officers and/or Directors

## **Maloit Park Mosquito Control**

- 1.) The Intent of the Funding will be for the future protection of Mosquito borne illness in Maloit Park.
- 2.) The Funding will be directed to Colorado Mosquito Control in the effort to minimize the risk in an area of growing popularity. Maloit Park is seeing more traffic than ever, and the more people that are using the facility the more exposure they have to Mosquitos in the area. These users include SSCV and VSSA students and staff, seniors, public park users, and Minturn residence.
- 3.) The Success of the Mosquito control program has been seen as very effective by all of the park users, residence and the staff at VSSA and SSCV. All of the residence of Maloit Park will also be able to give their personal testimonies if requested. This service has been utilized by other Towns in the county and will also be able to also give testimony if requested.
- 4.) No other agency is providing a similar service in the area.
- 5.) Yes, Previous Funds have been directed towards this cause in the dollar amount of \$1300
- 6.) The Funds given by the town of Minturn last year were equally matched by several entities including SSCV, VSSA, ECSD housing department, and by direct donation from the residence of Maloit Park. These various funding sources will hopefully be narrowed to the Town of Minturn, ECSD housing department, Minturn Fitness Center and SSCV for the coming year in the attempt to remove direct funding from residence. This will create less entitlement for the residence and give more priority for mosquito control to the park and park facilities. Equal share in funding from the Town of Minturn will continue to be requested.
- 7.) \$6500 would be the estimated cost to the Town of Minturn for the next 5 years if no other source of funding is found and there are no increases to the current invoice.



**COLORADO MOSQUITO CONTROL, INC.**

**695 North 7<sup>th</sup> Avenue**

**Brighton, Colorado 80601**

**(303) 558-8730 • FAX (303) 558-8734**

**E-Mail: [ckruthaupt@comosquitocontrol.com](mailto:ckruthaupt@comosquitocontrol.com)**

October 3, 2013

**To: John Widerman**  
**From: Colorado Mosquito Control**  
**RE: 2014 Maloit Park Mosquito Control Program**

John,

Here is a mosquito control proposal for Maloit Parkd. Please sign attachment B and either mail to the address listed above, scan and email to me, or fax to (303) 558 8734. If you have any questions please feel free to call.

Sincerely,  
Colorado Mosquito Control, Inc.

Chris Kruthaupt,  
(970) 641-4249

# MOSQUITO MANAGEMENT PROGRAM

## SCOPE OF SERVICES

### 1.0 INTRODUCTION & PROGRAM JUSTIFICATION

It is the goal of Colorado Mosquito Control to protect the residents of Maloit Park from mosquito born disease and nuisance by reducing the overall mosquito population.

To deal with these problems managers realize the advantages of an area-wide program directed by mosquito control professionals. The services provided by this program are based on science, and mosquito management practices endorsed by the American Mosquito Control Association. The field activities are under the direct supervision of licensed supervisors.

### 2.0 SERVICES SUMMARY

The primary objective of the mosquito control program is to suppress the seasonal development of high populations of mosquitoes to an acceptable low-biting annoyance level. This will be achieved using an integrated pest management program.

#### I. General Services Description

All General Services are quoted for the 2014 season at no charge, and are included as part of the total service package.

##### **1. Liability Insurance Coverage**

Comprehensive \$1,000,000 (\$1 Million) per occurrence General Liability, Claims-made policy. Including chemical and pollution coverage. Maloit Park may be named on the policy if so desired.

##### **2. MosquitoLine®Customer Response System**

Twenty-four hour customer access telephone number for reception of mosquito annoyance complaints and information requests.

##### **3. C.M.M.S®(Computer-assisted Mosquito Management System)**

Use of CMC's comprehensive computer data-base and reporting system to target specific larval mosquito control methods to historically active development sites. This method provides effective control and reduces the high cost of routine "hit & miss" site inspection.

#### II. Larval Control Services Description

The following larval mosquito control service items are quoted on a complete seasonal basis.

##### **4 C. M. M. S. Site Inspection Service**

Routine Individual Inspections covering all of the previously mapped potential larval mosquito development sites, once every seven to ten days throughout the mosquito season.

#### **5 Larvicide Application**

Ground application of Bti biological larvicide at a U.S. EPA approved dosage rate.  
Application of Altosid and Abate pellets & briquets when deemed appropriate and necessary.

#### **6. Larval Service Quality Control**

As needed, twenty-four hour elapse time spot check of the previous day's inspected and treated sites.

### **III. Adult Mosquito Control Services Description**

The following adult mosquito control service items are quoted on a complete seasonal basis.

#### **7. General Adulticide Application**

As needed 6 ULV applications through the 2014 season, ULV (ultra-low volume fogging) applications via truck-mounted Leco-type spray units with EPA approved Biomist 3+15 (Permethrin) or similar in and around problem areas, at a dosage rate of 6.0 fl. oz. per minute at 10 mph (1.0 fl. ounce per acre)

#### **8. Supplementary Adulticide Application - Truck-mounted ULV**

In the case of a public health emergency or upon request of Maloit Park management in excess of the 6 ULV applications listed above, this service will be provided at \$450.00 per application. Biomist 3+15 or similar will be used. CMC will apply these synthetic pyrethroid insecticides (a.i. permethrin) for emergency control of Culex and other mosquito populations to all streets, roads and other accessible areas. This material will be applied using the ultra-low-volume (ULV) technique at 6.0 ounces per minute at 10 mph vehicle speed and in compliance with the label and all U.S. EPA, Colorado Dept. of Agriculture, and Colorado Dept. of Public Health regulations.

### **3.0 ENTRY ON TO PRIVATE PROPERTY**

The entry onto private property to treat for mosquito larvae shall be by prior authorization from owner/agent.

The field staff will service the project area as one mosquito management area. Manpower and control operations will be prioritized to obtain maximum mosquito control effectiveness and to minimize annoyance levels. The program will begin in early May and continue until water levels and other environmental conditions limit mosquito emergence.

**COLORADO MOSQUITO CONTROL, INC.**

**ATTACHMENT "A" October 3, 2014  
2014 CONTRACTUAL SERVICE COST SUMMARY**

**2014 Maloit Park Mosquito Management Program**

The following price is quoted on a complete seasonal basis and will be fully earned. The complete seasonal cost will not be exceeded without written approval. This program is offered by CMC as a comprehensive integrated larval and adult mosquito control program specifically designed for Maloit Park to protect against severe mosquito annoyance. Please see the previous cost and services description pages for more detailed information.

**I. General Services**

- 1. Liability Insurance Coverage
- 2. MosquitoLine® Customer Response System
- 3. ImmediateResponse® System

**II. Larval Mosquito Control Services**

- 4. C.M.M.S. Site Inspection Service.
- 5. Larvicide Application
- 6. Larval Service Quality Control.

**III. Adult Mosquito Control Services**

- 7. General Adulticide Application
- 8. Adult Service Quality Control.
- 9. Supplementary Adulticide Application (Additional Cost)

**2014 Maloit Park Mosquito Control Program Cost Summary**

This proposal includes all labor, insecticides, vehicles, equipment, liability insurance coverage, administrative support, and the overhead expenses.

**2014 Program Cost ----- \$3,850.00**

Advanced Pest Mgmt Of Colorado LLC

# Invoice

DBA: Colorado Mosquito Control  
695 North 7th Ave  
Brighton, CO 80601

Date	Invoice #
4/15/2014	64

Bill To
Town of Minturn

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
	Maloit Park Cooperative Mosquito Control Program	1,300.00	1,300.00
<b>Total</b>			\$1,300.00

**Proclamation of the Town of Minturn  
COLORADO GIVES DAY**

**WHEREAS**, charitable giving in the Town of Minturn, Colorado is critical to providing support that local nonprofit organizations need to make our community a desirable place to live; and

**WHEREAS**, research shows an increase in online giving both locally and nationally, and many believe it is the future of philanthropy; and

**WHEREAS**, Community First Foundation and First Bank have partnered in an effort to increase charitable giving in our community through the online giving initiative Colorado Gives Day; and

**WHEREAS**, Colorado Gives Day in 2013 raised \$20.5 million in a single 24-hour period via online donations, \$690,000 to Eagle County nonprofits, at coloradogives.org a website allowing donors to direct their contributions to one or more of the thirty (32) local, Eagle County, charities featured on the site, making it an ideal resource for facilitating charitable giving to our locally-based nonprofit organizations; and

**WHEREAS**, Colorado Gives Day is December 9 this year, and all citizens are encouraged to participate because all donations, large or small, can make a difference to nonprofits in need.

**NOW, THEREFORE, BE IT PROCLAIMED BY Mayor Gordon “Hawkeye” Flaherty and the Town Council of the Town of Minturn, Colorado**

**THAT: Tuesday, December 9, 2014, will be known as Colorado Gives Day in our community.**

TOWN OF MINTURN

ATTEST:

By: \_\_\_\_\_  
Hawkeye Flaherty, Mayor

\_\_\_\_\_  
Jay Brunvand, Town Clerk

P.O. Box 309 ♦ 302 Pine Street  
Minturn, CO 81645  
Phone: 970-827-5645  
Fax: 970-827-5545  
Jay Brunvand, Treasurer/Clerk  
Email: treasurer@minturn.org



TOWN COUNCIL

Mayor – Gordon “Hawkeye” Flaherty  
Mayor Pro Tem – George Brodin  
Councilmember – Shelley Bellm  
Councilmember – Earle Bidez  
Councilmember – John Rosenfeld  
Councilmember – Jason Osborne  
Councilmember – Matt Scherr

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**AGENDA ITEM COVER SHEET**

<b>AGENDA TITLE:</b> Ord 09-Series 2014 an Ordinance approving an IGA with Eagle County for Animal Control services.
<b>MEETING DATE:</b> November 5, 2014
<b>PRESENTER:</b> Brunvand
<b>BACKGROUND:</b> This is an annual agreement for animal control services. The service is included within the 2015 budget.
<b>CORE ISSUES:</b> N/A
<b>STAFF RECOMMENDATION/MOTION:</b> Motion to approve Ordinance 09-Series 2014 an ordinance authorizing the Mayor of the Town of Minturn to sign an intergovernmental service agreement between the Eagle County Government and the Town of Minturn contracting for animal control services in the Town of Minturn, Colorado as presented.

