



2015

# Minturn Council Meeting

Wednesday November 4, 2015

**Work Session:** 5:30pm  
**(Town Center)**

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

**PLEASE REMEMBER TO BRING  
YOUR 2016 BUDGET BOOK.**



## **Agenda**

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

**Wednesday November 4, 2015**

**Work Session – 5:30pm**  
**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 FY2016 Budget Book**

- Q&A on scheduled Resolutions
- Parks Committee
- 2016 Budget Review – Powell/Brunvand

**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 21, 2015

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

**5. Special Presentations**

- Committee Report

**PUBLIC HEARINGS AND ACTION ITEMS**

**6. Action Item: Proclamation in support of Colorado Gives Day – Powell**

**7. Public Hearing: – 1st Public Hearing on proposed fiscal year 2016 Budget – review Public Funding Requests – Brunvand**

- Committed Community Funding Requests
  - Augustana/Castle Peak - Lisa Pease
- Community funding requests – Brunvand
  - Vail Valley Partnership - Chris Romer
  - Radio Free Minturn - Brian Duchinsky
  - Walking Mountain Science Center - Doug Dusenberry
  - Minturn Community Fund – Diana Scherr
  - Other Funding Questions – Brunvand
  - Question/Answer

**8. Action Item: Resolution 15 – Series 2015 Consideration of a Resolution authorizing the Mayor to sign an IGA with Eagle County for Animal Control Services – Brunvand**

**9. Action Item: Resolution 16 – Series 2015 Consideration of a Resolution authorizing the Mayor to sign an agreement with Intermountain Engineering for preliminary engineering services for the Dowd Junction to Minturn Trail – Powell**

**10. Action Item: Resolution 17 – Series 2015 Consideration of a Resolution authorizing the Mayor to sign an agreement with Western Land Group, Inc for Bolts Ditch consulting and lobbying services – Powell**

**GENERAL IMPROVEMENT DISTRICT**

**11. Action Item: ADMINISTRATIVE MATTERS**

- Approve Agenda.

- Review and approve minutes from the November 5, 2014 Board Meeting
- Review of Corporate Communications – Baker

## 12. FINANCIAL MATTERS

- Discuss and consider ratifying appointment of Town Staff to prepare 2016 GID Budget

Action Recommended: Motion to Ratify the Appointment

- Discussion/Action – 2016 General Improvement District Budget: Public Hearing and Board Comments

Action Recommended:

- Open Public Hearing
- Staff Presentation
- Public Comment or Testimony
- Council Comments
- Close Public Hearing

- Discussion/Action – Consider adoption of Resolution No. 2015-11-01 a Resolution to adopt the Fiscal year 2016 Budget

Action Recommended: Motion to approve Resolution No. 2015-11-01 a Resolution to adopt the Fiscal year 2016 Budget as presented

- Discussion/Action – Consider approve of Resolution No. 2015-11-02 a Resolution to appropriate sums of money for the Fiscal year 2016 Budget

Action Recommended: Motion to approve Resolution No. 2015-11-02 a Resolution to appropriate sums of money for the Fiscal year 2016 Budget as presented

## 13. OTHER BUSINESS

- Discuss and set meeting dates for 2016:
  - Board Meeting to consider budget approval set for November 2, 2016 6:30pm at the Minturn Town Center, 302 Pine Street, Minturn, CO 81645
    - 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)

<b>COUNCIL AND STAFF REPORTS</b>
----------------------------------

## 15. Town Planner

**16. Town Manager**

**17. Town Council Comments**

**18. Town Attorney**

**EXECUTIVE SESSION**

**19. Executive Session:** An executive session for the purpose of conferencing with the Town Attorney for the purposes of receiving legal advice on specific potential pending legal action under C.R.S. Section 24-6-402(4)(b) – Powell/Sawyer

**Direction given as a result of the Executive Session:**

**FUTURE AGENDA ITEMS**

**20. Next Meeting – November 18, 2015**

- Meeting: Discussion/Action – 2<sup>nd</sup> Public Hearing on proposed fiscal year 2016 Budget and First Reading of Budget Ordinances – Brunvand 11/18/15

**21. Future Meetings:**

- Meeting: Discussion/Action – 2<sup>nd</sup> and Final Reading of proposed 2016 Budget Ordinances – Brunvand 12/2/15

**22. Set Future Meeting Dates**

a) Council Meetings:

- November 18, 2015
- December 2, 2015
- December 16, 2015

b) Planning & Zoning Commission Meetings:

**23. Other Dates:**

**24. Adjournment**

# Planning Department Report 2015 - 2016

# Parks Committee 2016

## Little Beach Park:

### Priority:

1. water & sewer - Public Works can dig with new track-ho
2. new restrooms
3. is a pavilion still wanted?
4. grant writing and matching grant opportunities

### Funding:

\$250,000.00 - Annexation Agreement  
Grant Match - need construction drawings - \$7,500

Town Funding 2016: \$7,500

## Eagle Park:

### Priority:

1. Restrooms complete - sign on highway "Minturn Market"
2. Complete history sign (at Igm studios)
3. Bench

### Funding:

\$5,000 remaining from Eagle Grant to complete sign & bench

Town Funding 2016 - none

## Boneyard Conservation Easement:

### Priority:

1. water & sewer to public restrooms? - or composting bathrooms - Little Beach Park first
2. trail clean-up
3. river access
4. benches & picnic tables

### Funding:

\$0.00

Town Funding 2016 - none

Grant writing lower priority than Little Beach Park

## Remaining \$20,000 (Eagle Count Grant 2015)

to be used for:

Priority:

1. bell tower to hang the historic original Minturn school bell
2. flower boxes on bridge
3. additional history signs
4. bridge decoration

Total 2016 Budget Needs: \$7,500

(Little Beach Park Construction Drawings)

# Railroad Committee 2016:

## ECO - Trail:

### Priority:

1. ECO Trail connection from DOWD Junction to Minturn Railroad Avenue
2. History Signs - turn-table - route - years of operation (eagle grant)
3. "Turn-Table" Annual Party: an annual event to bring members of Town together, honor past Minturn residents and celebrate present.

### Funding:

Town Funding 2016 - \$50,000 to match construction grant for spring of 2016

- \$1,000 "Turn-Table" Annual Party

Signs - \$0.00

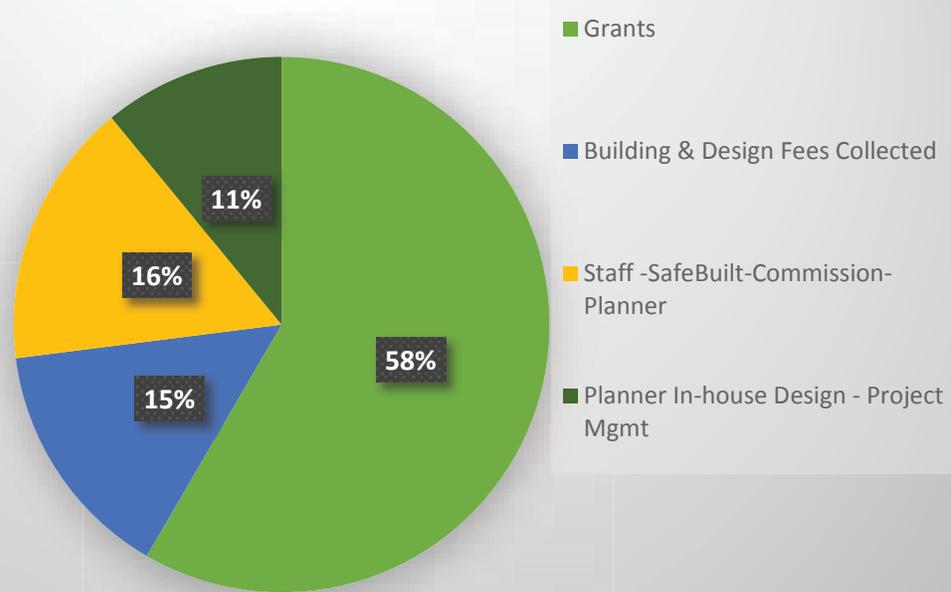
Total 2016 Budget Needs: \$51,000

## **Planning Department 2016:**

1. Plan with Council, P&Z, Town Manager, 100 block landscape/hardscape
2. DOWD Junction to Minturn Trail - RR Committee, Manager
3. Assit in TAP Grant engineering & Design
4. Phase 2 Zoning Code Amendments - Manager, Attorney
5. Complete Conservation Easement with Eagle County
6. Complete Public Works Master Site Plan - Manager, Public Works
7. Lighting patterns determined on 100 block - Council, P&Z, Manager, Public Works, Engineers
8. Little Beach Park Construction Plans - Restroom
9. Assist with Forest Service Sites
10. Design & Implement Historic Bell
11. Design & Implement History Signs
12. Manage Building Department and Building Permit Applications
13. Manage Design Review
14. Manage Planning Commission

## **Other Goals or Objectives for Planning Department?**

## Planning Department 2015



The 16% yellow represents: the Staff Services of the building department - SafeBuilt, - the planner and the planning commission - salaries and taxes

The 58% green are grants: project design, mapping, application submittal, research, text, formatting, done in-house by the Planner, the Town Manager and the Town Clerk.

Large cost savings and financial gain for the Town of Minturn:

IGA Boneyard Conservation Easement: \$45,000  
Restroom History Grant: \$50,000  
Eagle Social Grant: \$25,000  
TAP Grant- South Minturn Sidewalks: \$320,000  
DOLA Grant – Entrance: \$290,000  
**Total: + \$730,000.00 (this is from 3/2014 - 9/2015)**

Economic Development & Planner : national media for Minturn in forms of newspaper articles, television, social media and website: Town Financial Benefit??? (+20,000)

The 15% blue: represents the building fees, design review fees and water tap fees collected by the Planning Department

The 11% dark green: represents in-house services of money saved to the Town with the Planner creating: drawings, diagrams, zoning code re-write & new code drawings, project development, project management of restrooms, zoning code maps, public open houses, etc..



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

---

**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 this meeting we will concentrate on the Community Funding requests.

During the past several meetings we have discussed and agreed on a number of goals and projects to complete in 2015 and to accomplish in 2016. This Worksession we will allow time to accommodate any final questions that the Council may have.

During previous meetings we reviewed the budget page by page. From that discussion the following items were directed from Council:

- Council requested staff to review each staff position for wage fairness. Over the summer, as stated in our Employee Manual, a wage study was completed and over the next few months Staff will review each job and job description to ensure the needs of the Town are best met. At the last meeting it was noted the wage review recognized a significant wage discrepancy between like positions in like communities. Council requested the Manager and Treasurer to increase the wage pool in order to bring the Town's wages into line with the wage study for 2016 and beyond and to modify and adjust our pay categories to better reflect the jobs performed and in relation to the like communities as reflected in the wage survey.
- During review of the budget it was noted the cost of the employee insurance coverage would be decreasing by over 7% from 2015.
- Council received a complete detailing of the Economic Development Department to include the projects being undertaken by that Department, the proposed events, and updates on some of those events.
- Council received an updated from the Eagle County Sheriff's Office on the success of our police coverage contract with the ECSO. Several enforcement measures were detailed including changes made with the way the school bus travels its route. This was in order to eliminate the traffic jam and dangerous traffic situations for the students. Items where the Council felt the ECSO should be stronger were discussed and addressed.

- Council has had a presentation from the Public Works Department over the summer that included:
  - Discussion of projects on going and future goals. This conversation outlined the improvements to the chlorination system as well as other upgrades to the infrastructure system, plant, and property.
  - In a previous meeting goals were set on how the Lease Lot would be organized to accommodate leasing needs in the community, pricing, and the berm wall.
- In past meetings we have heard from the Planner on issues and needs in the Planning Department as well as on going grant opportunities and Capital Improvement opportunities. This has been incorporated within the Capital Improvement budget by way of specific projects and ongoing maintenance for our roads and infrastructure. Additionally, code enforcement needs have been discussed and are being addressed at Staff level.



## Official Minutes

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

**Wednesday October 21, 2015**

**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 FY2016 Budget Book**

- 2016 Budget Review: Decision Points – Powell/Brunvand

### Regular Session – 6:30pm

#### 1. Call to Order

The meeting was called to order by Mayor Hawkeye F. at 6:30pm.

- Roll Call

Those present included: Mayor Hawkeye F. and Town Council members, George Brodin, Matt Scherr, Earle Bidez, Shelley B., and Jason “Ozzy” Osborne.

Staff present: Town Attorney Jeff Conklin, Town Manager Willy Powell, Town Clerk/Treasurer Jay Brunvand, and Town Planner Janet Hawkinson.

- Pledge of Allegiance

## **2. Approval of Agenda**

- Items to be Pulled or Added

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

## **3. Approval of Minutes**

- August 19, 2015

Motion by John R., second by Shelley B., to approve the Minutes of August 19, 2015 as presented. Motion passed 7-0.

- September 1, 2015

Motion by Shelley B., second by John R., to approve the Minutes of September 1, 2015 as presented. Motion passed 5-0. (Abstaining were Earle B. and Ozzy O. as they were not at the meeting.

- October 7, 2015

Motion by John R., second by Ozzy O., to approve the Minutes of October 7, 2015 as presented. Motion passed 7-0.

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

Mr. Masson Davey, Weston Snowboards, requested the Town wait until spring to start the entry way construction as it would be a burden on a small business.