TOWN OF MINTURN, COLORADO

ORDINANCE NO. 09 – SERIES 2014

AN ORDINANCE AUTHORIZING THE MAYOR OF THE TOWN OF MINTURN TO SIGN AN INTERGOVERNMENTAL SERVICE AGREEMENT BETWEEN THE EAGLE COUNTY GOVERNMENT AND THE TOWN OF MINTURN CONTRACTING FOR ANIMAL CONTROL SERVICES IN THE TOWN OF MINTURN, COLORADO.

WHEREAS, The Town of Minturn desires Eagle County to provide animal control services on an annual contractual basis; and

NOW THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF MINTURN, COLORADO:

SECTION 1. The Mayor is authorized to sign an agreement, and such other documents as are reasonably necessary, with the Eagle County Government to enter into an agreement to provide animal control services in the Town of Minturn, Colorado.

SECTION 2. This Ordinance shall not take effect until the agreement is signed by the representatives of all the necessary parties thereto.

SECTION 3. If any part, section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance; and the Town Council hereby declares it would have passed this ordinance, and each part, section, subsection, sentence, clause or phrase thereof, regardless of the fact that any one or more parts, sections, subsections, sentences, clauses or phrases be declared invalid.

SECTION 4. The Town Council hereby finds, determines and declares that this Ordinance is necessary and proper for the health, safety and welfare of the Town of Minturn and the inhabitants thereof.

SECTION 5. The repeal or the repeal and reenactment of any provisions of the Minturn Municipal Code as provided in this ordinance shall not affect any right which has accrued, any duty imposed, any violation that occurred prior to the effective date hereof, any prosecution commenced, nor any other action or proceeding as commenced under or by virtue of the provision repealed or repealed and reenacted. The repeal of any provision hereby shall not revive any provision or any ordinance previously repealed or superseded unless expressly stated herein.

**INTRODUCED, READ BY TITLE, APPROVED ON THE FIRST READING AND ORDERED PUBLISHED BY TITLE ONLY AND POSTED IN FULL ON THE OFFICIAL TOWN WEB SITE THE 5<sup>th</sup> DAY OF NOVEMBER, 2014. A PUBLIC**

HEARING ON THIS ORDINANCE SHALL BE HELD AT THE REGULAR MEETING OF THE TOWN COUNCIL OF THE TOWN OF MINTURN, COLORADO ON THE 19<sup>TH</sup> DAY OF NOVEMBER, 2014 AT 6:30 p.m. AT THE MINTURN TOWN HALL 302 PINE STREET, MINTURN COLORADO 81645.

TOWN OF MINTURN, COLORADO

\_\_\_\_\_  
Hawkeye Flaherty, Mayor

ATTEST:

By: \_\_\_\_\_  
Jay Brunvand, Town Clerk

THE TOWN OF MINTURN, COLORADO, ORDAINS THIS ORDINANCE ENACTED ON SECOND READING AND ORDERED PUBLISHED BY TITLE ONLY AND POSTED IN FULL ON THE OFFICIAL TOWN WEB SITE THIS 19<sup>TH</sup> DAY OF NOVEMBER, 2014.

TOWN OF MINTURN, COLORADO

\_\_\_\_\_  
Hawkeye Flaherty, Mayor

ATTEST:

By: \_\_\_\_\_  
Jay Brunvand, Town Clerk

**INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE COUNTY OF EAGLE, STATE OF COLORADO  
AND THE TOWN OF MINTURN**

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2014 by and between the County of Eagle, State of Colorado, a body corporate and politic (the "County") and the Town of Minturn, a municipal corporation (the "Town").

**WITNESSETH**

WHEREAS, the Town desires to contract with the County for the performance of the hereinafter described Animal Services on the terms and conditions hereinafter set forth; and

WHEREAS, the County is agreeable to rendering such Animal Services on the terms and conditions hereinafter set forth; and

WHEREAS, this Intergovernmental Agreement is authorized pursuant to Section 29-1-201 and 30-11-101, Colorado Revised Statutes, as amended, and Article XIV, Section 18, of the Colorado Constitution.

**AGREEMENT**

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises contained herein, the parties hereto agree hereby as follows:

**SECTION 1. TERRITORY COVERED.**

The territory covered by this Agreement is all of that certain property legally described as the Town of Minturn.

**SECTION 2. DEFINITIONS.**

Emergency On-Call Service is defined as any emergency call received by the County for which Animal Services assistance is required and no Animal Services Officer is on duty to respond.

Shelter means the Eagle County Animal Shelter located at 1400 Fairgrounds Road, Eagle, Colorado, and any other shelter facility operated or designated by County.

Unclaimed Day is defined as a calendar day or any part thereof during which an unclaimed animal is confined in Shelter on behalf of the Town.

**SECTION 3. SCOPE OF SERVICES.**

The County agrees to provide General Animal Services and Emergency On-Call Service within the Town of Minturn as follows:

A. General Animal Services shall include:

i. A minimum of 6 hours per month of randomly-scheduled patrols, consisting of inspection tours looking for violations or responding to complaints. The scope of these patrols is to be designed to gain voluntary compliance and uniform administration of the Animal Regulations.

ii. Administration and enforcement of the Town of Minturn Municipal Code Chapter 7 – Article 9 (Animals) presently in effect and as may be subsequently amended to apply for the control and licensing of animals within the Town boundaries. Eagle County Animal Services shall be considered the Animal Control Officer of the Town as defined by Section 7-9-30.

iii. The County shall provide the Town with monthly reports and an annual report of services provided pursuant to this Agreement. Such reports shall include, by way of example only, the number of calls for service, number of animals sheltered, number of Unclaimed Days, and number of citations issued, as they apply to the Town of Minturn.

iv. Animal sheltering services for animals attributable to the Town, of the nature and quality customarily provided at the Shelter. Animals attributable to the Town are animals impounded within the Town of Minturn and animals owned by persons dwelling, permanently or temporarily, in the Town of Minturn.

B. Twenty-four (24) hours per day Emergency On-Call Service.

i. Emergency on Call Service will be provided during the period when an Eagle County Animal Services Officer is not on duty. In the event that an Eagle County Animal Services Officer is not immediately available to respond to an incident or emergency, the Town of Minturn will provide available personnel to secure the scene and administer control of the situation until the Eagle County Animal Services Officer arrives to resolve said incident.

#### SECTION 4. OFFICIAL STATUS.

For the purpose of performing the Animal Services and functions set forth in this agreement, Eagle County Animal Services shall enforce, as the Town's agent, the Town of Minturn Animal Ordinances relating to animal control and licensing now in effect and as amended.

#### SECTION 5. EQUIPMENT.

The County shall furnish and supply, at its sole expense, all necessary labor, supervision, equipment, motor vehicles, office space, and operating and office supplies necessary to provide the services to be rendered hereunder.

## SECTION 6. COMPENSATION.

The Town of Minturn agrees to pay the County, monthly, the sum of \$384.00 for General Animal Services.

On Call Emergency Services shall be billed at: \$50.00 per hour.

The Town of Minturn agrees to pay the County on or before the fifteenth day of each month for all General Animal and Emergency On-Call Services rendered the previous month.

All fees and expenses recovered at or for the Shelter will remain with the County.

All court fines and costs will remain with the court of venue.

## SECTION 7. PERSONNEL.

The Eagle County Animal Services Officer shall have full cooperation from the Town of Minturn, its public works, its police officers and/or their respective officers, agents, and employees, so as to facilitate the performance of this Agreement.

The rendition of Animal Services provided for herein, the standards of performance, the discipline of officers, and other matters incident to the performance of such services and the control of personnel so employed, shall remain in the County.

All persons employed in the performance of such Animal Services for the Town of Minturn, pursuant to this agreement, shall be County employees, except for Town personnel used to secure the scene as described in Section 3.

## SECTION 8. LIABILITY AND INSURANCE.

- A. The County, its officers and employees, shall not be deemed to assume any liability for intentional or negligent acts, errors, or omissions of the Town or of any officer or employee thereof. Likewise, the Town, its officers and employees, shall not be deemed to assume any liability for intentional or negligent acts, errors or omissions of the County or by any officer or employee thereof.
- B. The County agrees to indemnify, defend and hold harmless to the extent allowed by law, the Town, its respective agents, officers, servants and employees of and from any and all loss, costs, damage, injury, liability, claims, liens, demands, action and causes of action whatsoever, arising out of or related to the County's intentional or negligent acts, errors or omissions or that of its agents, officers, servants, and employees, whether contractual or otherwise. Likewise, the Town agrees to indemnify, defend and hold harmless to the extent allowed by law, the County, its respective agents, officers, servants and employees of and from any

and all loss, costs, damage, injury, liability, claims, liens, demands, action and causes of action whatsoever arising out of or related to the Town's intentional or negligent acts errors or omissions or that of its agents officers, servants and employees, whether contractual or otherwise.

- C. The County and the Town shall respectively provide its own public liability, property damage, and errors and omissions insurance coverage as each party may deem adequate and necessary for any potential liability arising from this Agreement. Further, the County and the Town, respectively, shall name, subject to the approval of each respective party's insurance carriers, the other respective party as a co-insured under such insurance policies to the extent of any potential liability arising under this Agreement and, upon reasonable written request, shall furnish evidence of the same to the other respective party.

#### SECTION 9. TERM AND TERMINATION.

This Agreement is effective January 1, 2015, and shall end on the 31st day of December, 2015. Either party shall have the right to terminate this agreement with or without cause at any time by giving the other party thirty (30) days' prior written notice of termination. Upon termination, the County shall be entitled to compensation for services performed prior to such termination (calculated by prorating the monthly rate for the number of days the County performed General Animal Services and adding all charges for any additional services, including Emergency On Call Services, performed by the County during that time), and both parties shall thereafter be relieved of any and all duties and obligations under this Agreement.

Obligations of the Town of Minturn and the County, respectively, after the current fiscal year, are contingent upon funds for the purpose set forth in this Agreement being appropriated, budgeted and otherwise made available.

#### SECTION 10. GENERAL PROVISIONS.

- A. Notices. All notices, requests, consents, approvals, written instructions, reports or other communication by the Town of Minturn and the County, under this Agreement, shall be in writing and shall be deemed to have been given or served, if delivered or if mailed by certified mail, postage prepaid or hand delivered to the parties as follows:

Town of Minturn:  
Town Manager  
P.O. Box 390  
Minturn, CO 81645

County of Eagle:  
Eagle County Attorney  
P.O. Box 850  
Eagle, CO 81631

Either party may change the address to which notices, requests, consents, approvals, written instructions, reports or other communications are to be given by a notice of change of address given in the manner set forth in this paragraph A.

- B. This Agreement does not and shall not be deemed to confer upon or grant to any third party any right to claim damages or to bring any lawsuit, action or other proceedings against either the Town or the County because of any breach hereof or because of any terms, covenants, agreements or conditions contained herein.
- C. No modification or waiver of this Agreement or of any covenant, condition, or provision herein contained shall be valid unless in writing and duly executed by the party to be charged therewith.
- D. This written Agreement embodies the whole agreement between the parties hereto and there are no inducements, promises, terms, conditions, or obligations made or entered into either by the County or the Town other than those contained herein.
- E. This Agreement shall be binding upon the respective parties hereto, their successors or assigns and may not be assigned by anyone without the prior written consent of the other respective party hereto.
- F. All agreements and covenants herein are severable, and in the event that any of them shall be held invalid by a court of competent jurisdiction, this Agreement shall be interpreted as if such invalid Agreement or covenant were not contained herein.
- G. The Town has represented to the County and, likewise, the County has represented to the Town, that it possesses the legal ability to enter into this Agreement. In the event that a court of competent jurisdiction determines that either of the parties hereto did not possess the legal ability to enter into this Agreement, this Agreement shall be considered null and void as of the date of such Court determination.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

COUNTY OF EAGLE, STATE OF COLORADO, By and Through Its BOARD OF COUNTY COMMISSIONERS

By: \_\_\_\_\_  
Jillian H. Ryan, Chairman

Attest:  
By: \_\_\_\_\_  
Teak J. Simonton, Clerk to the Board

TOWN OF MINTURN

By: \_\_\_\_\_  
Mayor

Attest:  
By: \_\_\_\_\_  
Town Clerk

**TOWN OF MINTURN, COLORADO  
ORDINANCE NO. 10 – SERIES 2014**

**AN ORDINANCE AUTHORIZING THE MAYOR OF THE  
TOWN OF MINTURN TO ENTER INTO A LEASE WITH  
WILCON ENERGY LLC FOR REAL PROPERTY OWNED BY  
THE TOWN OF MINTURN**

**WHEREAS**, WILCON ENERGY LLC Asphalt ("WILCON"), a Colorado Corporation has petitioned the Town of Minturn ("The Town") to lease of a parcel of land owned by the Town; and

**WHEREAS**, it is in the mutual interest of The Town and WILCON to enter into the lease agreement; and

**WHEREAS**, in the interest of protecting and preserving public health, safety and welfare, it is desirable that the citizens of the Town of Minturn, Eagle County, Colorado be provided with adequate rental income for land owned by the Town.

**WHEREAS**, the Home Rule Charter of the Town of Minturn, Colorado, The Town Ordinances, and C.R.S. § 31-15-714, as amended authorizes the Town as a home rule municipal corporation to lease any real estate, together with any facilities thereon, owned by the municipality, when deemed by the governing body to be in the best interest of the municipality, with any lease for a period of one year or more to be done by ordinance and any lease for one year or less by resolution or ordinance.

**NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE  
TOWN OF MINTURN, COLORADO:**

Section 1. The Mayor is authorized to execute such documents and to do such other acts and things as may be necessary or advisable in association with the execution and delivery of a lease of real property.

SECTION 2. The lease agreement is attached hereto as Exhibit A and incorporated into this Ordinance by reference is approved, and the Mayor is authorized to execute it on behalf of the Town of Minturn, and the Town and its officers and employees are authorized to perform under it on behalf of the Town of Minturn, according to its terms.

SECTION 3. This Ordinance shall not be effective until the lease agreement attached hereto is signed by the representatives of all the necessary parties thereto.

SECTION 4. If any part, section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance; and the Town Council hereby declares it would have passed this ordinance, and each part, section, subsection, sentence, clause or phrase thereof, regardless of the

fact that any one or more parts, sections, subsections, sentences, clauses or phrases be declared invalid.

SECTION 5. The Town Council hereby finds, determines and declares that this Ordinance is necessary and proper for the health, safety and welfare of the Town of Minturn and the inhabitants thereof.

SECTION 6. The repeal or the repeal and reenactment of any provisions of the Minturn Municipal Code as provided in this ordinance shall not affect any right with has accrued, any duty imposed, any violation that occurred prior to the effective date hereof, any protection commenced, nor any other action or proceeding as commenced under or by virtue of the provision repealed or repealed and reenacted. The repeal of any provision hereby shall not revive any provision or any ordinance previously repealed or superseded unless expressly stated herein.

**INTRODUCED, READ BY TITLE, APPROVED ON THE FIRST READING AND ORDERED PUBLISHED BY TITLE ONLY AND POSTED IN FULL ON THE OFFICIAL TOWN WEB SITE THE 5<sup>th</sup> DAY OF NOVEMBER, 2014. A PUBLIC HEARING ON THIS ORDINANCE SHALL BE HELD AT THE REGULAR MEETING OF THE TOWN COUNCIL OF THE TOWN OF MINTURN, COLORADO ON THE 19<sup>TH</sup> DAY OF NOVEMBER, 2014 AT 6:30 p.m. AT THE MINTURN TOWN HALL 302 PINE STREET, MINTURN COLORADO 81645.**

**TOWN OF MINTURN, COLORADO**

\_\_\_\_\_  
**Hawkeye Flaherty, Mayor**

**ATTEST:**

By: \_\_\_\_\_  
**Jay Brunvand, Town Clerk**

**THE TOWN OF MINTURN, COLORADO, ORDAINS THIS ORDINANCE ENACTED ON SECOND READING AND ORDERED PUBLISHED BY TITLE ONLY AND POSTED IN FULL ON THE OFFICIAL TOWN WEB SITE THIS 19<sup>TH</sup> DAY OF NOVEMBER, 2014.**

**TOWN OF MINTURN, COLORADO**

\_\_\_\_\_  
**Hawkeye Flaherty, Mayor**

**ATTEST:**

**By:** \_\_\_\_\_  
**Jay Brunvand, Town Clerk**

## LAND LEASE AND AGREEMENT

THIS LAND LEASE AND AGREEMENT (“Lease”) is made and entered into as of the date of the last signature hereto, by and between the TOWN OF MINTURN, Colorado, a municipal corporation (the “Town”) and WILCON ENERGY LLC, a Colorado limited liability company (“Tenant”). In consideration of the payment of the Rent (as defined herein), other monies due the Town as provided for herein, and the performance of the covenants and agreements by Tenant set forth herein, Town leases to Tenant, and Tenant accepts, the Premises described below, subject to the terms and provisions set forth in this Lease. Town and Tenant may be referred to herein individually as a Party and collectively as the Parties.

1. **PREMISES.** The portion of that certain real property commonly known as 810 Cemetery Road, Minturn, Colorado more particularly depicted on Exhibit A, which is attached hereto and incorporated herein by this reference, together with improvements and attached fixtures appurtenant thereto (the “Premises”). The area depicted on Exhibit A is a temporary location. After a permanent location is fixed, Exhibit A will be replaced.

2. **TERM.** Town leases the Premises to Tenant from December 1, 2014 and terminating at 11:59 P.M. MST on November 31, 2017 (the “Term”), unless earlier terminated as provided in this Lease.

3. **RENT.**

a. **Monthly Rent.** Tenant covenants and agrees to pay the Town fixed monthly rent of ONE THOUSAND DOLLARS (\$1,000.00) (the “Rent”) payable in advance on or before 12:00 p.m. on the first day of each calendar month during the Term of this Lease. Tenant shall mail Rent payments to Town care of the Town Clerk at P. O. Box 309, Minturn, Colorado, 81645; or at any such other place which Town may direct in writing, including direct deposit.

b. **Additional Charges.** Tenant agrees that, in case any rent or other charges payable hereunder shall not be paid upon the date when the same shall become due, Tenant shall pay to Town a late payment charge at the rate of eighteen percent (18%) per annum from the due date to the date of payment. Such late payment charges shall be considered Additional Rent.

4. **USE OF PREMISES.** Town leases the Premises to Tenant for the sole purpose of operating a propane storage facility, subject to Town’s reservation of the Premises for reasonable stormwater drainage. Tenant may utilize or lease other portions of the Premises in any manner that does not unreasonably interfere with Tenant’s use of the Premises. It is understood and agreed that Tenant’s ability to use the Premises is expressly contingent upon Tenant obtaining all certificates, permits, licenses and other approvals that may be required by any federal, state, or local authorities, for the use of the Premises by Tenant for the intended use. This lease is subject to the following conditions:

- a. The time during which Tenant may actively operate within the Premises shall be 7 a.m. to 7 p.m.
- b. Delivery of propane or equipment to the Premises shall occur between 9 a.m. and 5 p.m.
- c. Control valves for propane tanks shall be fenced behind a chainlink fence and locked so as to prevent public access.
- d. The Premises shall have signage apprising the public of the dangers associated with the use.

5. **ENVIRONMENT.** Tenant agrees to comply with all applicable rules, laws, ordinances, and statutes with respect to Tenant’s use and transport of hazardous materials and petroleum products on, over and across the Premises. If the presence of any hazardous material on the Premises caused or permitted by Tenant results in any contamination of any portion of the Premises, Tenant shall promptly take all actions at its sole expense as are necessary to return the Premises to the condition existing prior to the contamination. The term “hazardous material” shall be construed in its broadest sense and shall include asbestos, other asbestotic material, any petroleum based products, hydrocarbons, pesticides, paints and solvents, polychlorinated biphenyl, lead, cyanide, DDT, acids, ammonium compounds and other chemical products (excluding commercially used cleaning materials in ordinary quantities) and any substance or material if defined or designated as a hazardous or toxic substance, or other similar term, by any federal, state or local law, statute, regulation, or ordinance affecting the Premises, as such statutes, regulations and ordinances may be amended from time to time.