Willy P. noted the construction deadline is October 30 for phase I. Matt S. asked if the concern was the new layout of the project or the impact of the construction. Mr. Davey stated the project impacts his parking so it is a problem both during the construction and long term. Willy P. stated the project is in accordance with the CDOT right of way clear vision policy. CDOT has said they will not issue a permit with the said parking. Willy P. noted the pedestrian friendly improvements included in the project. Willy P. stated that Mr. Clark (Weston owner) has always known that he owns basically the footprint of the building and the property has essentially no parking. The Town has continually worked with Mr. Clark on this aspect.

## 5. Special Presentations

- Updated from Castle Peak Senior Care Community by Lisa Pease

Ms. Lisa Pease, Augustana Care, updated the Council on the project. The construction is on time and on budget for completion fall 2016.

Shelley B. asked about Medicare/Medicaid and inquired if a person without that would have to pay out of pocket; yes this is the case. She felt this would be a significant impact on the local senior community.

Ms. Marka Brenner, Minturn Realty, asked if there were veteran benefits or privately funded opportunities for those that are not able to pay; they are working with this.

It was noted Medicare does not pay for assisted living at all, Medicaid will in a qualified program. It is recognized that many do not have the savings and so important for Castle Peak to control their costs.

Direction was to include the additional \$5,000 funding request in the 2016 budget. FY 2016 will total \$15,000 and 2017 will total \$10,000. This will finish the Town's contribution commitment.

- Update from Eagle County Sheriff's Office – Powell

Sheriff Van Beek, Eagle County Sheriff's Office, introduced Under Sheriff Mike McWilliams, and introduced Deputies Phillip Cusick and Josiah Hart. The two Deputies are our two full time officers.

Ozzy O. noted that it does not appear that we are getting the full contract patrol hours. Sheriff Van Beek noted the concern and explained how the data is collected. He stated it has been a struggle but felt we were being afforded the full coverage.

The Council stressed their concerns of in-Town speeding, the school bus routes, etc.

Hawkeye asked about business and bar checks; it was noted the officer's schedule does float so they have a presence in Town during the day, evening, and night at various times.

- Committee Report

## PUBLIC HEARINGS AND ACTION ITEMS

### 6. Action Item: Resolution 13 – Series 2015 Consideration of a Resolution of support for the submission of a grant for trail funding – Metteer

Michelle M. introduced a project that has quickly presented itself for the Town and is asking the Council for its support of a grant that will be used to build a beginner bike/hike trail. Michelle M. introduced Mr. Bill Hoblitzell who outlined the project and the grant for the Council. It was noted much of the trail currently exists and would only require upgrades. The

trail runs along the right-a-way from the Minturn Townhomes and exits at Cemetery Rd. A second trail runs from Cemetery Rd around the back of Public Works and the Lease Lot area (810 Cemetery Rd). It was noted that the grant writer is already secured, the grant would be approximately \$20,000; the Town's portion would be approximately 3%.

Discussion ensued as to the planning of the trail locations to include the Colorado Parks and Wildlife and other state and state wide organizations; yes, this will be part of the process.

Discussion ensued as to the long-term maintenance of the trails and like issues. It was noted this is a long term project and often the mountain bikers themselves help to maintain the trails at little cost to the Town but that it would involve some costs from the Town.

Ozzy O. noted the Grand Junction area has a lot of state and out-of-state visitors for their path systems. The trails proposed would be for pedestrian and mountain bike use. It was noted Minturn has one of only two gun ranges in the County and it is important to keep the distance.

Motion by Ozzy O., second by Shelley B., to approve Resolution No. 13 – 2015 a Resolution of support for the submission of a grant for trail funding with a Town funding cap of \$1,500 as presented. Motion passed 7-0.

**7. Action Item: Resolution 14 – Series 2015 Consideration of a Resolution to approve a variance at 175 Williams St – Hawkinson**

Janet H. introduced the Variance and the location. She noted this is not a conditional use consideration as it is a use by right in this district, it is for the Consideration of a Variance requesting a modified parking plan. The plan under consideration is to lease specific designated parking spaces in the Municipal Lot to the applicant. This differs from other Town parking agreements in that they do not have specific spaces leased, rather they have nonexclusive parking throughout Town that may be available.

Janet H. introduced the applicants Ryan and Nancy Richards. Mr. Richards outlined the plan as a boutique bunkhouse and suites, with 24 hour staffing, drug and alcohol free sustainable company. The variance request is for 20 offsite parking spaces requested to be in the Municipal Lot (muni lot). The cost of each space would be determined based on the calculation for other leases.

Public Hearing opened.

Janet H. read the conditions placed on the variance by the Planning Commission which are included in the proposed Resolution.

Discussion ensued as to the enforcement of the parking plan. The Richards outlined their proposed vehicle regulations. Handicap parking and access were also discussed; the building is handicap compliant. It was noted that the building is a difficult area and in a tight corner.

Ms. Marka Brenner, Minturn Realty, noted that area of Williams St is used for snow storage and is removed in an inconsistent timeframe. This storage would directly affect the proposed project.

Mr. Brian Sipes, 102 Nelson, is not opposed to the Bunkhouse concept. He feels the Town is setting a precedent in that we are considering a variance for parking which would set the use for the building. He said the code actually requires only seven parking spaces based on the number of units in the "lodge".

It is noted here that three letters were submitted from the public regarding this proposal and they are attached at the end of the Official Minutes.

Mr. Tom Sullivan, 116 Nelson Ave, stated the Town has to decide if they want business or does not want business. He stated that with the smaller lots, most buildings in Town would need a parking variance. He felt the restrictions placed on this proposal were very restrictive, and cumbersome to manage. That will affect the Town in that the Town will have to manage the restrictions. The more regulations we place on a business the harder it is for them to be successful. Mr. Sullivan stated he was in support of the proposal.

Ms. Beth Levine spoke as the architect for the Richards. She spoke in support of the variance to allow a specific use in an existing building which has been vacant since the building was completed.

Ms. Marka Brenner, Minturn Realty, spoke in support however she has a concern that Minturn lacks an overall parking plan and policy. She encouraged the Town to address this issue.

Mr. Eric Cregan, owner of Magustos Restaurant 101 Main, spoke in support of the project.

Ms. Sage Peterson, Sticky Fingers Café 122 Main, spoke in support of the project.

Mr. Roy Vasquez, 201 Boulder, submitted a letter to the Council which was read into the record by Hawkeye in opposition to the project based on the parking concerns stated. He also stated the snow removal needs to be stepped up to alleviate the long term storage of snow in the parking areas.

Mr. Randy Milhoan, 141 Williams St, spoke in opposition to the project due to the parking concerns.

Mr. Masson Davey, 432 Main St., spoke in support of the project.

Jeff C. noted, based on the proposal, a parking space requirement was calculated. The variance is a result that much of that parking requirement is not available on site. The variance is to allow the project to have offsite parking. He noted the Planning Commission reviewed this project under the existing code.

Public Hearing was closed.

Shelley B. asked what the lease holders get for their parking agreement; they get first come first serve, the Town maintains the parking lot and snow removal. Under the agreement they would clear their own parking of snow, they would pay the same per space cost, and they would get exclusive spaces.

Discussion ensued as to the cost of parking and if we could expand the muni lot we currently lease.

George B. asked if they are required to lease from the Town or if they can show a lease from another owner that has the needed spaces. It was noted that this would need to be a long term solution not a seasonal accommodation. It was noted they could obtain parking and be in compliance with the variance as long as it was in conformance with the other requirements in the proposal/variance.

John R. stated that we need to encourage businesses and we need to work with the parking in Town. He stated he felt the conditions were fair and this was the definition of economic development.

Ozzy O. stated he supported Mr. Richards and supported his proposal. He stated the sales tax this business is expected to generate would pay for needed road repairs.

Earle B. stated the proposal is taking steps to provide parking outside the core of Main St. He stated the parking problem can be a burden to the other neighbors.

Shelley B. felt some of the conditions were overstepping bounds by the Planning Commission by saying who would use the onsite parking. She felt that it should be stated in the variance that there would be no on street parking along Main and the adjacent streets.

Officer Cusick, ECSO/Minturn PD, outlined the established parking regulations and how difficult or even legal it would be to enforce the proposal.

Discussion ensued as to the Resolution and what should or should not be included.

Hawkeye stated he had seen the Town over allocate the parking. His concern was where do the vehicles park over and above the 20 spaces allocated? Hawkeye felt the allocation was not sufficient and that would impact the existing residents or businesses. Mr. Richards stated the reservations would be closed when the parking was full. Jeff C. noted this is an allocation derived from a calculation, you cannot require a resident or business to stop taking guests if their parking is full.

Motion by John R., second by Ozzy O., to approve Resolution No. 12 – 2015 a Resolution to approve a variance at 175 Williams St. as modified. Motion passed 7-0.

## COUNCIL AND STAFF REPORTS

### 8. Town Planner

### 9. Town Manager

Hawkeye asked about cost overruns on our street projects; Railroad was over but we did not do N. Main which accommodated that. The entryway has had to deal with various states of age and disrepair which has taken longer but it is still considered on schedule. Railroad Ave and Norman Ave are completed. It was noted the electric pole is on the schedule for Xcel Energy to remove.

### 10. Town Council Comments

### 11. Town Attorney

## EXECUTIVE SESSION

Motion by Shelley B., second by Ozzy O., to extend the meeting past 11pm. Motion passed 7-0.

**12. Executive Session: An executive session for the purpose of conferencing with the Town Manager for the purposes of receiving direction and advice on the purchase, acquisition, lease, transfer or sale of any real property or other property under C.R.S. Section 24-6-402(4)(a) and for the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators under C.R.S. Section 24-6-402(4)(e) – Dowd Junction and CDOT legal matter – Powell/Sawyer**

Motion by Ozzy O., second by John R., to convene in executive session for the purpose of conferencing with the Town Manager for the purposes of receiving direction and advice on the purchase, acquisition, lease, transfer or sale of any real property or other property under C.R.S. Section 24-6-402(4)(a) and for the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators under C.R.S. Section 24-6-402(4)(e) and for the purposes of consulting with our attorney on the issue of CDOT pursuant to 24-6-402(4)(b) – Dowd Junction and CDOT legal matters. Motion passed 7-0.

Direction given as a result of the Executive Session was to authorize the Mayor to sign the Agreement of Intent with the Forest Service, subject to the review and approval of the Dowd Junction Committee, the Town Manager, and the Town Attorney.

**FUTURE AGENDA ITEMS**

**13. Next Meeting – November 4, 2015**

- Meeting: Discussion/Action – 1st Public Hearing on proposed fiscal year 2016 Budget – review public funding requests – White/Brunvand 11/4/15
- Review of the Jake/air compression Brake law

**14. Future Meetings:**

- Meeting: Discussion/Action – 2<sup>nd</sup> Public Hearing on proposed fiscal year 2016 Budget and First Reading of Budget Ordinances – Brunvand 11/18/15
- Meeting: Discussion/Action – 2<sup>nd</sup> and Final Reading of proposed 2016 Budget Ordinances – Brunvand 12/1/15
- Marijuana discussion – late 2015/early 2016

**15. Set Future Meeting Dates**

a) Council Meetings:

- November 4, 2015
- November 18, 2015
- December 2, 2015

b) Planning & Zoning Commission Meetings:

**16. Other Dates:**

**17. Adjournment**

In that there was no further business to discuss the meeting stood adjourned at 12:05am.

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

ATTEST:

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

October 7<sup>th</sup>, 2015

Roy and Loraine Vasquez

62 Toledo

Minturn CO, 81645

970-827-9247

Minturn Town Council

RE: Variance application for 175 Williams Street, Minturn CO, 81645

Mayor Hawkey,

Please accept this as my written response to the application to the Minturn Town Council on the planned variance application for 175 Williams street, The Molly G commercial building. I speak as a home owner with a long history paying close attention to the parking issues of this town. Minturn has been my home for over 73 years. I am acutely aware of the parking situation. I personally have issue trying to park my own vehicles in front of my own home. My home is located within visual site of the building proposing a request for additional parking. My issue is that the parking situation in my immediate area is already at maximum capacity. The Ironworks building across the street is a prime example. The building has a pre designed parking situation that has daily overflow. Parking in this area is already at a shortage from this one buildings overflow alone. I cannot foresee where the residents of the Molly G building will be parking. If they believe they can park along Toledo, Pine, Main or Boulder there simply is no more room. The original parking design along these streets was for single family homes with some light commercial on Main Street. Over the years I have witnessed that many homes now have more and more people living in them with the added cars as the end result. Molly G would need to park in the area of the municipal parking lot to even consider adding parking. If the town would like to create more parking this area is seemingly the only last area left to facilitate this parking issue.

Please utilize this letter as my **NO** vote for additional approved parking for this application.

Roy & Loraine Vasquez

*Roy & Loraine Vasquez*

*Oct 7 - 2015*

21 October 2015

Mr. Mayor, Mr. Mayor Pro-Tem and members of the Council,

I am unsure if I will be able to attend your meeting on Wednesday, 21 October 2015 and ask that this letter be made part of the public record with respect to the Variance from town code parking standards that is request by the Bunkhouse project in the Mollie G.

My office is at 175 Williams St. Suite 204 (second floor of the Mollie G directly above the proposed entry to the Bunkhouse project). My wife and I are scheduled to close on the home at 102 Nelson Ave on 29 October. I am a 21 year resident of Avon and we have always loved Minturn and are committed to this community as our long term home.