6. **OPTION TO RENEW.** Provided Tenant is not then in default under this Lease and there is no then-existing material breach of any agreement, covenant, warranty, or representation of Tenant hereunder, Tenant shall have the option to renew the term of this Lease for one additional term of three years (the “Renewal Term”). The Renewal Term shall commence at the expiration of the original Term of this Lease. Tenant shall exercise such option to renew by delivering written notice of such election to Town at least sixty (60) days prior to the expiration of the original Term. Such renewal of this Lease shall be upon the same terms and conditions of this Lease. The fixed monthly rent for the Renewal Term also shall be increased by the change in the consumer price index for the Denver-Boulder-Greeley area between 2014 and 2017. For example, if the change in consumer price index between 2014 and 2017 is ten percent, then Rent for the Renewal Term would be \$1100 per month.

Initials: \_\_\_\_\_  
Town Tenant

7. **TAXES.** Tenant shall pay in each year of the Term and the Renewal Term any general real estate, personal property and ad valorem taxes due and payable with respect to the Premises. Town shall provide Tenant with copies of any and all notices, assessments, tax bills, receipts for payment, or other documentation related to taxes on the Premises within ten (10) days of its receipt of the same to enable Tenant to contest the taxes as provided herein; Tenant shall have the right in its name to contest the validity of any tax or assessment which Tenant is required to bear, pay and discharge hereunder by appropriate legal proceedings.

8. **INSURANCE; WAIVER OF SUBROGATION.** During the term of this Lease, Tenant, at its sole cost and expense, and for the mutual benefit of Tenant and the Town, covenants and agrees to carry and maintain the following types of insurance and uphold the following covenants:

a. Fire and extended premises coverage insurance covering property and any improvements constructed on the Premises against loss or damage by fire and against loss or damage by other risks now or hereafter embraced by “extended coverage.” Town shall be named as an additional insured under the policy and protected under the terms and conditions of any such policy as Town of the Premises.

b. Comprehensive public liability insurance including property damage with respect to the Premises, including contractual liability and insuring the indemnity provisions set forth in this Agreement and providing minimum protection of not less than two million and no/100 Dollars (\$2,000,000.00) per person and one million and no/100 Dollars (\$1,000,000.00) per occurrence. Town shall be named as an additional insured under the policy and protected under the terms and conditions of any such policy as Town of the Premises.

c. Worker’s Compensation and Employer’s Liability Insurance, which shall fully comply with the statutory requirement of Colorado laws as well as Federal laws, if applicable. To the extent practicable, Town shall be named as an additional insured under the policy and protected under the terms and conditions of any such policy as Town of the Premises.

d. Tenant shall provide Town with proof that Tenant has obtained the insurance described in this paragraph and proof of payment for such insurance. If Tenant shall fail to obtain or pay for any insurance policy required by this paragraph, Town may, at its option, pay for such insurance (without waiving any other remedies available to Town) on account of Tenant, and the same shall be deemed to be Additional Rent and shall become due and

Initials: \_\_\_\_\_  
Town Tenant

payable ten (10) calendar days after Tenant’s receipt of notice from Town regarding this Additional Rent.

e. Tenant shall obligate the provider of any insurance policy under which Town is named as an additional insured to notify Town in the event such policy lapses. In addition, Tenant shall obligate such insurance providers to give the Town 30 days’ prior written notice by certified mail before terminating any insurance coverage described in this paragraph.

f. Any insurance that may be purchased by Tenant pursuant to this paragraph or any proceeds that may be payable as a result of a loss under any such insurance shall in no way reduce, alter, or modify any provisions of this Lease and specifically the indemnity provisions of this Lease.

9. **INDEMNIFICATION.**

a. Tenant agrees to exonerate, hold harmless, protect, and indemnify Town, and all beneficiaries, agents, and employees of Town, from and against any and all liabilities, losses, damages, costs, expenses (including all attorneys’ fees and expenses of Town, including attorneys’ fees incurred in the enforcement of the indemnity provisions in this Lease), causes of action, suits, claims, demands, liens or judgments of any nature whatsoever (except those arising from acts of Town, its agents or employees) arising from: (i) personal injury, loss of life, or damaged property sustained in or about the Premises; (ii) the investigation of the events or conditions, including environmental conditions, which resulted in the liability, loss, damage, cost, expense, cause of action, suit, claim, demand, lien or judgment and the defense thereof; (iii) the violation of any agreement or condition of this Lease; (iv) the violation by Tenant of any contract or agreement which Tenant is a party or any restriction, statute, law, ordinance, or regulation affecting any part of the Premises, including the use thereof; (v) the contamination by hazardous materials of any portion of the Premises; and (vi) violation of any applicable environmental laws relating to the handling or transportation of hazardous materials on the Premises.

b. Notwithstanding any other provision in this Lease to the contrary, in no event shall either Party be liable to the other under this Lease for, and each Party releases the other from and against, any indirect, special, incidental, punitive, exemplary or consequential damages, including, but not limited to, damages or losses for loss of production, loss of revenues, loss of profits, loss of business or business interruptions, loss of use of assets, or

Initials: \_\_\_\_\_  
Town Tenant









25. **AMENDMENTS AND TERMINATION.** Unless otherwise provided in the Lease, the Lease may be amended, modified, or terminated only by a written instrument executed by Town and Tenant.
26. **CAPTIONS.** The paragraph titles or captions in the Lease are for convenience only and shall not be deemed to be part of the Lease.
27. **PRONOUNS; JOINT AND SEVERAL USE OF CERTAIN TERMS.** Whenever the terms referred to in the Lease are singular, the same shall be deemed to mean the plural, as the context indicates, and vice versa. All references to the “Town” mean Town and/or its authorized agents, contractors, or employees as may be required by the specific context. All references to “Tenant” mean each and every person comprising Tenant or an individual person or combination of persons comprising Tenant as may be required by the specific context.
28. **SEVERABILITY.** If any term, covenant, condition, or provision of the Lease or the application thereof to any person or circumstance is found, at any time or to any extent, to be invalid or unenforceable, the remainder of the Lease, or the application of that term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of the Lease shall be valid and shall be enforced to the fullest extent permitted by law.
29. **BINDING EFFECT.** This Lease shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the Parties.
30. **FUTURE ACTS.** Each Party agrees to cooperate in the performance of this Lease and to execute and deliver any and all documents and perform any and all acts necessary or convenient to carry out its purpose and intent.
31. **NO PARTNERSHIP.** Nothing contained in this Lease shall create a partnership, joint venture, or employment relationship between Town and Tenant. Neither Town nor Tenant shall be liable, except as otherwise expressly provided for in this Lease, for any obligations or liabilities incurred by the other.
32. **ADDITIONAL PROVISIONS.** If there are any additional agreements between the Parties or provisions with respect to the Premises, an Addendum may be attached to the Lease, which will be incorporated by this reference as a part of the Lease. An Addendum containing additional provisions is not attached at the time of execution.

Initials: \_\_\_\_\_  
Town Tenant



# Wilcon Energy Temporary Site 10/2014



Town of Minturn  
302 Pine Street  
Minturn, CO  
planner@minturn.org  
J. Hawkinson,  
Planning Director  
970-827-5645

Old Castle  
Concrete Site

A-Peak  
Asphalt Site

Fence

A-Peak Gate

Public Works Gate



Temporary Site for  
**Wilcon Energy**

temporary 2,500 sq ft lot-

move site in spring 2015  
with the new site plan to  
a 5,000 sq ft lot

**TOWN OF MINTURN, COLORADO  
RESOLUTION NO. 18 – SERIES 2014**

**A RESOLUTION APPROVING AN EMPLOYMENT  
AGREEMENT BETWEEN WILLIAM POWELL AND THE  
TOWN OF MINTURN, COLORADO**

**WHEREAS**, the Town Council of the Town of Minturn has utilized the services of Mr. William “Willy” Powell as Acting Town Administrator; and

**WHEREAS**, following negotiations with Mr. William “Willy” Powell the Town Council has decided to offer the position of Town Manager to Mr. William “Willy” Powell; and

**WHEREAS**, the Town Council desires to appoint Mr. William “Willy” Powell as Minturn’s Town Administrator.

**NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE  
TOWN OF MINTURN, COLORADO:**

1. The Minturn Town Council hereby approves the Employment Agreement between Mr. William “Willy” Powell and the Town of Minturn, Colorado and authorizes the Mayor to execute said Agreement.

INTRODUCED, READ, APPROVED, ADOPTED AND RESOLVED this 5<sup>th</sup>  
day of November, 2014.

TOWN OF MINTURN

By: \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Town Clerk

**AGREEMENT FOR EMPLOYMENT**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of November, 2014, by and between the Town of Minturn, a Colorado home rule municipality (the "Town"), and William Powell ("Powell") (each a "Party" and collectively "the Parties").

**RECITALS:**

A. The Town requires the services of a part time Town Administrator pursuant to Section 2-3-10 of the Minturn Municipal Code; and

B. Powell has held himself out to the Town as having the requisite expertise and experience and has conducted the duties as acting Town Administrator since May 2014; and

C. The Town, acting through the Town Council of the Town of Minturn ("Council"), desires to appoint Powell as Town Administrator; and

D. The Town and Powell desires to set forth the terms of Powell's contract to provide services in writing as described herein.

NOW, THEREFORE, for the consideration hereinafter set forth, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

**I. SCOPE OF SERVICES**

Powell shall furnish all labor to perform the work and services required for the complete execution and performance of all duties, obligations and responsibilities of the Town Administrator specified by Colorado state statutes, the Town of Minturn Home Rule Charter and Municipal Code. At the future direction of Council, Powell shall also assist in recruiting a new Town Administrator and provide orientation to a new Town Administrator. Powell shall report directly to the Mayor and Town Council.

**II. COMPENSATION**

In consideration for the services specified herein by Powell, the Town shall pay Powell at the rate of fifty five dollars (\$55.00) per hour for an amount of hours not to exceed twenty-six (26) hours per week on average for a total of forty-eight (48) weeks per year, unless additional hours and compensation are approved by Council. Powell shall be paid at the same time as other Town employees are paid.