We are not opposed to the idea of the Bunkhouse. We want that to be clear. We love Minturn because it is not Vail/Beaver Creek/Avon and dearly want it to remain authentic and funky! Bringing a different kind of visitor with a passion for our town and for the mountain lifestyle is a great idea. However we worry about precedent and the cumulative effect of decisions that are not made with respect to the town code.

I attended the Planning Commission meeting last week after seeing the public notice sign on our building. Our property owner and property manager had neglected to inform any of the existing tenants of this pending application. Over the last week I've had a chance to review the town code and I believe the variance application before you is premature because the town code currently does not have a parking requirement indicated for this use and therefore nothing against which to issue a variance.

All transient lodging uses currently listed in the code anticipate a series of rooms that individual guests would rent and the parking standard is per room. A literal interpretation of the parking requirements currently in the code would not require a variance. It is only because everyone agrees that this use will require more parking that a variance was requested. But no process was undertaken to establish the requirement. The applicants request was the only consideration.

One week of reading in no way makes me an expert in the code, but it would seem that a review of the proposed use to see what special and unique conditions it presents to the town is necessary to establish the requirements for parking and perhaps also establish where this type of use would be appropriate. It would also seem prudent to establish if this is a use by right or a conditional or limited use. Acting tonight to grant the variance in my opinion would say that both the requirement and the relief from the requirement can be granted by a variance application.

During the Planning Commission hearing last week, the planning commission seemed to make two findings that led to their approval of the variance. The first is that the Bunkhouse use is a use by right and the second was that the Mollie G would require a variance for parking for any use to occupy the main level where the Bunkhouse is proposed. I believe both findings are incorrect.

A literal reading of the code finds only two uses that would require more parking than is available - restaurant and clinic.

There are several examples in town of variances or exceptions to the parking standards being made for restaurant uses. It is therefore reasonable to assume that a parking variance for a restaurant in the Mollie G would be granted. Clinics users are very short term and it would be justifiable to assume they could use street parking without any significant impact to the town. Therefore neither of these uses sets a precedent that would transfer to the proposed bunkhouse lodging use.

The Mollie G has 12 garage spaces, one accessible space for the upper level that is accessed from Nelson and 6 (including 1 accessible) spaces in front. Each of the apartments and the upper level commercial space (my office) have 2 spaces in the garage leaving 4. My office is 750 sf and so requires 3 spaces per code and the accessible space off Nelson is my third. That leaves 4 spaces in the garage and all 6 spaces in front (10 total) for the downstairs tenant. The downstairs tenant space is 2,475 sf (not counting common area).

Here are the possible uses and parking as contemplated under the code:

Office	1 space per 250sf	$2475/250=9.9 \sim 10$ spaces
Retail	1 space per 300sf	$2475/300=8.8 \sim 9$ Spaces
Medical Clinic	1 space per 135sf (not including storage) Assume 500 sf of storage	$2000/135=14.8 \sim 15$ spaces
Lodge/Hotel	1.12 space per room (most restrictive) Due to code restrictions the maximum number of rooms is probably 6. 2 employee spaces are also required so the total required parking is 9.	$6 \text{ rooms} \times 1.12=6.72 \sim 7$

What this shows is that the Mollie G is not a non-conforming building.

As far as I know there are no variance that have been granted to lodges for parking in town and certainly not for such a high percentage of the parking requirement. Overnight parking is different than short term retail type parking and there are good reasons all lodges park all or nearly all of their guests on their premises.

Please note that your town code states that "[Cost or inconvenience to the applicant of strict or literal compliance with a regulation shall not be a reason for granting a variance.](#)" Currently this application makes no findings that state why this variance is required for reasons other than convenience to the applicant and the parking requirement established by the variance during the Planning Commission hearing was the result of little more than extrapolation and guesses without any real analysis.

I believe that the only way to consider this application is to note that this is an entirely new use not contemplated by the code. Since this is a new use it is not necessarily a use by right and I believe that the Planning Commission also erred in thinking of it that way. All transient lodging uses in the code contemplate that all unrelated parties will be in separate rooms. There is no way to read the code to have anticipated a common bunkroom housing 30 people.

The code needs to be changed to add this use and parking is only one requirement that the code needs to establish for this use. Others include which location, traffic, trash, noise, etc. Totally unique situations presented by this use can also be properly analyzed (how does valet work at 9 am on a powder day? What safeguards are needed to respect the mixed use neighbors in the building?) This analysis will then also describe the basis for parking mitigation in a way that would be fair to future applicants and reflect the unique nature of this property.

I do believe that the planning commission idea to have this variance sunset after 3 years is a good one, but it is also evidence of the fact that we do not know enough about this use. As someone who will be directly affected by this project and with all due respect, 3 years is too long to correct a mistake if one is made.

Let's find a way to approve this project, but do so by using the process in the code designed to help evaluate new uses. Acting otherwise would unnecessarily open the door to unintended consequences.

Sincerely,

Brian Sipes, AIA, LEED AP  
Owner  
Sipes Architects

Mayor and members of the Town Council

Unfortunately I, Matt Holmes, and my fiancée, Elise Reynolds, are unable to attend tonight's meeting, so I have asked that this letter be read on my behalf.

The town and the owners of the Bunkhouse have clearly gone to great lengths, working together to make sure that the parking situation does not become a problem. So thank you for your diligence. However, as a resident at Mollie G going on 3 years now, the issue of parking logistics comes – quite literally – a bit closer to home for those of us who live and work near the planned hostel, and share the parking resources. I hope that you can empathize with our situation and can take a few extra considerations as seriously as you would, were it you living above the planned hostel.

1. I think that the \$100 fine on the Bunkhouse in the parking variance for parking violations was a great step towards incentivizing The Bunkhouse to adhere to their designated parking allotments. However, this only goes so far, in that it does not actually encourage The Bunkhouse to their own policing their guests's parking. In fact, it does just the opposite. If someone has parked in a spot not allowed for Bunkhouse parking (like on the street, or in another business's lot) and the Bunkhouse cannot locate the guest to tell them to move, there is no reason the Bunkhouse would call the towing company on themselves leading to a \$100 fine. I'm not saying that The Bunkhouse would lie or actively try to beat the system, only that they would have incentive to turn a "blind eye".

Perhaps the solution could be to levy that \$100 fine on the Bunkhouse only in the case that the Bunkhouse is not the one the calls the police or tow company on the violator. In other words, if another entity or individual (for example a business owner, resident or authority) has to call to have a Bunkhouse guest's car removed, the Bunkhouse is charged the fine. If, however, the Bunkhouse is diligent and as effective as they hope to be, and they identify and violators first, then they are rewarded by not incurring a fine.

2. I'm concerned overall about the general policing of parking violators in general. I expect that many of the guests will be arriving back to the Bunkhouse after 10pm, after having gone out to enjoy downtown Vail and the surrounding areas. I would think it unreasonable to expect that most of the Bunkhouse's guests are done eating and sightseeing and are back to the Bunkhouse before 10pm. If I am correct about this, than I expect that without valet as an option, some guests will take advantage of whatever nearby spots along the road or in other lots they find that aren't explicitly marked as tow zone for Bunkhouse parking. My point is that all of this indicates to me that most of the parking issues that are likely to happen will occur after 10pm, the time at which the Bunkhouse has planned to have the fewest resources and manpower on staff to monitor and enforce their parking policy.

For this, I suggest that The Bunkhouse be required to do any combination of the following:

- Have valet operations ongoing through midnight.
- Hire a parking management company to monitor the surrounding blocks a few times

during the night, and perhaps even during that day and evening. An example of such service is provided by Summit Security and info can be found at <http://www.summitpatrol.com/page/parking-management.php>. The Bunkhouse should be responsible for giving over the license plate numbers of all guests to the parking management company on a daily basis.

- The Bunkhouse and or town must put ample signage on the surrounding blocks, parking lots (including in the Mollie G building underground parking area) that specifically and clearly states something like "No Bunkhouse parking 24/7. Cars will be towed at owners expense".

- Have a second staff member to help monitor the area for a few extra hours in the late evening and earlier morning (so for example, two employees, one who can stay on site another to monitor outside when needed until midnight and again as early as 5am).

3. I know that the 17 space variance seems like more than enough spaces than will be needed, but I worry that at times it will not be enough. The number 17 was calculated referencing statistics that I don't think apply to the Bunkhouse's demographic. In particular, Ryan cited one study that showed overnight visitors to the Vail Valley are coming groups of 3.2 people per car. However, it is my reasonable assumption that the groups that go into making this 3.2 number is largely skewed either by families with children who would likely not want to stay in a hostel environment, or groups of friends that can likely pool resources to get a shared room at a hotel like the Hotel Minturn or a house through Airbnb or similar service. This in mind, I believe that most guests of the Bunkhouse will end up coming closer to 1-2 people per car. The 17 space variance might be fine for a large majority of the time, but if the Bunkhouse is ever going to be capable or reaching full capacity I believe they will sometimes need at least 20 spaces, and perhaps even 25. This will also give the Bunkhouse the ability to not have to turn people away once they realize that they have used the entirety of their parking resources

I hope that my concerns don't seem unreasonable or biased because of the fact that I live above the planned hostel. On the contrary, I hope that they are taken even more seriously and seen as even more imperative considering that we are residents. I want to believe that it is a top priority of the town council that assuring the quality of life for Minturn residents remains *relatively* unaffected by the granting of this parking variance.

Sincerely,

Matthew Christian Holmes  
175 Williams St, Apt 203  
Minturn CO 81645

**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 2014 raised \$26.2 million in a single 24-hour period via online donations, \$772,541.00 to Eagle County nonprofits, at coloradogives.org, a website allowing donors to direct their contributions to one or more of the thirty six (36) 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 8 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 8, 2015, will be known as Colorado Gives Day in our community.**

TOWN OF MINTURN

ATTEST:

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

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



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

---

**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 30, 2015

**NOVEMBER 4, 2015 COUNCIL MEETING**

As required by Colorado law, the Town has set two Public Hearings for the FY2016 Budget. The November 4<sup>th</sup> meeting is the first; the November 18<sup>th</sup> meeting is the second and final. To date, Staff has taken your comments and suggestions and incorporated them into the FY2016 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 2<sup>nd</sup>. As a budget page may be affected, those changes will be distributed at the December 2<sup>nd</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 2016 proposed budget and to gather input, pro or con on the proposed Minturn Town Budget for the fiscal year January 1 through December 31, 2016. 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:
  - Vail Valley Partnership - Chris Romer
  - Radio Free Minturn - Brian Duchinsky
  - Walking Mountain Science Center - Doug Dusenberry
  - Minturn Community Fund - Guy Patterson

- 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 18.

(f) Announce this is the first Public Hearing on the Fiscal Year 2016 Preliminary Budget, a second Public hearing will be held on November 18, 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.

## FY2016 BUDGET FUNDING REQUESTS

DISCRIPTION	REQUESTED BY	FUNDED FROM	FUNDED IN 2015 BUDGET	APPROVED IN 2016	NOTES	
<b>CURRENTLY ALLOCATED IN THE 2016 BUDGET</b>						
1	Augustana/Castle Peak *This is the 3rd of a 4yr program \$15,000	Lisa Pease	01-01-5271	\$10,000.00	\$15,000.00	Council added an additional \$5,000 for 2016 only for a total \$15,000.

<b>REQUESTS YET TO BE ALLOCATED</b>						
2	Vail Valley Partnership and Economic Council of Eagle Co \$3,500	Chris Romer	01-01-5271	\$2,000.00		
3	Radio Free Minturn \$2,000	Brian Duchinsky	01-01-5271	\$1,500.00		
4	Walking Mountain Science Center \$2,000	Doug Dusenberry, Director of Major an planned Gifts	01-01-5271	\$1,000.00		Requesting \$2,000 in each of the next five years. Normally we only award for current year.
5	Minturn Community Fund \$13,550	Diana Scherr	01-01-5271	\$7,500.00		
6						
7						
8						

<b>OTHER ITEMS</b>					

	2016 Requests	2015 Allocation
Augustana - committed	15,000.00	42,000.00
Vail Valley Partnership	3,500.00	
Radio Free Minturn	2000	
Walking Mtn Science	2000	
Minturn Community Fund	13550	
<b>Total Requests</b>	<b>36,050.00</b>	

**COMMUNITY CONTRIBUTIONS**

Name	2010	2011	2012	2013	2014	2015	2016
	FUNDED	FUNDED	FUNDED	FUNDED	FUNDED	FUNDED	REQUESTED
Augustana/Castle Peak Senior Care					10,000.00	10,000.00	15,000.00
Minturn Business Association	1,000.00						
Minturn Community Fund	3,000.00	7,500.00	10,000.00	10,000.00	10,000.00	7,500.00	13,550.00
Radio Free Minturn	1,000.00	2,000.00	500.00	1,000.00	1,000.00	1,500.00	2,000.00
Vail Valley Partnership				2,500.00	2,500.00	2,000.00	3,500.00
Walking Mountain				1,000.00	1,000.00	1,000.00	2,000.00
<b>TOTAL</b>	<b>5,000.00</b>	<b>9,500.00</b>	<b>10,500.00</b>	<b>14,500.00</b>	<b>24,500.00</b>	<b>22,000.00</b>	<b>36,050.00</b>



**Vail Valley  
Economic Development**

Town of Minturn 2016 Funding Request

Name of Organization: Vail Valley Partnership  
Date Submitted: September 9, 2015  
Name of Representative: Chris Romer  
Mailing Address: PO Box 1130, Vail, CO 81658  
Phone: (970) 477-4016

*\$3500*

Major Funding Source: Other (membership)

Type of Organization: Chamber of Commerce / Economic Development

Quick Reference Financial Data:

Operating Revenue: \$1,586,953  
Operating Expense: \$1,578,991

Board of Governors: <https://www.vailvalleypartnership.com/about-us/board-of-governors-2/>

Questions 1-7 are addressed in the following funding request document.