**III. TERMINATION**

Town may terminate this Agreement by giving written notice to Powell of not less than fourteen (14) days. Powell may terminate this Agreement by giving written notice to Town of not less than six (6) months.

**IV. EMPLOYMENT STATUS**

The Parties agree Powell shall be a part-time employee of the Town, and as a part-time employee, Powell is not eligible for any benefits provided by the Town except as otherwise provided in this Agreement.

#### **V. COMPLIANCE WITH LAW**

The work and services to be performed by Powell hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations, including the Town Municipal Code and Charter and any other applicable laws, ordinances, or regulations of the Town of Minturn. In addition, Powell agrees to perform any other legally permissible and proper duties and functions as the Town Council shall from time to time assign to Powell.

#### **VI. OUTSIDE ACTIVITIES**

The employment provided for by this Agreement shall be Powell's primary employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the Town and the community, Powell may elect to accept limited teaching, consulting or other business opportunities with the understanding that such arrangements shall not constitute interference with nor a conflict of interest with his responsibilities under this Agreement.

#### **VII. TECHNOLOGY**

The Town shall provide Powell with a computer, software, fax/modem, and other technological equipment required for Powell to perform the job and to maintain communication.

#### **VIII. INDEMNIFICATION**

The Town shall defend, save harmless and indemnify Powell against any tort, professional liability claim or demand or other legal action brought by any party other than the Town, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Powell's duties as Town Administrator or resulting from the exercise of judgment or discretion in connection with the performance of Powell's duties or responsibilities, unless the act or omission involved an intentional tort or willful and wanton conduct. Powell may request, and the Town shall not unreasonably refuse to provide, independent legal representation at the Town's expense if Powell's interests and the Town's interests are materially divergent. Legal representation, provided by the Town for Powell, shall extend until a final determination of the legal action including any appeals brought by either party. The Town shall indemnify Powell against any and all losses, damages, judgments, interest, settlements, fines, court costs and other reasonable costs and expenses of the legal proceedings including attorney's fees, and legal assistant fees, and any other liabilities incurred by, imposed upon, or suffered Powell in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened, covered by this indemnification.

Any settlement of any claim must be made with the prior approval of the Town in order for indemnification, as provided in this Section, to be available.

Powell recognizes that the Town shall have the right to compromise and settle any action. If Powell is a party to the suit, Powell shall have a veto authority (which Powell shall not unreasonably exercise) over the settlement of any claim or suit which does not fully and completely release Powell from all claims. Further, the Town agrees to pay all reasonable expenses of Powell throughout the pendency of any litigation to which Powell is a party, witness or advisor to the Town. Such expense payments shall continue beyond Powell's service and Interim Town Administrator as long as the litigation is pending and will include reasonable consulting fees and travel expenses when Powell serves as a witness, advisor or consultant to the Town.

## IX. TERM

The term of this Agreement shall be from November 1, 2014 through December 31, 2015. On or before August 31, 2015, Powell and Council will consult whether the Town will retain the services of a full time Town Administrator, or whether the Town and Powell desire to continue under an extension of this Agreement for an additional period of time. In the event that Council decides to retain the services of a full time Town Administrator, Powell will assist with the candidate search and will continue to act as Town Administrator until a replacement is hired.

## XI. MISCELLANEOUS

A. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Eagle County, Colorado.

B. Integration. This Agreement constitutes the entire agreement between the Parties, superseding all prior oral or written communications.

C. Third Parties. There are no intended third-party beneficiaries to this Agreement.

D. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

E. Modification. This Agreement may only be modified upon written agreement of the Parties.

F. Assignment. Neither this Agreement nor any of the rights or obligations of the Parties hereto, shall be assigned by either Party without the written consent of the other.

G. Governmental Immunity. The Town and its officers, attorneys and employees are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers, attorneys or employees.

H. Subject to Annual Appropriation. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first set forth above.

**TOWN OF MINTURN, COLORADO**

\_\_\_\_\_  
Hawkeye Flaherty, Mayor

ATTEST:

\_\_\_\_\_  
Jay Brunvand, Town Clerk

\_\_\_\_\_  
William Powell



**MINTURN GENERAL IMPROVEMENT DISTRICT**

302 Pine Street  
Minturn, CO 81645  
(970) 827-5645

**NOTICE OF MEETING AND AGENDA**

DATE: Wednesday November 5, 2014

TIME: 6:30 P.M.

PLACE: Minturn Town Center  
302 Pine Street  
Minturn, CO 81645  
(970) 827-5645

<u>Board of Directors</u>
Gordon "Hawkeye" Flaherty, Mayor
George Brodin, Mayor Pro Tem
Shelley Bellm
Earle Bidez
Jason "Ozzy" Osborne
John Rosenfeld
Matt Scherr
David Kleinkopf
Sarah J. Baker, Esq.

I. ADMINISTRATIVE MATTERS

- Approve Agenda.
- Review and approve minutes from the November 6, 2013 Board Meeting

II. FINANCIAL MATTERS

- Discuss and consider ratifying appointment of Town Staff to prepare 2015 GID Budget

Action Recommended: Motion to Ratify the Appointment

- Discussion/Action – 2015 General Improvement District Budget: Public Hearing and Board Comments

Action Recommended:

- a. Open Public Hearing
- b. Staff Presentation
- c. Public Comment or Testimony
- d. Council Comments
- e. Close Public Hearing

## MINTURN GENERAL IMPROVEMENT DISTRICT

Wednesday November 5, 2014

Notice of Meeting and Agenda

Page 2

- Discussion/Action – Consider adoption of Resolution No. 2014-11-01 a Resolution to adopt the Fiscal year 2015 Budget

Action Recommended: Motion to approve Resolution No. 2014-11-01 a Resolution to adopt the Fiscal year 2015 Budget as presented

- Discussion/Action – Consider approve of Resolution No. 2014-11-02 a Resolution to appropriate sums of money for the Fiscal year 2015 Budget

Action Recommended: Motion to approve Resolution No. 2014-11-02 a Resolution to appropriate sums of money for the Fiscal year 2015 Budget as presented

### III. OTHER BUSINESS

- Discuss and set meeting dates for 2015:
  - Board Meeting to consider budget approval set for November 4, 2015 6:30pm at the Minturn Town Center, 302 Pine Street, Minturn, CO 81645
    - a. Alternative Date: This item closely follows the State and the Town of Minturn's budget cycle. If an alternative is considered it should be considered as the Board in conjunction with the GID Council.

### IV. ADJOURNMENT

**MINTURN GENERAL IMPROVEMENT DISTRICT**

302 Pine Street  
Minturn, CO 81645  
(970) 827-5645

**OFFICIAL MINUTES**

DATE: Wednesday November 6, 2013

TIME: 6:30 P.M.

PLACE: Minturn Town Center  
302 Pine Street  
Minturn, CO 81645  
(970) 827-5645

<u>Board of Directors</u>
Gordon "Hawkeye" Flaherty, Mayor
George Brodin, Mayor Pro Tem
Shelley Bellm
Earle Bidez
Aggie Martinez
John Rosenfeld
Darell Wegert
David Kleinkopf
Sarah J. Baker, Esq.

I. ADMINISTRATIVE MATTERS

- Roll Call

Hawkeye convened the GID Board at 8:40pm and noted George B. was absent excused and all other members of the Council were present and that Ms. Sarah Baker was present to represent Battle Mountain Resort, and Mr. David Kleinkopf was absent.

- Approve Agenda

Motion by Shelley B., second by Darell W., to approve the agenda as presented. Motion passed (6-0). Note: George B. was excused absent.

- Review and approve minutes from the February 6, 2013 Board Meeting

Motion by John R., second by Aggie M., to approve the minutes as presented. Motion passed (6-0). Note: George B. was excused absent.

## MINTURN GENERAL IMPROVEMENT DISTRICT

Wednesday November 6, 2013

official minutes

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### II. FINANCIAL MATTERS

- Discuss and consider ratifying appointment of Town Staff to prepare 2014 GID Budget

#### A. Action Recommended: Motion to Ratify the Appointment

Motion by John R., second by Aggie M., to appoint the Town of Minturn Staff to prepare the 2014 GID Budget as presented. Motion passed 6-0. Note: George B. was excused absent.

- Discussion/Action – 2014 General Improvement District Budget: Public Hearing and Board Comments

#### B. Action Recommended:

##### a. Open Public Hearing

Hawkeye opened the GID Budget Public Hearing.

##### b. Staff Presentation

Jay B. reviewed the budget and answered any questions.

##### c. Public Comment or Testimony

There were no public comments.

##### d. Board Comments

There were no Council comments.

##### e. Close Public Hearing

The Public Hearing was closed.

- Discussion/Action – Consider adoption of Resolution No. 2013-11-01 a Resolution to adopt the Fiscal year 2014 Budget

Motion by Shelley B., second by Darell W., to approve adoption of Resolution No. 2013-11-01 a Resolution to adopt the Fiscal year 2014 Budget. Motion passed (6-0). Note: George B. was excused absent.

- Discussion/Action – Consider approve of Resolution No. 2013-11-02 a Resolution to appropriate sums of money for the Fiscal year 2014 Budget

It was noted the packet contained a reference to the 2013 budget when it should have been the 2014 budget. Although the resolution discussed during the meeting was the correct version it should be noted as such.

Motion by John R., second by Shelley B., to approve Resolution No. 2013-11-02 a Resolution to appropriate sums of money for the Fiscal year 2014 Budget as amended to reflect the Fiscal Year 2014 Budget. Motion passed 6-0. Note: George B. was excused absent

**MINTURN GENERAL IMPROVEMENT DISTRICT**

Wednesday November 6, 2013

official minutes

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- Discuss/Action – Update of the need to prepare and file the Application for Audit Exemption for the Fiscal Year 2013 General Improvement District.

Action Recommended: No action requested

III. OTHER BUSINESS

- Discuss and set meeting dates for 2014:
  1. Board Meeting to consider budget approval set for November 5, 2014 6:30pm at the Minturn Town Center, 302 Pine Street, Minturn, CO 81645.