Attachments:

2014 audited financial statements  
Certificate of Good Standing (non profit documentation)

PO Box 1130, Vail, CO 81658

VailValleyPartnership.com VailValleyMeansBusiness.com Visitvailvalley.com VailonSale.com



Town of Minturn  
c/o Willy Powell  
P.O Box 309  
Minturn, CO 81645

Dear Willy and Minturn Town Council members,

Vail Valley Partnership (VVP) & Vail Valley Economic Development (VVED) contribute to the strength and vitality of our communities through our programing and business support services. We seek to build strong partnerships and create lasting value in our communities by developing and coordinating programs that address key community needs and enhance the economic vitality of the Vail Valley and the individual communities within the valley.

We continue to encourage activities and to provide programming and services that promote community development. Our programmatic activities include, but not limited to; economic development, educational offerings, business services, tourism promotion, and facilitating continued community collaboration. These programs positively impact the business community through information, costs savings, and business resources.

We rely on public and private support to initiate and continue this programming, and thank you for the opportunity to present a funding request as part of your 2016 funding cycle and annual budget. Please accept the following as our funding outline for Vail Valley Partnership & Vail Valley Economic Development.

## Our Vision & Mission

The vision of Vail Valley Partnership is to develop and enhance the economic vitality of the Vail Valley. Aligned with this, the mission of Vail Valley Economic Development is to promote the long-term economic health of Eagle County and solidify an economic base that is strong, diverse, and resilient.

Together, we're focused on building and sustaining a business-friendly community that is welcoming, supportive and appreciative of the businesses that make our legendary quality of life possible.

Vail Valley Economic Development is here to promote the long-term economic health of Eagle County. We're here to bridge the gap between business and government and ensure that both businesses and government partners are connected with the resources needed to succeed.

### **Regional Chamber of Commerce**

**Objective:** To enhance business vitality of member businesses by providing robust benefit programs consisting of educational events, signature programs, networking opportunities & marketing tools.

#### **How we meet our objectives:**

1. Connect members to members
2. Provide access to new collaborative opportunities
3. Facilitate cooperation between members
4. Create stronger community collaboration

PO Box 1130, Vail, CO 81658

[VailValleyPartnership.com](http://VailValleyPartnership.com) [VailValleyMeansBusiness.com](http://VailValleyMeansBusiness.com) [Visitvailvalley.com](http://Visitvailvalley.com) [VailonSale.com](http://VailonSale.com)



**Vail Valley  
Economic Development**

## 2014-15 Key Accomplishments

### 1. **Creation of an Eagle County Business Brand**

A community led process resulted in the launch of Vail Valley Economic Development. The language of the brand has been communicated to our targets via a new countywide business development website at <http://vailvalleymeansbusiness.com>.

### 2. **Design and Implementation of a Business Retention & Expansion program (BRE)**

SmartBusiness Eagle County is a coordinated network of communication and action. This is a formal program that will effectively listen to local businesses needs and will act on what is heard. Details can be found at <https://vailvalleymeansbusiness.com/about/services/smartbusiness-eagle-county-program/> (program to launch in Q4 2015)

### 3. **Design and Implementation of a 'Trailing Spouse' Program**

In partnership with the High Country Human Resource Association and Vail Valley Partnership, MyPartner Career Network (MPCN) makes it easier for local businesses to recruit and retain great employees by helping find employment, when needed, for spouses or partners of prospective employees to help their families better integrate into our community. Details can be found at <https://vailvalleymeansbusiness.com/about/services/mypartner-career-network/>

### 4. **Business Services through Vail Valley Economic Development**

Key YTD business results:

- 47 business inquires serviced
- Two business relocations to the Vail Valley from out of state, resulting in year-round, full time professional level jobs with associated benefits.
- One business referred to the Northwest Loan Fund, enabling business to launch operations in Eagle County.

### 5. **Launch of Local Insite Commercial Property Tool**

All Eagle County commercial property listings available within the Vail Multi-List Service are now available on the [VailValleyMeansBusiness.com](http://VailValleyMeansBusiness.com) site. This was made possible through collaboration with Vail Board of Realtors. The tool allows visitors to visit [www.vailvalleymeansbusiness.com](http://www.vailvalleymeansbusiness.com) to find up-to-date local area data and demographics information, general community and local area information and available commercial properties (both buildings and sites) all in one place. The tool helps us more effectively showcase available commercial properties to those who are actively looking at business and entrepreneurship opportunities in Eagle County.

### **Our Services**

Eagle County Economic Development Plan

EGE Air Alliance Overview

MyPartner Career Network

SmartBusiness Eagle County Program

Vail Valley Partnership

PO Box 1130, Vail, CO 81658

[VailValleyPartnership.com](http://VailValleyPartnership.com) [VailValleyMeansBusiness.com](http://VailValleyMeansBusiness.com) [Visitvailvalley.com](http://Visitvailvalley.com) [VailonSale.com](http://VailonSale.com)



**6. Implementation of Economic Development Leadership Council**

The Economic Development Leadership Council is a volunteer group of 26 geographically diverse business leaders from various industries who help formulate key policies and strategic goals and who steward the economic development effort in the Vail Valley.

**7. Hosted Broadband Workshop**

37 participants representing 27 organizations attended our Broadband Workshop (hosted with Northwest Colorado Council of Governments) to share their experiences with local services. The session identified cooperative demand aggregation as a potential route to further network deployment, and has seeded the idea with several major users. We are now able to aggregate service provider and area “power users” service challenges and facilitate necessary contacts between industry and users.

**8. Vail Valley Partnership named finalist for “Chamber of the Year”**

VVP was recognized by the Association of Chamber of Commerce Executives as a “Chamber of the Year” finalist. The award recognizes chambers for their work leading businesses and communities as well as excellence in operations, member services, and community leadership.



**9. Roll-out of inclusive business listings on VisitVailValley.com and VailValleyPartnership.com**

VVP is offering complimentary business listing to all businesses within the Vail Valley. This service will list all participating businesses on VailValleyPartnership.com and VisitVailValley.com – providing a comprehensive list of businesses within the valley for visitors, prospective businesses, and locals.

**10. Comprehensive Valley Wide Calendar of Events**

VVP offers complimentary event listings in our event calendar on VisitVailValley.com (events targeting leisure visitors) and VailValleyPartnership.com (events targeting the local audience). This service allows event producers to upload their events to the appropriate calendar to reach a wider audience and to supply users with a comprehensive list of events throughout the valley.

**11. Co-hosted Eagle County Schools/Vail Valley Rotary Clubs/Vail Valley Partnership Career Fair for high school students and Co-Hosting Winter Job Fair with Colorado Workforce Center & Colorado Mountain College.**

The Partnership coordinated all business participants for the annual high school career fair, which had over 500 student participants and over 100 Vail Valley business and non-profit organizations represented. We are also working with the Colorado Workforce & Colorado Mountain College to host a winter job fair in November.

PO Box 1130, Vail, CO 81658

VailValleyPartnership.com VailValleyMeansBusiness.com Visitvailvalley.com VailonSale.com



## Economic Development

The Eagle County Economic Development plan was approved and adopted by the Board of County Commissioners in December 2013. Vail Valley Partnership leads countywide implementation of this plan in partnership with Eagle County Government, local municipalities, and special districts, providing a public/private bridge to better service business needs and encourage local economic vitality.

To promote the long-term economic health of Eagle County and solidify an economic base that is strong, diverse, and resilient our communities must:

1. Retain and expand current businesses and;
2. Recruit new businesses.

The plan targets 6 Core Objectives to position Eagle County's economy for long-term success and to achieve local area Economic Health. The six core objectives are:

<b>Goal 1:</b> Build a Business-Friendly Eagle County	<b>Goal 2:</b> Create and Market an Eagle County Business Brand	<b>Goal 3:</b> Retain, Grow & Recruit Businesses
<b>Goal 4:</b> Protect our Natural Environment	<b>Goal 5:</b> Expand Opportunities in our Leading Sectors	<b>Goal 6:</b> Provide Support for a Quality Workforce

Funding support from Eagle County, individual municipalities, unincorporated communities, and the business community contributes significantly to our programming and community efforts to pursue these goals on behalf of Eagle County stakeholders.

### Economic Development

**Objective:** To lead efforts of economic growth in terms of wealth generation, economic diversification, job creation & preservation and building the local tax base.

#### How we meet our objectives:

1. Facilitation of business retention & expansion program
2. Lead regional engagement and collaboration efforts
3. Create & market Eagle County business brand
4. Implement economic development plan

PO Box 1130, Vail, CO 81658

VailValleyPartnership.com VailValleyMeansBusiness.com Visitvailvalley.com VailonSale.com



**Vail Valley  
Economic Development**

We provide the following resources and tools to the business community, our municipalities, and prospective businesses looking to start a business in the Vail Valley.

**Community Information**

**Repository**

- Provide a single contact for comprehensive economic, workforce, infrastructure, and related data to support informed business and community decision making
- Connect businesses to nearly all other resources in the Vail Valley quickly and easily

**Corporate Relations**

- Community marketing and communications
- Business Retention & Expansion
- Business & Entrepreneurial support and services
- Business & Entrepreneurial Recruitment

**Community Relations**

- Monitor and share the needs of local employers with public officials, regulatory agencies, educational institutions, and others to improve the business environment
- Educate the community about the importance of local employers, businesses, and entrepreneurs to meeting *other* community needs, so they are appreciated and supported

The Eagle County Economic Development Plan is intentionally collaborative in nature and is designed to supplement and support (not replace) municipal level economic development efforts, providing a tie to countywide, regional and state-level activities.

Our regional and state-wide focused efforts include a variety of 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 Office of Economic Development & International Trade, Colorado Tourism Office, Tourism Industry Association of Colorado, Colorado Women's Foundation, and various regional planning sessions and coalitions.

This participation ensures Eagle County community & business interests are represented in an active and professional manner and ensures local facilitation and coordination of economic development efforts and business community support services.

PO Box 1130, Vail, CO 81658

[VailValleyPartnership.com](http://VailValleyPartnership.com) [VailValleyMeansBusiness.com](http://VailValleyMeansBusiness.com) [Visitvailvalley.com](http://Visitvailvalley.com) [VailonSale.com](http://VailonSale.com)



## Destination Marketing

The Partnership’s destination sales & marketing efforts (including group sales, event recruiting and leisure sales) resulted in an economic impact of \$51,000,000 in 2014, contributing over \$3.1M 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 are represented in state tourism promotion.

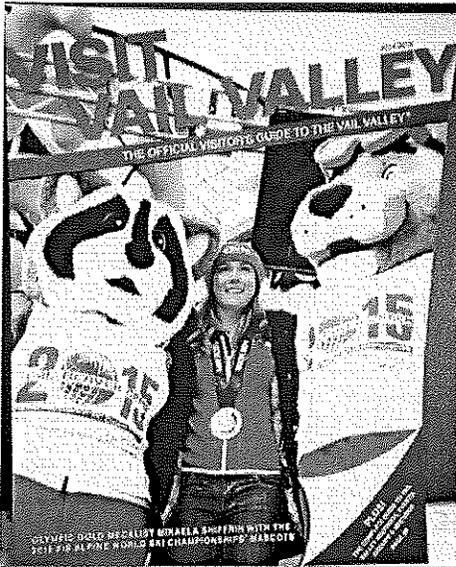
A large component of our destination marketing effort is targeted at recruiting groups, meetings and special events to the valley. The Partnership’s group sales team actively promotes our communities and lodging properties to group meeting planners around the country. We also work to actively solicit and support event promoters to host their special events and sporting tournaments in the Vail Valley.

### Destination Marketing

**Objective:** To increase visitation to the Vail Valley via group sales efforts, valley-wide leisure visitor promotion and regional event recruiting.

**How we meet our objectives:**

1. Group and Meeting Sales
2. Ensure exceptional guest experience through our Lodging Quality Assurance Program
3. Provide a robust guide for leisure guests of the entire Vail Valley through our vacation guide and website, [visitvailvalley.com](http://visitvailvalley.com)



VVP produces Visit Vail Valley – the Official Visitors Guide and manages [VisitVailValley.com](http://VisitVailValley.com), which includes robust tourism information and reservation services for lodging properties in all communities within the valley. These tools also include a valley-wide calendar of events, spotlighting events in all local communities.

A new, enhanced visitor website, [VisitVailValley.com](http://VisitVailValley.com), recently launched which lists all businesses and local events taking place within the valley.

VVP destination sales & marketing efforts continue to focus on valley-wide tourism promotion. We help increase awareness of the Vail Valley throughout the state, region, and nation benefitting organizations and businesses in our community.

Key results in 2015 year-to-date through July 31 include distribution of 111 group leads, 30 contracted programs, and over 28,000 active room nights in the lead system. We are also coordinating efforts to bring the Bundesliga Colorado Cup (two professional German soccer teams) to the valley in summer 2016, with a variety of community engagement including youth training and a sponsored foreign exchange student program.

PO Box 1130, Vail, CO 81658

[VailValleyPartnership.com](http://VailValleyPartnership.com) [VailValleyMeansBusiness.com](http://VailValleyMeansBusiness.com) [Visitvailvalley.com](http://Visitvailvalley.com) [VailonSale.com](http://VailonSale.com)



## What's Next:

Work is underway in the following areas:

### 1. Marketing an Eagle County Business Brand

Brand development for Vail Valley Economic Development has been completed, and the new VailValleyMeansBusiness.com website has been launched with a variety of business resources, programs, research, and tools. Marketing of the website and educating the local business community on the tools available will remain a focus into 2016 and beyond.



### 2. Refinement and growth of MyPartner Career Network and SmartBusiness Eagle County programs

These workforce development and business expansion & retention tools have been launched; business engagement, awareness, and utilization of these programs will be promoted in conjunction with workforce partners throughout the region. Programs will be refined and expanded with feedback from stakeholders and businesses will be actively recruited to participate.

### 3. Brand and Position the Valley to Facilitate Future 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. This will be determined based on feedback from various stakeholder groups prior to any active recruitment effort. Regardless, the branding and positioning of Vail Valley Economic Development and the VailValleyMeansBusiness.com website allows us to position the valley as a place to do business.

### 4. Partnership with Google's "Let's Put Our Cities on the Map" Program

Let's Put Our Cities on the Map is an initiative to help local businesses increase their presence online. We're working with business owners, city officials, and lovers of all things local to spread the word about the importance of getting local business information on Google Search and Maps. As an Official City Partner, Vail Valley Partnership is able to help local businesses connect to more customers by sharing free resources and hosting workshops using Google materials.

More details on this program are available here:

<http://www.usatoday.com/story/money/business/2015/03/25/google-small-business/70387400/>



PO Box 1130, Vail, CO 81658

VailValleyPartnership.com VailValleyMeansBusiness.com Visitvailvalley.com VailonSale.com



**5. Partnership with American Express' "Small Business Saturday" program**

Small Business Saturday is celebrated on the Saturday after Thanksgiving. This year's Small Business Saturday is November 28th, 2015. Vail Valley Partnership has been selected by American Express to be a "neighborhood champion" for the Vail Valley. We'll be visiting all business areas within the valley to distribute Small Business Saturday promotional materials, and encouraging the local community to support our business community. Details are available at [https://en.wikipedia.org/wiki/Small\\_Business\\_Saturday](https://en.wikipedia.org/wiki/Small_Business_Saturday)



**6. Development of Vail Valley Next**

Our valley and business community are facing a transitional time as the next generation of community leaders are stepping forward and many industry leaders are (or will soon be) stepping back from daily operations and community involvement. Vail Valley Next is a mentorship program designed to develop emerging Vail Valley leaders by connecting them to established community leaders.

**7. Enhanced Vail Valley Volunteer Connection**

A more robust Vail Valley Volunteer Connection, allowing nonprofits to post their volunteer needs on VVP websites and have their events listed in the valley-wide calendar of events. The enhanced volunteer connection will help connect visitors to the local needs of the non-profit community.

PO Box 1130, Vail, CO 81658

[VailValleyPartnership.com](http://VailValleyPartnership.com) [VailValleyMeansBusiness.com](http://VailValleyMeansBusiness.com) [Visitvailvalley.com](http://Visitvailvalley.com) [VailonSale.com](http://VailonSale.com)



## 2016 Funding Request

The Partnership's efforts and benefit to the community include three distinct yet connected roles:

- **Regional Chamber of Commerce-** We work to provide the valley's businesses with networking, educational, and collaborative opportunities with the goal of strengthening our local business community and to advocate for our business community at a regional & state level.
- **Destination Marketing-** We work to promote the entire Vail Valley as a year-round destination to potential in-state, out-of-state and international visitors. We work to attract groups and meetings from all over the country to the Vail Valley.
- **Economic Development-** We work to ensure the Vail Valley's economic health stays strong for years to come. We work to help existing Vail Valley businesses thrive and recruit new businesses that have the potential to support our local economy.

Vail Valley Partnership remains committed to collaborating for success of our community and your support is needed to continue the positive momentum related to economic development efforts and continued chamber programming that strengthens our business community – resulting in sustainable businesses, less community and workforce turnover, and a stronger local economy.

Moving forward Vail Valley Partnership and Vail Valley Economic Development will continue to:

- Contribute to positive economic conditions in Eagle County through continued implementation of the Economic Development Plan - a plan that delivers a network of community business support resources to retain & grow existing businesses - and an outward facing marketing strategy to attract additional business development.
- Increase destination tourism via our group, meeting & special event recruiting efforts, leisure sales efforts, continued collaboration with the EGE Air Alliance to grow flight service to the Eagle County Regional Airport, and continued collaboration with the Colorado Tourism Office to promote the entire valley.
- Provide comprehensive economic & demographic research to support data driven decision-making by public and private stakeholders.
- Build strong relationships between the various segments, both geographic and within key industries, within the business community and key stakeholders.
- Publish and promote various economic information (research) to stakeholders to assist in data driven decision-making and to provide data tools to prospecting and growing businesses.
- Provide regional & statewide representation to Eagle County and our business community.
- Facilitate local economic development activities.

PO Box 1130, Vail, CO 81658

[VailValleyPartnership.com](http://VailValleyPartnership.com) [VailValleyMeansBusiness.com](http://VailValleyMeansBusiness.com) [Visitvailvalley.com](http://Visitvailvalley.com) [VailonSale.com](http://VailonSale.com)



Thank you for your support of \$2,000 this year. Funding is requested from Town of Minturn in the amount of \$3,500 to support our regional economic and community development efforts, specifically to assist with the continued implementation of the Economic Development Strategic Plan for Eagle County and associated community programming. No other organization provides business support and economic development services at a regional level within the Vail Valley or Eagle County service regions.

Your financial support helps us continue the efforts and momentum outlined in this request letter and the (attached) quarterly updates provided to our public supporters. Included with your investment are Gold Level member benefits in Vail Valley Partnership, valued at \$20,885, which we encourage Town of Minturn to actively engage to promote your community (all owned and managed facilities) to its fullest. Details on member benefits can be found at <https://www.vailvalleypartnership.com/join/becoming-a-member/>

Thank you for your consideration,

A handwritten signature in black ink, appearing to read "Chris Romer", with a long horizontal flourish extending to the right.

Chris Romer  
President & CEO  
Vail Valley Partnership and Vail Valley Economic Development  
970.477.4016  
[cromer@visitvailvalley.com](mailto:cromer@visitvailvalley.com)

PO Box 1130, Vail, CO 81658

[VailValleyPartnership.com](http://VailValleyPartnership.com) [VailValleyMeansBusiness.com](http://VailValleyMeansBusiness.com) [Visitvailvalley.com](http://Visitvailvalley.com) [VailonSale.com](http://VailonSale.com)

OFFICE OF THE SECRETARY OF STATE  
OF THE STATE OF COLORADO

**CERTIFICATE**

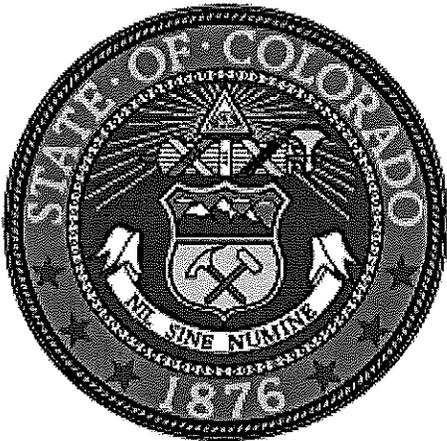
I, Wayne W. Williams, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

**Vail Valley Partnership**

is a **Nonprofit Corporation** formed or registered on 09/04/1964 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 19871175487.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 03/23/2015 that have been posted, and by documents delivered to this office electronically through 03/24/2015 @ 13:38:40.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, authenticated, issued, delivered and communicated this official certificate at Denver, Colorado on 03/24/2015 @ 13:38:40 pursuant to and in accordance with applicable law. This certificate is assigned Confirmation Number 9135054.



A handwritten signature in cursive script that reads "Wayne W. Williams".

Secretary of State of the State of Colorado

\*\*\*\*\*End of Certificate\*\*\*\*\*

*Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Certificate Confirmation Page of the Secretary of State's Web site, <http://www.sos.state.co.us/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click Business Center and select "Frequently Asked Questions."*

**VAIL VALLEY PARTNERSHIP**

**(A Colorado Non-Profit Corporation)**

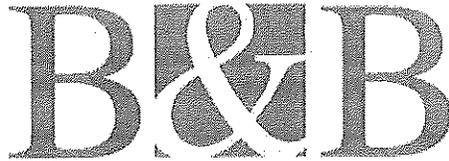
**Financial Statements**

**December 31, 2014 and 2013**



## CONTENTS

<u>Independent Auditors' Report</u>	1
<u>Financial Statements</u>	
Statements of Financial Position	2-3
Statements of Activities	4
Statements of Cash Flows	5
Notes to Financial Statements	6-11
<u>Supplementary Information</u>	12
Schedule of Functional Expenses	13



BIVINS & BUNYAK CPAS, PLLC  
CERTIFIED PUBLIC ACCOUNTANTS

DENVER

www.bbbcpa.biz

AVON

## INDEPENDENT AUDITORS' REPORT

To the Board of Directors of  
Vail Valley Partnership

We have audited the accompanying financial statements of Vail Valley Partnership (a Colorado non-profit organization) which comprise the statement of financial position as of December 31, 2014 and 2013, and the related statements of activities and cash flows for the years then ended, and the related notes to the financial statements.

### *Management's Responsibility for the Financial Statements*

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### *Auditor's Responsibility*

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

### *Opinion*

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Vail Valley Partnership as of December 31, 2014 and 2013, and the changes in its net (deficit) and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

### *Supplementary Information*

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The schedule of functional expenses is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

*Bivins & Bunyak CPAs PLLC*

Bivins & Bunyak, CPAs, PLLC

May 2, 2014

**VAIL VALLEY PARTNERSHIP**  
**(A Colorado Non-Profit Corporation)**  
**Statements of Financial Position**  
**December 31, 2014 and 2013**

---

**ASSETS**

	<b>2014</b>	<b>2013</b>
<b>CURRENT ASSETS</b>		
Cash	\$ 41,478	\$ 100,917
Accounts Receivable	53,527	95,124
Less: Allowance for Doubtful Accounts	(10,000)	(10,000)
<b>Accounts Receivable - Net</b>	43,527	85,124
Prepaid Expenses	8,175	2,613
<b>Total Current Assets</b>	93,180	188,654
 <b>PROPERTY AND EQUIPMENT - AT COST</b>		
Leasehold Improvements	60,349	60,349
Office Equipment & Technology	165,629	156,028
Vehicle	32,848	32,848
	258,826	249,225
Less: Accumulated Depreciation	(193,036)	(173,630)
<b>Total Property and Equipment - Net</b>	65,790	75,595
 <b>OTHER ASSETS</b>		
Deposits	16,667	16,667
 <b>TOTAL ASSETS</b>	<b>\$ 175,637</b>	<b>\$ 280,916</b>

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

**VAIL VALLEY PARTNERSHIP**  
**(A Colorado Non-Profit Corporation)**  
**Statements of Financial Position**  
**December 31, 2014 and 2013**

---

**LIABILITIES AND UNRESTRICTED NET (DEFICIT)**

	<b>2014</b>	<b>2013</b>
<b>CURRENT LIABILITIES</b>		
Accounts Payable	\$ 32,841	\$ 19,560
Accrued Salaries and Benefits Payable	38,802	40,232
Note Payable - Due Within One Year	7,093	6,798
Deferred Revenue	73,132	285,045
<b>Total Current Liabilities</b>	151,868	351,635
<b>LONG-TERM LIABILITIES</b>		
Note Payable - Due After One Year	9,302	16,493
<b>Total Liabilities</b>	161,170	368,128
<b>UNRESTRICTED NET ASSETS (DEFICIT)</b>	14,467	(87,212)
 <b>TOTAL LIABILITIES AND UNRESTRICTED NET ASSETS (DEFICIT)</b>	 <b>\$ 175,637</b>	 <b>\$ 280,916</b>

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, 2014 and 2013**

	<b>2014</b>	<b>2013</b>
<b>SUPPORT, REVENUES, AND GAINS</b>		
Central Reservations	\$ 178,501	\$ 170,427
Group Commissions	43,206	93,443
Partnership Fee Income	73,326	91,489
Dues Income	330,514	371,507
Economic Council	345,000	115,000
Beaver Creek Marketing Contributions	210,000	210,000
Co-ops	7,000	9,030
Local Marketing District Income	301,378	275,200
Lodging Quality Assurance Contributions and Fees	134,800	143,190
Community & Municipal Support	63,750	47,000
Other Income	-	2,136
	<b>1,687,475</b>	<b>1,528,422</b>
 <b>EXPENSES</b>		
Program Services:		
Marketing	62,081	90,285
Partnership	363,115	273,009
Travel & Tourism	612,970	583,316
Total Program Service Expenses	1,038,166	946,610
Management and General Expenses:		
Administrative	547,630	548,072
	<b>1,585,796</b>	<b>1,494,682</b>
 <b>CHANGE IN UNRESTRICTED NET (DEFICIT)</b>	<b>101,679</b>	<b>33,740</b>
 <b>UNRESTRICTED NET (DEFICIT) - BEGINNING OF YEAR</b>	<b>(87,212)</b>	<b>(120,952)</b>
 <b>UNRESTRICTED NET ASSETS (DEFICIT) - END OF YEAR</b>	<b>\$ 14,467</b>	<b>\$ (87,212)</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, 2014 and 2013**