Motion by Shelley B., second by John R., to set the next GID Board meeting for November 5, 2014 6:30pm at the Minturn Town Center, 302 Pine Street, Minturn, CO 81645. Motion passed 6-0. Note: George B. was excused absent.

IV. ADJOURNMENT

Motion by Shelley B., second by Darell W., to adjourn as the GID Board at 8:45pm. Motion passed (6-0). Note: George B. was excused absent.

\_\_\_\_\_  
Hawkeye Flaherty, President

ATTEST:

\_\_\_\_\_  
Jay Brunvand, Secretary

**RESOLUTION NO. 2014-11-01**

**RESOLUTION TO ADOPT BUDGET**

**A RESOLUTION SUMMARIZING EXPENDITURES AND REVENUES FOR EACH FUND AND ADOPTING A BUDGET FOR THE MINTURN GENERAL IMPROVEMENT DISTRICT, EAGLE COUNTY, COLORADO, FOR THE CALENDAR YEAR BEGINNING ON THE FIRST DAY OF JANUARY 2015, AND ENDING ON THE LAST DAY OF DECEMBER 2015**

WHEREAS, the Board of Directors of the Minturn General Improvement District (“District”) appointed Town staff to prepare and submit a proposed budget to said governing body at the proper time; and

WHEREAS, Town staff submitted a proposed budget to this governing body for its consideration; and

WHEREAS, upon due and proper notice, published in accordance with the law, said proposed budget was open for inspection by the public at a designated place, a public hearing was held on November 5, 2014, and interested taxpayers were given the opportunity to file or register any objections to said proposed budget; and

WHEREAS, the budget has been prepared to comply with all terms, limitations and exemptions, including, but not limited to, reserve transfers and expenditure exemptions, under Article X, Section 20 of the Colorado Constitution (“TABOR”) and other laws or obligations which are applicable to or binding upon the District; and

WHEREAS, whatever increases may have been made in the expenditures, like increases were added to the revenues so that the budget remains in balance, as required by law.

NOW, THEREFORE, BE IT RESOLVED BY THE Board of Directors of the Minturn General Improvement District, Eagle County, Colorado:

1. That estimated expenditures for each fund are as follows:

General Fund:           \$50.00

2. That estimated revenues or previous year carry forward for each fund are as follows:

General Fund:           \$50.00

3. That the budget as submitted, and hereinabove summarized by fund, hereby is approved and adopted as the budget of the Minturn General Improvement District for the year stated above.

4. That the budget hereby approved and adopted is made a part of the public records of the Minturn General Improvement District.

APPROVED AND ADOPTED this 5<sup>th</sup> day of November, 2014.

MINTURN GENERAL IMPROVEMENT  
DISTRICT

By: \_\_\_\_\_  
President

Attest:

By: \_\_\_\_\_  
Secretary

I, Jay Brunvand, hereby certify that I am a Director and the duly elected and qualified Secretary of the Minturn General Improvement District, and that the foregoing is a true and correct copy of the budget for the budget year 2014, duly adopted at a meeting of the Board of Directors of the Minturn General Improvement District held on the 6<sup>th</sup> day of November, 2013.

---

Secretary

**MINTURN GENERAL IMPROVEMENT DISTRICT  
PROPOSED BUDGET  
GENERAL FUND  
FOR THE YEAR ENDING DECEMBER 31, 2015**

	ACTUAL 2013	EST YE 2014	PROPOSED 2015
Beginning Funds Available	\$3,773	\$3,398	\$3,348
Revenue			
Property Taxes	\$0	\$0	\$0
Specific Ownership Taxes	\$0	\$0	\$0
Developer Advance	\$0	\$0	\$0
Miscellaneous Income	\$0	\$0	\$0
Total Revenue	\$0	\$0	\$0
Total Funds Available	\$3,773	\$3,398	\$3,348
Expenditures			
Accounting	\$0	\$0	\$0
Insurance	\$0	\$0	\$0
SDA Dues	\$0	\$0	\$0
Legal	\$375	\$50	\$50
District Management (Town Staff)	\$0	\$0	\$0
Reimbursement of ending Fund Balance to Developer	\$0	\$0	\$0
Operations and Maintenance of Public Improvements	\$0	\$0	\$0
Total Expenditures	\$375	\$50	\$50
Emergency Reserve	-	-	-
Total Expenditures Requiring Appropriation	\$375	\$50	\$50
Ending Funds Available	\$3,398	\$3,348	\$3,298

**RESOLUTION NO. 2014-11-02**

**RESOLUTION TO APPROPRIATE SUMS OF MONEY**

**A RESOLUTION APPROPRIATING SUMS OF MONEY TO THE VARIOUS FUNDS AND SPENDING AGENCIES, IN THE AMOUNT AND FOR THE PURPOSE AS SET FORTH BELOW, FOR THE MINTURN GENERAL IMPROVEMENT DISTRICT, EAGLE COUNTY, COLORADO, FOR THE 2015 BUDGET YEAR.**

WHEREAS, the Board of Directors has adopted the annual budget in accordance with the Local Government Budget Law, on November 5, 2014, and;

WHEREAS, the Board of Directors has made provision therein for revenues in an amount equal to or greater than the total proposed expenditures as set forth in said budget, and;

WHEREAS, it is not only required by law, but also necessary to appropriate the revenues provided in the budget to and for the purposes described below, thereby establishing a limitation on expenditures for the operations of the Minturn General Improvement District.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE MINTURN GENERAL IMPROVEMENT DISTRICT, EAGLE COUNTY, COLORADO:

1. That the following sums are hereby appropriated from the revenue or previous year carry forward of each fund, to each fund, for purposes stated:

General Fund:	\$ 50.00
Debt Service Fund:	\$ 0.00
Capital Projects Fund:	\$ 0.00
Emergency Reserve Fund:	\$ 0.00
Enterprise Fund:	\$ 0.00

ADOPTED this 5<sup>th</sup> day of November, 2014.

MINTURN GENERAL IMPROVEMENT  
DISTRICT

By: \_\_\_\_\_  
President

Attest:

By: \_\_\_\_\_  
Secretary

## Jay Brunvand

---

**From:** Jay Brunvand  
**Sent:** Friday, October 17, 2014 12:21 PM  
**To:** 'Cliff Thompson'; 'Dave Kleinkopf'; 'Sarah Baker'; Mary Jo Dougherty; Earle Bidez (ebidez@minturn.org); George Brodin (gbrodin@minturn.org); Hawkeye Flaherty (hflaherty@minturn.org); Jason "Ozzy" Osborne; Johnie Rosenfeld (jrosenfeld@minturn.org); Matt Scherr; Shelley Bellm (sbellm@minturn.org)  
**Cc:** 'Willy Powell (manager@minturn.org)'; 'Michael J. Sawyer'  
**Subject:** Minturn General Improvement District  
**Attachments:** 20141017120409394.pdf

Attached please find the agenda and packet for the annual GID meeting that will be held during the Minturn Town Council Meeting. As this is an annual meeting and we have had an election to the Minturn Town Council where new members were brought on, I am adding a little information for everyone's knowledge.

- State Statutes require every Council Member duly elected or appointed to the Town Council to serve on this GID, therefore, no appointment to also be on the GID Board is necessary when Town Council members go on or off the Council as elected.
- As such, each Council Member votes even if they were not present at the meeting held on November 6, 2013. As such, it is important that you review the minutes and are familiar with the issues. You will notice this was the case last year as well.
- David Kleinkopf and Sarah Baker sit as Ex-Officio Board Members. I (Jay), as the Town Clerk and Treasurer, sit as the Secretary and Treasurer to the GID Board.
- For the GID budget we have only one Public Hearing. Therefore, during the November 5 meeting you will publicly review and approve the GID Budget.

Please let me know if you have any questions or concerns.

Jay Brunvand, MMC  
Town Clerk/Town Treasurer  
P.O. Box 309  
Minturn, CO 81645

[treasurer@minturn.org](mailto:treasurer@minturn.org)  
970/827-5645

*Vail and Beaver Creek bring you the world, Minturn brings you Colorado!*





# Design Review Planner Report

10/3/14

J Hawkinson, Planner

Town of Minturn  
302 Pine Street  
Minturn, Colorado  
81654  
970-827-5645

**APPLICANT:** Garth Koellhoffer  
**DESIGNER:** Harvey Craig - 970-376-4141  
**REQUEST:** Design Review of the second addition to a duplex

**PLANNER**  
**RECOMMENDATION:** Approve Application

**LOCATION:** 436 Taylor Street, Minturn, CO

**DATE SUBMITTED:** August 26, 2014

**ZONING:** Residential - Game Creek Character Area

**PUBLIC NOTICE:** Agenda posted at Town Hall and on website

**BUILDING HEIGHT:** Maximum Allowed: Actual:  
28' at mid-roof line 28' at mid-roof line as per natural grade  
\*as per grade plans, the natural grade to the mid point is 28' in height

**LOT AREA:** 6,967 sq ft

**LOT COVERAGE:** Maximum Allowed: Actual lot coverage:  
50% 3,484 40% 2,786 sq ft  
(includes 50% of sq ft of 2nd story decks)

**SETBACKS:** Meets required setbacks: 20' front 5' side yards 10' rear yards  
\*1' roof overhang in side yard setbacks, meets code

**TOTAL BEDROOMS** 3

**PARKING SPACES:** Required: Actual:  
3 spaces 3 spaces - 2 in garage, 1 next to garage

**SNOW STORAGE:** Required: 200 sq ft Actual: 665 sq ft  
(2.5% of the total area of the required off-street parking loading area, inclusive of access drives, shall be designated snow storage area Sec 16-16-130)

**SITE PLANNING & DESIGN STANDARDS - CHAPTER 16 & APPENDIX B** - meets standards  
**ZONING CODE & BUILDING HEIGHT:** Home meets code as per definition: "Building height means the vertical distance from the natural grade to the top of the highest roof beams on a flat or shed roof, the deck line on a mansard roof and the average distance between the eaves and the ridge level for gable, hip and gambrel roofs. The maximum building height will be measured at the point of maximum height between natural grade & roof."