	<b>2014</b>	<b>2013</b>
<b>CASH FLOWS FROM OPERATING ACTIVITIES:</b>		
Change in Net (Deficit)	\$ 101,679	\$ 33,740
Non-Cash Items Included in Change in Net Assets (Deficit)		
Depreciation Expense	19,406	17,203
(Increase) Decrease In Assets:		
Accounts Receivable	41,597	(44,741)
Prepaid Expenses	(5,562)	(2,613)
Increase (Decrease) in Liabilities:		
Accounts Payable	13,281	(26,602)
Accrued Payroll and Payroll Taxes	(1,430)	6,271
Deferred Revenue	(211,913)	95,113
<b>Net Cash Provided by Operating Activities</b>	<b>(42,942)</b>	<b>78,371</b>
 <b>CASH FLOWS FROM INVESTING ACTIVITIES:</b>		
Purchase of Property and Equipment	(9,601)	(8,633)
 <b>CASH FLOWS FROM FINANCING ACTIVITIES:</b>		
Repayment of Notes Payable - Net	(6,896)	(6,401)
 <b>NET INCREASE (DECREASE) IN CASH</b>	<b>(59,439)</b>	<b>63,337</b>
 <b>CASH AT BEGINNING OF YEAR</b>	<b>100,917</b>	<b>37,580</b>
 <b>CASH AT END OF YEAR</b>	<b>\$ 41,478</b>	<b>\$ 100,917</b>
 <b><u>SUPPLEMENTAL DISCLOSURES:</u></b>		
Interest Paid	\$ 659	\$ 60

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

**VAIL VALLEY PARTNERSHIP**  
**(A Colorado Non-Profit Corporation)**  
**NOTES TO FINANCIAL STATEMENTS**  
**DECEMBER 31, 2014 AND 2013**

---

**1 History and Summary of Significant Accounting Policies.**

**Nature of Operations.** Vail Valley Partnership was incorporated in the State of Colorado as a not-for-profit corporation in 1964, as The Vail Resort Association, Inc. In 2008, the Organization formally adopted the name “Vail Valley Partnership”.

The mission of the Partnership is to take the leadership role to create and manage collaborative programs that encourage economic development and result in increased destination tourism in Eagle County. The Partnership serves the towns of Vail, and Avon, the unincorporated area known as Beaver Creek, and their surrounding Eagle County communities. The Partnership’s activities include:

- Promoting the Vail Valley through all possible media
- Promoting group and convention business
- Sponsoring the operation of an online system for last minute accommodations
- Networking and educational events
- Processing inquiries concerning the Vail Valley
- Operation of the Lodging Quality Assurance Program

**Method of Accounting.** The financial statements of the Organization have been prepared using the accrual basis of accounting whereby income is recorded when earned and expenses as incurred.

**Use of Estimates.** The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

**Concentration of Credit Risk.** Financial instruments that potentially subject the Organization to credit risk consist primarily of the following:

**Cash.** From time to time the Organization may maintain cash balances in excess of the federally insured limits. Management monitors the soundness of this financial institution and feels the Organization’s risk is negligible.

**Accounts Receivable.** The Organization’s receivables are concentrated with business entities located in Vail Valley and greater Eagle County area. The Organization routinely analyzes the credit worthiness of its customers as well as the financial stability of the region and rigorously peruses overdue collections.

Receivables are recorded when invoices are issued. Receivables are written off when they are determined to be uncollectible. The allowance for doubtful accounts is estimated based on the Organization’s historical losses, the existing economic conditions in the geographic region, and the financial stability of its customers. As of December 31, 2014 and 2013, management estimates that an allowance for doubtful accounts of \$10,000 is sufficient to cover any uncollectible accounts receivable.

**VAIL VALLEY PARTNERSHIP**  
**(A Colorado Non-Profit Corporation)**  
**NOTES TO FINANCIAL STATEMENTS (CONTINUED)**  
**DECEMBER 31, 2014 AND 2013**

---

**1 History, and Summary of Significant Accounting Policies. (Cont'd.)**

**Fair Value of Financial Instruments.** The Organization's financial instruments include cash, cash equivalents, other current assets, accounts payable and accrued expenses. The fair value of these financial instruments approximates their carrying amounts because current market indicators and the short maturity of these instruments.

**Capital Assets and Depreciation.** Capital assets are defined by the Organization as assets with an initial cost exceeding \$500 and an estimated useful life greater than one year. Property and equipment are stated at cost. The cost of property and equipment is depreciated on the straight-line method over the estimated useful lives of the related assets. Leasehold improvements are depreciated over the shorter of their estimated useful lives or the term of the related lease. Maintenance and repairs are charged to operations as incurred and major improvements are capitalized.

**Income Taxes.** The Organization is a non-profit partnership as described in section 501(c)(6) of the Internal Revenue Code and is thus exempt from federal and state income taxes on income which is directly related to its organizational purpose.

The Organization can be subjected to routine audits for a period of up to three years from the time of filing for federal taxes and for a period of up to four years for the state. There are currently no audits for any tax periods in progress and Management believes the Organization is no longer subject to tax examination for years prior to December 31, 2011, for federal income taxes and for years prior to December 31, 2010, for state purposes.

**Advertising Expenses.** Advertising costs are expensed as they are incurred. Total advertising cost for the years ended December 31, 2014 and 2013, were \$155,871 and \$109,283, respectively.

**Subsequent Events.** In preparing its financial statements, the Organization has evaluated subsequent events through May 2, 2015, the date the financial statements were available to be issued. The Board of Directors has not identified any material subsequent events that require reporting or disclosure.

**Support and Revenue.** Grants and other contributions of cash and other assets are reported as temporarily restricted support if they are received with donor stipulations that limit or specify the use of the donated assets, whether by time period or purpose. When a donor restriction expires, that is, when a stipulated time restriction ends or the stated purpose restriction is accomplished, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the Statement of Activities as net assets released from restrictions. Contributions received with temporary restrictions that are met in the same reporting period are reported as unrestricted support and increase unrestricted net assets.

**VAIL VALLEY PARTNERSHIP**  
**(A Colorado Non-Profit Corporation)**  
**NOTES TO FINANCIAL STATEMENTS (CONTINUED)**  
**DECEMBER 31, 2014 AND 2013**

---

**1 History, and Summary of Significant Accounting Policies. (Cont'd.)**

**Support and Revenue. (Cont'd.)** Non-monetary donations of goods and services are accepted and recorded at their fair value when received. Donated services are recorded at their fair value in the period received, provided that such services either create or enhance non-financial assets or are considered to be professional services which the Organization would otherwise be required to purchase. Donated fixed assets are recorded at fair value when received and reflected in these financial statements as contribution revenue and an addition to fixed assets.

**2 Property and Equipment.**

A summary of the investment in property and equipment as of December 31, 2014 and 2013, net of accumulated depreciation, is as follows:

	2014	2013
Leasehold Improvements	\$ 28,666	\$ 34,701
Furniture and Equipment	19,447	15,634
Vehicle	16,971	23,541
Software and Website Costs	706	1,719
	\$ 65,790	\$ 75,595

Depreciation expense for the years ended December 31, 2014 and 2013, was \$19,406 and \$17,203, respectively.

**3 Deferred Revenue.**

Revenue from direct sales and membership dues is prorated over the annual period for which it applies. Accordingly, the direct sales and membership dues which have been received in cash but not earned are recorded as deferred revenue. Included in current liabilities as of December 31, 2014 and 2013, is \$73,132 and \$285,045, respectively of direct sales and memberships received but not earned. Deferred revenue has been classified as current as all direct sales and memberships are expected to be earned within the next year.

**VAIL VALLEY PARTNERSHIP**  
**(A Colorado Non-Profit Corporation)**  
**NOTES TO FINANCIAL STATEMENTS (CONTINUED)**  
**DECEMBER 31, 2014 AND 2013**

---

**4 Note Payable.**

	2014	2013
Toyota Financial Services (payable in monthly Installment of \$638, including interest at 4.25%, secured by a vehicle; maturing March of 2017)	\$ 16,395	\$ 23,291
Less: Current Maturities Included in Current Liabilities	7,093	6,798
Note Payable – Due After One Year	\$ 9,302	\$ 16,493

The following is a schedule of the estimated future maturities of notes payable for the years ending December 31:

2015	7,093
2016	7,400
2017	1,902
	\$ 16,395

**5 Operating Leases.**

The Organization leases office space and office equipment under terms of long-term operating lease agreements. Total lease expense recorded under these non-cancelable operating leases for the years ended December 31, 2014 and 2013, was \$120,475 for both years. The following is a schedule of future minimum lease payments due under non-cancelable operating leases for years ending December 31:

2015	116,525
2016	115,000
2017	129,375
2018 and Thereafter	22,042
	\$ 382,942

**VAIL VALLEY PARTNERSHIP**  
**(A Colorado Non-Profit Corporation)**  
**NOTES TO FINANCIAL STATEMENTS (CONTINUED)**  
**DECEMBER 31, 2014 AND 2013**

---

**6 Retirement Plan.**

The Organization has a 401(k) Savings plan which covers all employees who have completed one year service of at least 1,000 hours. Employees may elect to contribute to the plan and the Organization can make contributions to the plan at the discretion of the Board of Directors. For the years ended December 31, 2014 and 2013, the Organization contributed \$21,210 and \$18,917, respectively, to the plan.

**7 Local Marketing District Agreement.**

On November 2, 1999, the Town of Vail's electorate approved the creation of the Vail Local Marketing District (the "District"). The District's purpose is to organize, promote, market, and manage public events and activities in support of business recruitment, management and development, and coordinating tourism promotion activities. The District receives a lodging tax of 1.4% on all lodging revenues within the Town of Vail.

Effective January 1, 2001, the District entered into an agreement with the Organization to execute marketing programs created by the District's Marketing Advisory Council. On April 1, 2007, the Organization entered into an agreement that amended the original agreement and terminated December 31, 2007. The Organization subsequently entered into similar agreements for the years ended December 31, 2014 and 2013.

The most current agreement required the Organization to assist the District with the following functions:

- Development of a strategic marketing plan and budget
- Develop strategic planning and research programs
- Develop and monitor evaluation measures for the marketing programs
- Integrate all communication efforts to oversee the delivery of primary marketing goals and objectives set forth by the Marketing Advisory Council
- Lead the development and management of all vendor, supplier, and agency efforts to execute the marketing campaign
- Provide professional sales staff to implement the Group Sales Plan
- Assist with marketing and coordination services

**VAIL VALLEY PARTNERSHIP**  
**(A Colorado Non-Profit Corporation)**  
**NOTES TO FINANCIAL STATEMENTS (CONTINUED)**  
**DECEMBER 31, 2014 AND 2013**

---

**8 Beaver Creek Group Sales.**

The Organization entered into an on-going agreement with Beaver Creek Resort Company to execute marketing programs and direct group sales services.

The most current agreement required the Organization to assist the Beaver Creek Resort Company with the following functions:

- Drive group sales by enhancing awareness of Beaver Creek as a group destination in key markets
- Develop Beaver Creek presence for large groups & association meetings. Drive group/meeting programs to take advantage of Beaver Creek's infrastructure
- Develop an integrated brand marketing effort with the Beaver Creek marketing team
- Increase touch of the brand to targeted group and meeting planners through trade shows & industry events, National Sales partners and via industry memberships
- Work with Beaver Creek/Jen Brown to share group public relations opportunities
- Align group sales strategies with Beaver Creek Resort goals & lodging property needs
- Focus on groups/programs with target customers to increase intent to return
- Develop focused direct sales and marketing efforts to attract targeted group and meeting business to Beaver Creek

**9 Economic Council of Eagle County.**

The consolidation of the Economic Council and Vail Valley Partnership was made effective January 1, 2012. The Executive Director of the Vail Valley Partnership served as Executive Director of the Economic Council of Eagle County as part of the transition.

The Economic Council of Eagle County structure (research and programming) was co-branded with the Vail Valley Partnership moving forward, with the Organization using the Economic Council co-brand for research and relevant educational programming within the community. The Economic Council of Eagle County remained in place as a legal entity, and all roles/responsibilities were consolidated into the Vail Valley Partnership.

**SUPPLEMENTARY INFORMATION**

**VAIL VALLEY PARTNERSHIP**  
**(A Colorado Non-Profit Corporation)**  
**Schedule of Functional Expenses**  
**For the Year Ended December 31, 2014**

	<u>Program Services</u>			<u>Management &amp; General</u>	<u>Total</u>
	<u>Marketing</u>	<u>Partnership</u>	<u>Travel &amp; Tourism</u>	<u>Administrative</u>	
Advertising	\$ -	\$ -	\$ 153,863	\$ 2,008	\$ 155,871
Auto Expense	-	-	-	2,271	2,271
Bank Fees	-	216	-	4,171	4,387
Depreciation	-	-	-	19,406	19,406
Dues & Subscriptions	-	565	4,320	8,744	13,629
Education	-	215	814	13,240	14,269
Insurance	-	-	-	3,549	3,549
Interest	-	-	-	659	659
Meals & Entertainment	-	770	289	1,844	2,903
Office Supplies	-	3,874	528	25,142	29,544
Payroll Taxes	6,135	19,081	39,533	18,104	82,853
Office Equipment	-	280	1,680	25,889	27,849
Professional Fees	-	4,842	120	30,409	35,371
Partner Programs	-	155,345	5,000	420	160,765
Rent	-	-	-	161,731	161,731
Repairs	-	-	-	3,219	3,219
Salaries & Benefits	55,946	175,184	365,036	188,012	784,178
Travel	-	2,443	33,412	7,828	43,683
Website	-	300	8,375	30,984	39,659
	<u>\$ 62,081</u>	<u>\$ 363,115</u>	<u>\$ 612,970</u>	<u>\$ 547,630</u>	<u>\$ 1,585,796</u>

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



\$2,000

REQUEST FOR FUNDING APPLICATION

NAME OF ORGANIZATION: RADIO FREE MINTURN  
 DATE SUBMITTED: OCT 6, 2015  
 NAME OF REPRESENTATIVE: BRIAN DUCHINSKY  
 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 NONCOMMERCIAL

Quick Reference Financial Data:

2013 Operating Revenue	\$22,747	Operating Expenses	\$16,684
2014 Operating Revenue	\$13,893	Operating Expenses	\$15,224
2015(e) Operating Revenue	\$12,900	Operating Expenses	\$16,065

COMMUNITY RADIO STATION

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

**TOWN OF MINTURN  
RADIO FREE MINTURN GRANT REQUEST - 2016**

**1) Our 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 fledging 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 LP-FM broadcast operations on June 23, 2006. Our current signal is strong and clear from Vail Pass to Walcott, and from Dowd Junction to Tennessee Pass; and we also continuously stream our programming over the internet. RFM is operated by 20-30 volunteer DJs, ranging in age from 21 to 60, who each typically broadcast a 2-hour show once a week. RFM's Board of Directors is also made up entirely of volunteers.

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

**2) Project/program funding will support and how this benefits Town of Minturn**  
Radio Free Minturn requests \$2,000 in financial support from the Town of Minturn to assist the station in covering its annual operating expenses. The expenses include rent for studio and office space, utilities, supplies, broadcast royalties, programming software, internet streaming service, 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 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.

RFM also regularly updates our website and Facebook page to push public service messages to an interested, mobile audience, even if they are not listening at that moment.

Indirectly, by our 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 our station's bumper stickers can be regularly spotted.

With our studio and office in downtown Minturn, RFM attracts visitors and shoppers to Minturn businesses, even if only our volunteers and their families and friends are considered.

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

A steady number of active volunteers (now into our tenth year of broadcasting), as well as corporate underwriters and individual financial supporters, ultimately reflect RFM's success. General interest in the station can also be inferred through website traffic, Facebook "likes" and comments, served internet streams, studio phone calls and email inquiries.

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

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

RFM is the only non-commercial, community radio station in Eagle County. The station's charter and format is unique; and there are no other 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 2015, the Town of Minturn has provided between \$500 and \$2,000 annually to support RFM. Because of RFM's relatively healthy income/expense position, no funds were requested from the Town of Minturn in 2009. However, because of the sluggish economic recovery, increased marketing expenses and equipment replacement, RFM does need the Town's financial support in 2016.

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

RFM's fundraising typically includes an annual Birthday Bash to solicit support from individual local donors, active solicitation of area and regional grants, underwriting from local businesses and two, on-air fund drives. We anticipate that 80-90% of RFM's revenues will still come directly from our listeners, and their families and friends.

In the past year, RFM has expanded our fundraising to also include a third on-air fund drive, direct solicitation of donations via email campaigns and through our website and social media, as well as an outreach to local businesses for underwriting opportunities.

Looking ahead to 2016, RFM's Board is currently strategizing on how to leverage our upcoming 10th Anniversary into a major campaign to further increase our financial reserves.

**7) Projected need for future funding from the Town**

Over the next few years, despite plans to expand fundraising, RFM anticipates that its funding request from the Town of Minturn will remain relatively constant.

I, and our entire volunteer Board of Directors, are 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



**Accountant's Compilation Report**

To the Board of Trustees of  
Radio Free Minturn

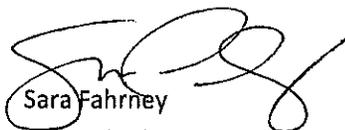
We have compiled the accompanying Statement of Assets, Liabilities & Equity – Income Tax Basis of Radio Free Minturn (a non-profit entity) as of December 31, 2014, and the related Statement of Revenues & Expenses for the period then ended. We have not audited or reviewed the accompanying financial statements 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 2/3/15

**Radio Free Minturn Inc.**  
**Statement of Assets, Liabilities & Equity - Income Tax Basis**  
As of December 31, 2014

	Dec 31, 14
<b>ASSETS</b>	
<b>Current Assets</b>	
Checking/Savings	
FirstBank Checking	959.61
FirstBank Savings	30,914.58
<b>Total Checking/Savings</b>	31,874.19
<b>Other Current Assets</b>	
Prepaid Expenses	570.75
<b>Total Other Current Assets</b>	570.75
<b>Total Current Assets</b>	32,444.94
<b>Fixed Assets</b>	
Office Equipment	1,107.15
Studio & Broadcast Equipment	37,652.17
Accumulated Depreciation	-18,284.00
<b>Total Fixed Assets</b>	20,475.32
<b>TOTAL ASSETS</b>	<b>52,920.26</b>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
Credit Cards	249.45
<b>Total Current Liabilities</b>	249.45
<b>Total Liabilities</b>	249.45
<b>Equity</b>	
Unrestricted Net Assets	56,205.84
Net Income	-3,535.03
<b>Total Equity</b>	52,670.81
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>52,920.26</b>

**Radio Free Minturn Inc.**  
**Statement of Revenues & Expenses - Income Tax Basis**  
October through December 2014

	Oct - Dec 14	Jan - Dec 14
<b>Ordinary Income/Expense</b>		
<b>Income</b>		
<b>Contributions</b>		
Amazon Smile	12.47	24.11
Birthday Bash	0.00	1,073.00
General	1,645.00	1,870.00
Grants	0.00	1,000.00
Semi-Annual Fund Drive	1,807.62	10,325.82
<b>Total Contributions</b>	3,465.09	14,292.93
<b>Total Income</b>	3,465.09	14,292.93
<b>Cost of Goods Sold</b>		
Fund Drive Expenses	29.06	399.90
<b>Total COGS</b>	29.06	399.90
<b>Gross Profit</b>	3,436.03	13,893.03
<b>Expense</b>		
Advertising & Promotion	0.00	324.50
Dues & Memberships	0.00	743.00
Insurance	205.75	1,761.85
Internet Hosting & Projects	0.00	949.06
Internet Service	158.72	634.38
Licenses & Fees	600.00	1,425.88
Meals & Entertainment	137.15	287.90
Office Expense	65.64	228.10
Professional Services	0.00	900.00
Program & Music Acquisition	0.00	89.00
Rent		
Studio Rent	1,500.00	6,000.00
Tower Rent	245.60	1,473.60
<b>Total Rent</b>	1,745.60	7,473.60
Royalties	40.00	40.00
Telephone Expense	61.59	366.88
<b>Total Expense</b>	3,014.45	15,224.15
<b>Net Ordinary Income</b>	421.58	-1,331.12
<b>Other Income/Expense</b>		
<b>Other Income</b>		
Credit Card Rewards	24.39	24.39
Interest Income	7.97	30.70
<b>Total Other Income</b>	32.36	55.09
<b>Other Expense</b>		
Depreciation Expense	564.75	2,259.00
<b>Total Other Expense</b>	564.75	2,259.00
<b>Net Other Income</b>	-532.39	-2,203.91
<b>Net Income</b>	-110.81	-3,535.03

See Accountant's Compilation Report

2:26 PM  
 10/22/14  
 Accrual Basis

## Radio Free Minturn Inc. Profit & Loss Budget Overview January through December 2015

	Jan - Mar 15	Apr - Jun 15	Jul - Sep 15	Oct - Dec 15	TOTAL Jan - Dec 15
<b>Ordinary Income/Expense</b>					
<b>Income</b>					
<b>Contributions</b>					
Birthday Bash	0.00	0.00	1,860.00	0.00	1,860.00
Grants	325.00	325.00	325.00	325.00	1,300.00
Semi-Annual Fund Drive	3,000.00	3,000.00	3,000.00	3,000.00	12,000.00
<b>Total Contributions</b>	<u>3,325.00</u>	<u>3,325.00</u>	<u>5,185.00</u>	<u>3,325.00</u>	<u>15,160.00</u>
<b>Total Income</b>	3,325.00	3,325.00	5,185.00	3,325.00	15,160.00
<b>Cost of Goods Sold</b>					
Fund Drive Expenses	150.00	150.00	150.00	150.00	600.00
<b>Total COGS</b>	<u>150.00</u>	<u>150.00</u>	<u>150.00</u>	<u>150.00</u>	<u>600.00</u>
<b>Gross Profit</b>	3,175.00	3,175.00	5,035.00	3,175.00	14,560.00
<b>Expense</b>					
Advertising & Promotion	110.00	110.00	110.00	110.00	440.00
Dues & Memberships	185.00	185.00	185.00	185.00	740.00
Insurance	437.50	437.50	437.50	437.50	1,750.00
Internet Hosting & Projects	237.50	237.50	237.50	237.50	950.00
Internet Service	115.00	115.00	115.00	115.00	460.00
Licenses & Fees	200.00	200.00	200.00	200.00	800.00
Meals & Entertainment	125.00	125.00	125.00	125.00	500.00
Office Expense	50.00	50.00	50.00	50.00	200.00
Professional Services	225.00	225.00	225.00	225.00	900.00
Program & Music Acquisition	62.50	62.50	62.50	62.50	250.00
<b>Rent</b>					
Studio Rent	1,500.00	1,500.00	1,500.00	1,500.00	6,000.00
Tower Rent	368.75	368.75	368.75	368.75	1,475.00
<b>Total Rent</b>	<u>1,868.75</u>	<u>1,868.75</u>	<u>1,868.75</u>	<u>1,868.75</u>	<u>7,475.00</u>
Repairs & Maintenance	225.00	225.00	225.00	225.00	900.00
Telephone Expense	175.00	175.00	175.00	175.00	700.00
<b>Total Expense</b>	<u>4,016.25</u>	<u>4,016.25</u>	<u>4,016.25</u>	<u>4,016.25</u>	<u>16,065.00</u>
<b>Net Ordinary Income</b>	-841.25	-841.25	1,018.75	-841.25	-1,505.00
<b>Other Income/Expense</b>					
<b>Other Income</b>					
Interest Income	3.75	3.75	3.75	3.75	15.00
<b>Total Other Income</b>	3.75	3.75	3.75	3.75	15.00
<b>Other Expense</b>					
Depreciation Expense	0.00	0.00	0.00	1,130.00	1,130.00
<b>Total Other Expense</b>	0.00	0.00	0.00	1,130.00	1,130.00
<b>Net Other Income</b>	3.75	3.75	3.75	-1,126.25	-1,115.00
<b>Net Income</b>	<u><u>-837.50</u></u>	<u><u>-837.50</u></u>	<u><u>1,022.50</u></u>	<u><u>-1,967.50</u></u>	<u><u>-2,620.00</u></u>

INTERNAL REVENUE SERVICE  
P. O. BOX 2508  
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: JUL 28 2008

RADIO FREE MINTURN INC  
C/O LIZ CAMPBELL  
PO BOX 987  
MINTURN, CO 81645

Employer Identification Number:  
20-2826734  
DLN:  
17053278002045  
Contact Person: JULIE CHEN ID# 31261  
Contact Telephone Number:  
(877) 829-5500  
Accounting Period Ending:  
December 31  
Public Charity Status:  
170(b)(1)(A)(vi)  
Form 990 Required:  
Yes  
Effective Date of Exemption:  
March 22, 2005  
Contribution Deductibility:  
Yes  
Advance Ruling Ending Date:  
December 31, 2009

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. During your advance ruling period, you will be treated as a public charity. Your advance ruling period begins with the effective date of your exemption and ends with advance ruling ending date shown in the heading of the letter.

Shortly before the end of your advance ruling period, we will send you Form 8734, Support Schedule for Advance Ruling Period. You will have 90 days after the end of your advance ruling period to return the completed form. We will then notify you, in writing, about your public charity status.

Please see enclosed Information for Exempt Organizations Under Section 501(c)(3) for some helpful information about your responsibilities as an exempt organization.