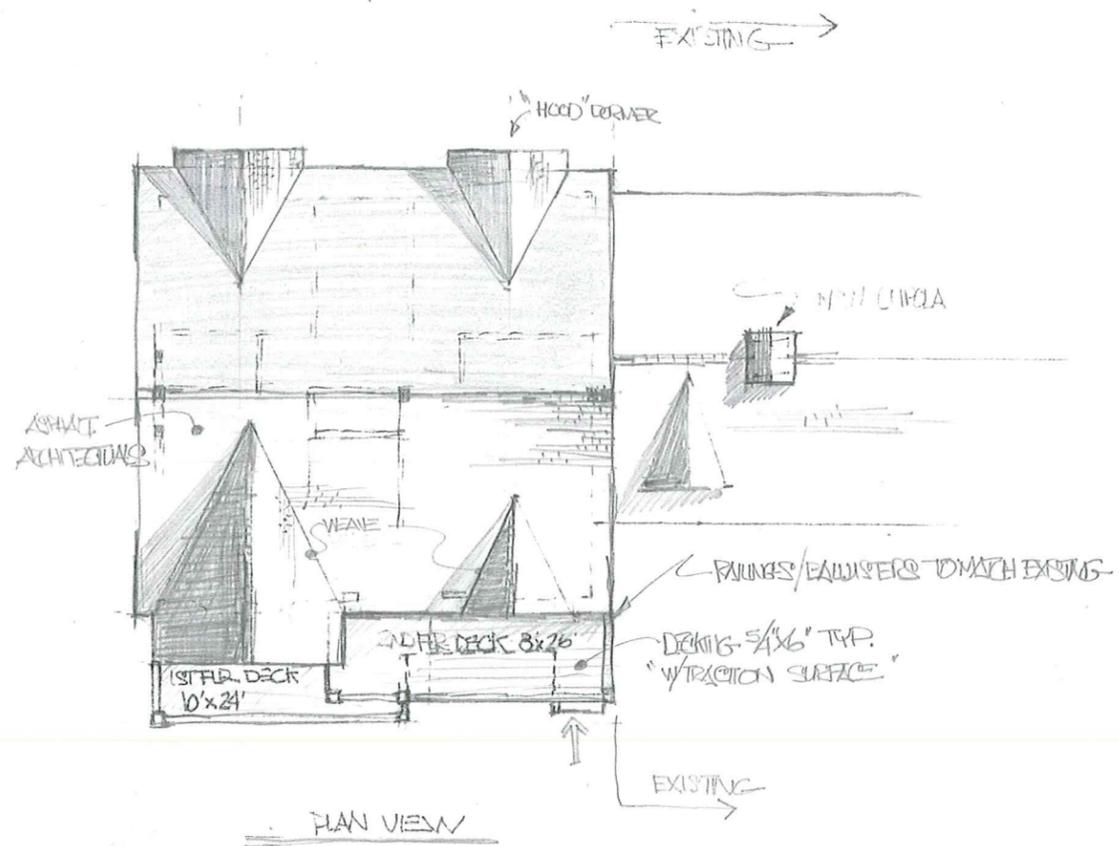


Koelhoffer Residence  
 436 Taylor Street  
 Minturn, Colorado 81645  
 West Elevation (Front of House)

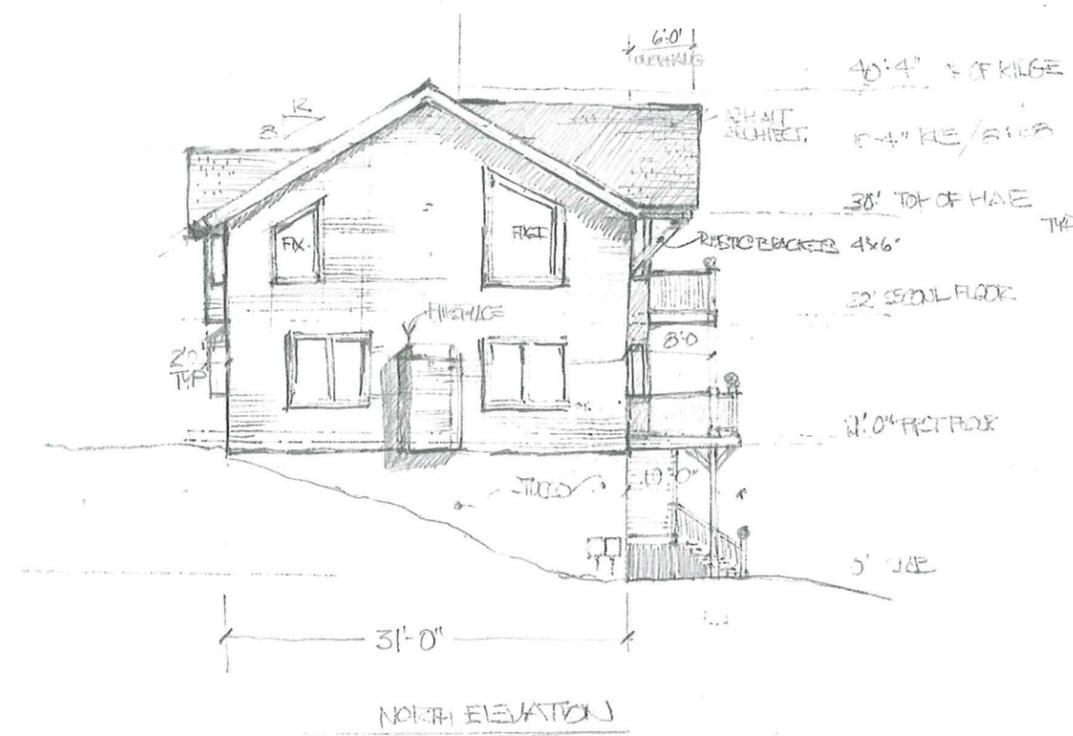
Owner:  
 Garth  
 Tel: 970-376-4141  
 email:

Drawn By:  
 Harvey Craig  
 Cell: 970-376-4689  
 harvola@hotmail.com  
 Date: 8/26/2014

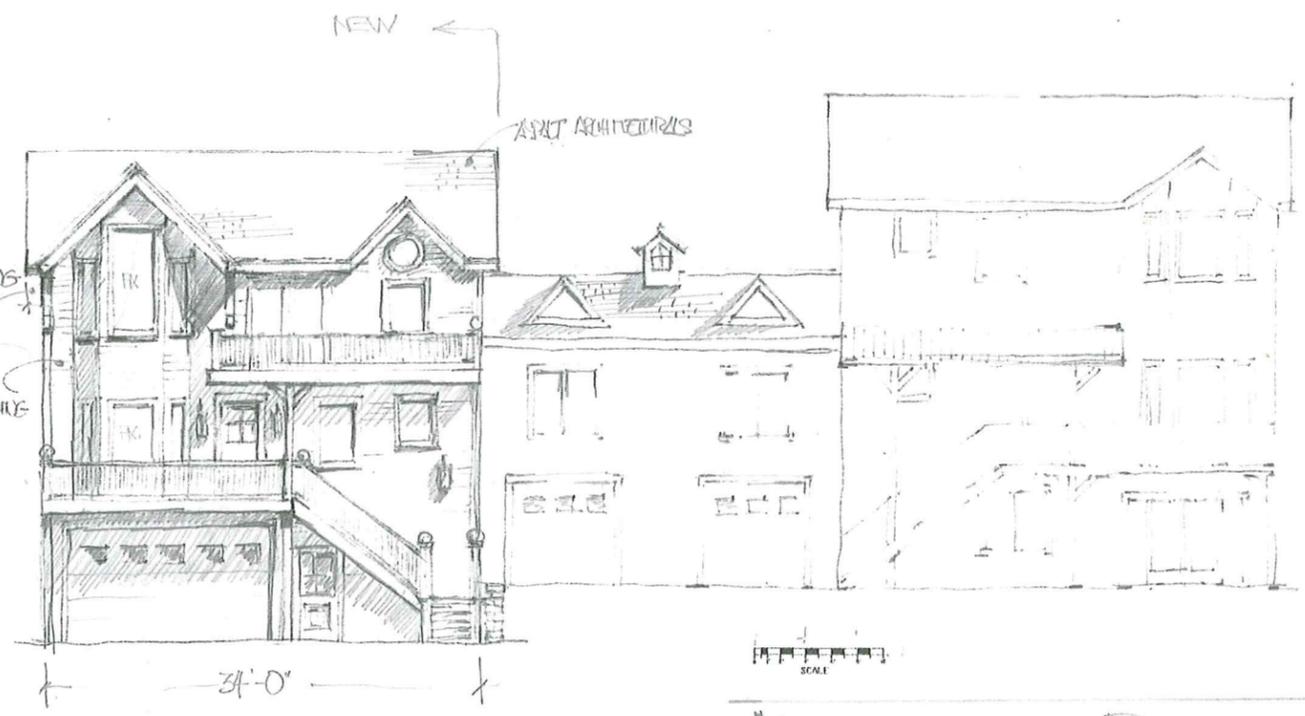
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PLAN VIEW



NORTH ELEVATION



WEST ELEVATION



**KOENHOFFER RESIDENCE**  
 N. TAYLOR 434, MINTURN CO 81645  
 DRAWN BY RICHARD LIONETTI 202 252 0766 18 AUG 2014  
 PROPOSED ELEVATIONS - NORTH & WEST ELEVATION



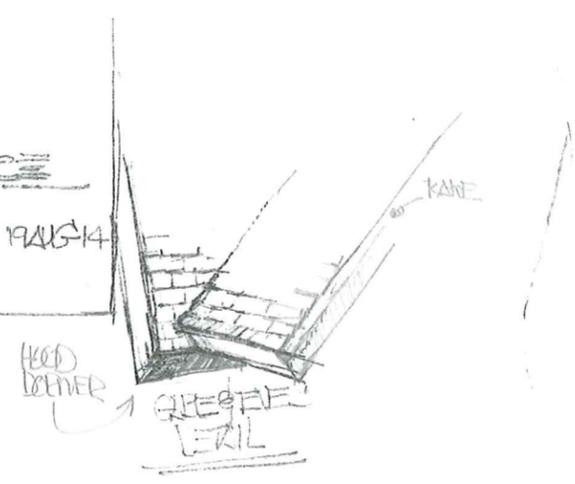
EAST VIEW

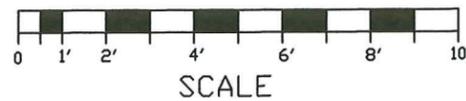
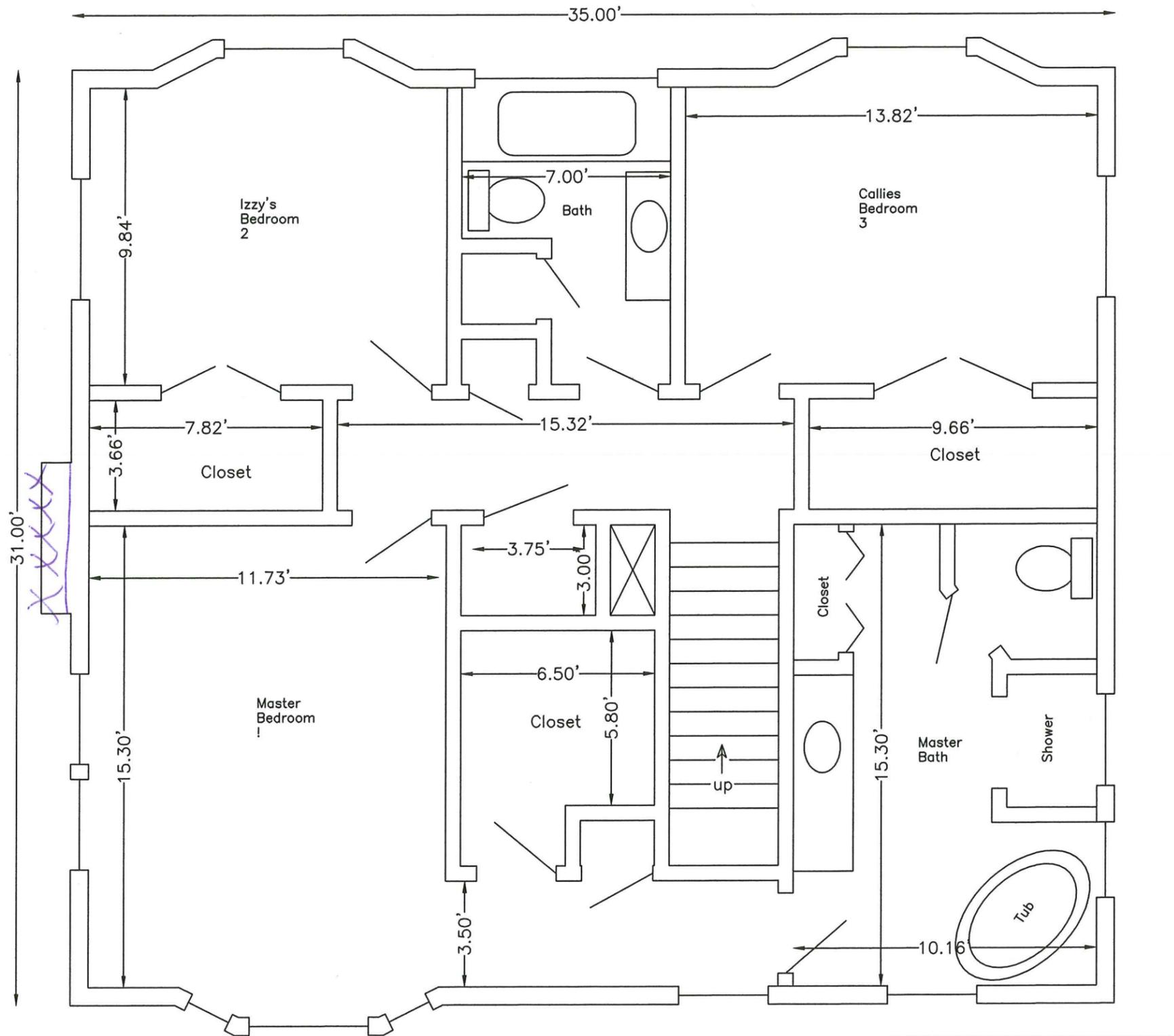
- FACING VAIL MOUNTAIN -

EXISTING

**KOELLHOFFER RESIDENCE**

N. TAYLOR 234 MINTURN CO 8645  
 DRAWN BY RICHARD LORETTI 205 252 0766 19AUG14  
 PROPOSED ELEVATIONS - EAST





Koelhoffer Residence  
 436 Taylor Street  
 Minturn, Colorado 81645  
 2nd Floor

Owner:  
 Garth  
 Tel: 970-376-4141  
 email:

Drawn By:  
 Harvey Craig  
 Cell: 970-376-4689  
 harvola@hotmail.com  
 Date: 8/26/2014

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 of



09.22.2014 10:07



09.22.2014 10:09

1120

TOWN OF MINTURN  
P.O. Box 309 ♦ 302 Pine Street  
Minturn, CO 81645  
Phone: 970-827-5645 Fax: 970-827-5545

William Powell, Acting Town Manager



Town Council  
Mayor – Gordon “Hawkeye” Flaherty  
Mayor Pro Tem – George Brodin  
Councilmember – Shelley Bellm  
Councilmember – Earle Bidez  
Councilmember – John Rosenfeld  
Councilmember – Jason Osborne  
Councilmember – Matt Scherr

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## MANAGER’S REPORT NOVEMBER 4, 2014

### **Pooh Corner**

Regulations for day care necessitate a six foot high fence around the play area. The Eagle County School District owns the property with Pooh Corner as tenant. The existing fence is a chain link fence and the District and Pre-School would like to stay with chain link material. The chain link fence has the advantage of the staff to see people outside of the playground, and residents can see children at play. However, chain link is currently not allowed by code and would require a variance. Additionally a variance for height is needed. The town has two alternatives.

The School District can apply for a variance which they are willing to do for good community relations. Alternatively, the town could make a decision to allow because the School District is an independent authority that does not have to abide by town regulations. Please give direction to staff.

### **Vail Restrooms**

The Town of Vail is making an existing, pre-fabricated restroom available to Minturn. The restrooms can generally be described as follows: men’s and women’s, two toilets and one sink each, a central mechanical room, stainless steel walls, seasonal use. Vail is removing the restroom to build a larger restroom and the removal will take place next Spring. Vail is negotiating a contract for removal and construction of the new restrooms. I have asked and they have agreed to include an alternate in the bid package for re-construction in Minturn. The restrooms could possibly be used at Little Beach or Boneyard. Both locations need utility extensions.

### **Dowd Junction**

I previously sent you an email about town desires for future uses at Dowd Junction if the USFS disposes. Staff has not yet met with FS officials and we are still trying to coordinate a date. Your thoughts are welcome.

**2yr Engineer Summary**

<b>DATE</b>	<b>BROCK</b>	<b>TST</b>	<b>NOTES</b>
5/1/14-9/15/14	8,750.00		IMTPR Rep for Minturn-CDOT/HWY 24
6/1/13-5/1/14	5,200.00		IMTPR Rep for Minturn-CDOT/HWY 24
05/31/2014		4,500.00	DOLA Grant
04/30/2014		3,300.00	DOLA Grant
02/28/2014		450.00	DOLA Grant
01/31/2014		1,725.00	DOLA Grant
01/31/2014		450.00	Eagle St Rehabilitation
12/31/2014		960.00	DOLA Grant and Eagle St
3/01/13-6/1/13	2,850.00		IMTPR Rep for Minturn-CDOT/HWY 24
11/30/2013		150.00	DOLA Grant
11/30/2013		15,073.99	Eagle St Rehabilitation
10/31/2013		1,308.00	DOLA Grant
10/31/2013		525.00	Eagle St Rehabilitation
09/30/2013		2,175.00	DOLA Grant
09/30/2013		2,480.00	Eagle St Rehabilitation
08/31/2013		11,212.50	DOLA Grant
08/31/2013		3,109.99	Eagle St Rehabilitation
07/31/2013		5,252.00	DOLA Grant
07/31/2013		6,321.69	Eagle St Rehabilitation
07/31/2013		17,325.00	DOLA Grant
07/31/2013		4,100.00	Eagle St Rehabilitation
06/30/2013		8,809.50	DOLA Grant
04/30/2013		1,135.00	Eagle St Rehabilitation
04/30/2013		625.00	water line under Cemetery Bridge
03/31/2013		450.75	South Minturn Sidewalk meeting
03/31/2013		8,243.00	Eagle St Rehabilitation
01/31/2013		3,400.00	DOLA Grant
01/31/2013		2,189.50	Eagle St Rehabilitation
<b>TOTAL</b>	<b>16,800.00</b>	105,270.92	
		60,567.00	DOLA Grant
		43,628.17	Eagle St Rehabilitation
		1,075.75	Misc

**ACTION ITEMS REPORT**

From: Town Manager  
 Oct. 28, 2014

Action Item	Responsible staff	Status
Eagle River Park Grant "History Walk in the Park" and bathrooms	Hawkinson	foundation wall installed, bathrooms being constructed in shop Design for educational portion beginning
Rec Property Clean-up	Martinez	berm constructed. Continue grading, cleanup and beautification
Boneyard	Hawkinson	slash piles cleaned, VSSA and boy scouts
Little Beach Park perfect ownership	Powell	quiet title action to be filed
TAP grant--South Minturn sidewalks	Hawkinson	Grant submitted grant denied
Memorialization Guidelines		staff collecting models from other municipalities
Minturn Fitness Center	Powell Rosenfeld Bidez Sawyer	Bylaws reviewed on and commented by town reps Funding agreement drafted review construction/soft cost expenses mixer installed and job complete transfer ownership to MFC achieve 501.c.7 non-profit status
Minturn Education Fund	Powell	Bylaws approved by MEF Board achieve 501.c.3 non-profit status scholarships awarded
Zoning Code Amendments	Hawkinson Powell Sawyer	staff review and recommendations P&Z review and recommendations Council review and adoption
Guide Sign Plan	Metteer	Staff provides plan for Council review first meeting Jan. Take to CDOT for approval
Water Rate Structure and Rates	Powell water committee	financial runs being performed by UEWSD Council reviews recommendation Potential Amendments to Water Ordinance