Sincerely,



Lois G. Lerner  
Director, Exempt Organizations  
Rulings and Agreements

Enclosures: Information for Organizations Exempt Under Section 501(c)(3)  
Statute Extension

Letter 1045 (DO/CG)

**RADIO FREE MINTURN - BOARD OF DIRECTORS (AS OF FEB 2015)**

**President**

Brian Duchinsky  
970-485-4867  
[brian@radiofreeminturn.org](mailto:brian@radiofreeminturn.org)

**Vice-President**

Casey Leake  
303-378-1014  
[casey@radiofreeminturn.org](mailto:casey@radiofreeminturn.org)

**Secretary**

Dina Patisaivos  
937-210-0962  
[dina@radiofreeminturn.org](mailto:dina@radiofreeminturn.org)

**Treasurer**

Andrew Trumbo  
918-269-7646  
[andrew@radiofreeminturn.org](mailto:andrew@radiofreeminturn.org)

**Board Member**

Owen Hutchinson  
315-427-1063  
[owen@radiofreeminturn.org](mailto:owen@radiofreeminturn.org)

**Board Member**

Courtney Mirabile  
720-256-9609  
[courtney@radiofreeminturn.org](mailto:courtney@radiofreeminturn.org)

**Advisor (and Past President)**

Dave Eickholt  
203-246-9661  
[dave@radiofreeminturn.org](mailto:dave@radiofreeminturn.org)

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



REQUEST FOR FUNDING APPLICATION

NAME OF ORGANIZATION: Walking Mountains Science Center  
 DATE SUBMITTED: 9/3/2015  
 NAME OF REPRESENTATIVE: Doug Dusenberry  
 MAILING/STREET ADDRESS: P.O. Box 9469, Avon, CO 81620  
 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 13 Operating Revenue	\$1,277,316	Operating Expenses	\$1,280,997
FY 14 Operating Revenue	\$1,902,970	Operating Expenses	\$1,755,618
FY 15 Operating Revenue	\$2,294,483	Operating Expenses	\$2,016,921

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

# **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 22%- 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 has made grants of \$1,000.00 in CY2012-2015.

#### **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.

4:52 PM

08/19/15

Accrual Basis

**Walking Mountains Science Center**  
**Balance Sheet Prev Month Comparison**  
As of June 30, 2015

	Jun 30, 15	May 31, 15	\$ Change	% Change
<b>ASSETS</b>				
<b>Current Assets</b>				
<b>Checking/Savings</b>				
1001 · Alpine Bank Operating	237,189	8,924	228,266	2,558%
1036 · Alpine Bank EcoBuld	14,741	21,810	-7,069	-32%
1034 · Alpine Bank GIS	3	3	0	0%
1000 · First Bank Checking	16,000	16,000	0	0%
10960 · Eagle Vail Comm Garden Acct	8,511	10,205	-1,695	-17%
10950 · Vail Comm Garden Acct	4,510	4,335	175	4%
1037 · Alpine Bank Reserve	210,271	210,269	2	0%
1002 · Alpine Bank Capital	31,171	335,595	-304,424	-91%
1041 · FirstBank Capital	101,318	101,309	9	0%
1031 · Centennial Bank Capital MMkt	50,177	50,171	6	0%
1095 · Vanguard Reserve				
Stockwell Endowment - VBIAX	40,127	40,435	-308	-1%
Vanguard Stock Mkt Index Acct	17,124	17,181	-58	-0%
Vanguard Money Mkt	18,846	18,845	1	0%
<b>Total 1095 · Vanguard Reserve</b>	<b>76,096</b>	<b>76,461</b>	<b>-365</b>	<b>-1%</b>
1075 · Petty Cash	100	300	-200	-67%
<b>Total Checking/Savings</b>	<b>750,087</b>	<b>835,381</b>	<b>-85,294</b>	<b>-10%</b>
<b>Accounts Receivable</b>				
1100 · Accounts Receivable	94,760	21,455	73,305	342%
1110 · Promises to Give (Current)	103,575	111,825	-8,250	-7%
1120 · Promises to Give (Non Current)	356,283	356,283	0	0%
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>	<b>509,990</b>	<b>444,935</b>	<b>65,055</b>	<b>15%</b>
<b>Other Current Assets</b>				
6200 · Employee Purchases	4,477	4,429	48	1%
Due from Vendors	80	80	0	0%
1121 · Store Inventory Asset	20,555	28,642	-8,086	-28%
1140 · Prepaid Expenses	22,599	10,899	11,700	107%
1180 · Security Deposit	27,000	27,300	-300	-1%
1499 · Undeposited Funds	3,250	22,734	-19,484	-86%
<b>Total Other Current Assets</b>	<b>77,961</b>	<b>94,083</b>	<b>-16,122</b>	<b>-17%</b>
<b>Total Current Assets</b>	<b>1,338,037</b>	<b>1,374,398</b>	<b>-36,361</b>	<b>-3%</b>
<b>Fixed Assets</b>				
1610 · Building-Walking Mtn Campus	7,608,717	7,608,717	0	0%
1800 · Land	3,850,000	3,850,000	0	0%
1660 · Furnitures & Fixtures	726,772	726,772	0	0%
1670 · Software & Website Design	97,516	97,516	0	0%
1640 · Computer Equipment	95,447	92,630	2,816	3%
1700 · Vehicles	35,194	35,194	0	0%
1680 · Program Equipment	13,894	13,894	0	0%
1600 · Accumulated Depreciation	-910,897	-910,897	0	0%
<b>Total Fixed Assets</b>	<b>11,516,642</b>	<b>11,513,826</b>	<b>2,816</b>	<b>0%</b>
<b>TOTAL ASSETS</b>	<b>12,854,680</b>	<b>12,888,224</b>	<b>-33,544</b>	<b>-0%</b>

4:52 PM  
 08/19/15  
 Accrual Basis

**Walking Mountains Science Center**  
**Balance Sheet Prev Month Comparison**  
 As of June 30, 2015

	<u>Jun 30, 15</u>	<u>May 31, 15</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	11,936	19,309	-7,373	-38%
2015 · STI Accounts Payable	0	6,775	-6,775	-100%
<b>Total Accounts Payable</b>	<u>11,936</u>	<u>26,084</u>	<u>-14,148</u>	<u>-54%</u>
<b>Credit Cards</b>				
2005 - Chase	24,803	16,557	8,246	50%
<b>Total Credit Cards</b>	<u>24,803</u>	<u>16,557</u>	<u>8,246</u>	<u>50%</u>
<b>Other Current Liabilities</b>				
2050 · Alpine Bank Construction Loan	372,673	446,000	-73,328	-16%
2060 · Deferred revenues	187,496	100,159	87,337	87%
2010 · Accrued Liabilities	-33,176	0	-33,176	-100%
2070 · Prepaid Program Fees	62,548	56,474	6,074	11%
2075 · Held for Community Gardens	8,316	8,316	0	0%
2100 · Payroll Liabilities				
2110 · Federal Withholding	0	4,323	-4,323	-100%
2120 · FICA	0	6,623	-6,623	-100%
2130 · State Withholding	2,991	4,066	-1,075	-26%
2150 · Simple IRA	293	1,842	-1,549	-84%
2100 · Payroll Liabilities - Other	26	11	15	130%
<b>Total 2100 · Payroll Liabilities</b>	<u>3,310</u>	<u>16,866</u>	<u>-13,556</u>	<u>-80%</u>
2140 · Direct Deposit Liabilities	-102	0	-102	-100%
2160 · Sales Tax Payable	578	1,019	-441	-43%
<b>Total Other Current Liabilities</b>	<u>601,642</u>	<u>628,834</u>	<u>-27,192</u>	<u>-4%</u>
<b>Total Current Liabilities</b>	<u>638,382</u>	<u>671,475</u>	<u>-33,093</u>	<u>-5%</u>
<b>Total Liabilities</b>	<u>638,382</u>	<u>671,475</u>	<u>-33,093</u>	<u>-5%</u>
<b>Equity</b>				
3900 · Retained Earnings	11,935,641	11,935,641	0	0%
Net Income	281,058	281,509	-451	-0%
<b>Total Equity</b>	<u>12,216,698</u>	<u>12,217,149</u>	<u>-451</u>	<u>0%</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><u>12,855,080</u></u>	<u><u>12,888,624</u></u>	<u><u>-33,544</u></u>	<u><u>-0%</u></u>

Walking Mountains Science Center  
Profit & Loss Budget vs. Actual Annual Operating  
July 2014 through June 2015

	Jul '14 - Jun 15	Budget	\$ Over Budget	% of Budget
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
4030 - Corporate Contributions	147,258	109,108	38,150	135%
4050 - Foundation Contributions	222,787	182,991	39,806	122%
4080 - Government Contributions	61,770	105,817	-44,047	58%
4110 - Individual Contributions	994,799	755,584	239,235	132%
4130 - In-Kind Donation	28,511	41,204	-12,693	69%
4140 - Special Events InKind Donation	8,560	14,500	-5,940	59%
4210 - Program Fees	789,152	670,477	128,675	119%
4270 - Other Income	6,651	10,200	-3,549	65%
4500 - Store Sales Income	24,987	32,650	-7,663	77%
<b>Total Income</b>	<u>2,294,483</u>	<u>1,822,509</u>	<u>371,974</u>	<u>119%</u>
<b>Gross Profit</b>	2,294,483	1,922,509	371,974	119%
<b>Expense</b>				
6000 - Accounting	16,160	17,400	-1,240	93%
6020 - Advertising & Marketing	53,567	78,554	-24,987	68%
6040 - Bank and Finance Charges	590	300	290	197%
6060 - Board & Committee Ops.	165	850	-685	19%
6080 - Capital Improvements	18,500			
6100 - Computer Support	52,481	58,400	-5,909	90%
6140 - Contract Services	139,569	79,760	59,809	175%
6150 - Credit Card Fees	9,489	6,200	3,289	153%
6180 - Donor Cultivation/Stewardship	2,204	3,370	-1,166	65%
6180 - Dues & Subscriptions	3,585	5,769	-2,184	62%
6220 - Employees				
6240 - Employee Benefits	78,253	83,954	-5,701	93%
6250 - IRA Employer Contribution	15,235	21,872	-6,637	70%
6260 - Payroll Tax Expenses	80,732	72,689	8,043	111%
6270 - Worker's Comp Insurance	7,145			
6275 - Payroll Processing Fees	1,643			
6280 - Salaries & Wages	<u>1,055,285</u>	<u>1,025,504</u>	<u>29,781</u>	<u>103%</u>
<b>Total 6220 - Employees</b>	1,238,293	1,204,019	34,274	103%
6290 - Energy Rebate	72,255	63,000	9,255	115%
6300 - Small Equipment	1,658	10,450	-8,794	16%
6320 - Fees & Permits	20,304	13,675	6,629	148%
6340 - Fire Aid Supplies	4,484	4,750	-266	94%
6360 - Food Supplies	11,841	12,740	-899	93%
6380 - In-Kind Expense	28,511	41,204	-12,693	69%
6400 - Insurance	25,593	33,000	-7,407	78%
6420 - Interest Expense	25,088	0	25,088	100%
6440 - Legal	0	300	-300	0%
6460 - Library Supplies	558	1,338	-780	42%
6480 - Meals & Entertainment	4,043	8,155	-2,112	66%
6490 - Special Events Food & Entertain	47,707	44,750	2,957	107%
6540 - Office Supplies	5,724	4,005	1,719	143%
6550 - Store Inventory Expense	16,368	17,500	-1,132	94%
6580 - Postage	8,137	4,430	3,707	139%
6580 - Printing & Copying	27,781	28,306	-525	98%
6600 - Professional Development	16,341	14,870	1,471	110%
6620 - Program Supplies	38,418	38,050	368	101%
6640 - Recognition & Awards	6,730	4,200	2,530	160%
6660 - Recruitment	4,250	1,953	2,297	216%
6680 - Rent	0	0	0	0%
6700 - Repairs & Maintenance				
Trash & Recycling	1,184	1,200	-16	99%
Mechanical Systems Maintenance	11,133	11,500	-367	97%
Snow Removal	3,886	2,000	1,886	194%
Landscaping	14,435	15,000	-565	96%
Cleaning	17,454	18,304	-850	95%
6700 - Repairs & Maintenance - Other	<u>6,595</u>	<u>4,560</u>	<u>2,035</u>	<u>145%</u>
<b>Total 6700 - Repairs &amp; Maintenance</b>	54,687	52,564	2,123	104%
6710 - Special Events InKind Expense	6,580	14,500	-7,920	59%
6720 - Telephone	10,668	10,800	-132	99%
6740 - Travel & Lodging	10,809	9,095	1,714	119%
6760 - Uniforms	6,709	3,785	2,924	178%
6780 - Utilities	11,600	13,920	-2,320	83%
6800 - Vehicle Operations	<u>17,508</u>	<u>15,575</u>	<u>1,931</u>	<u>112%</u>
<b>Total Expense</b>	<u>2,016,921</u>	<u>1,917,517</u>	<u>99,404</u>	<u>105%</u>
<b>Net Ordinary Income</b>	277,562	4,992	272,570	5,580%
<b>Other Income/Expense</b>				
<b>Other Income</b>				
4230 - Unrealized Gains/Losses	3,104			
4250 - Interest/Div Income	<u>389</u>	<u>220</u>	<u>169</u>	<u>177%</u>
<b>Total Other Income</b>	3,493	220	3,273	1,588%
<b>Net Other Income</b>	<u>3,493</u>	<u>220</u>	<u>3,273</u>	<u>1,588%</u>
<b>Net Income</b>	<u>281,055</u>	<u>5,212</u>	<u>275,843</u>	<u>5,392%</u>

# Walking Mountains Science Center FY 2016 Operating Budget

July 1, 2015 - June 30, 2016

<b>Income</b>	
4030 · Corporate Contributions	134,306
4050 · Foundation Contributions	242,839
4090 · Government Contributions	66,548
4110 · Individual Contributions	1,061,931
4130 · In-Kind Donation	60,771
4210 · Program Fees	793,644
4270 · Other Income	81,822
4500 · Store Sales Income	27,274
<b>Total Income</b>	<b>2,469,134</b>
<b>Expense</b>	
6000 · Accounting	17,400
6020 · Advertising & Marketing	82,482
6040 · Bank and Finance Charges	300
6060 · Board & Committee Ops.	850
6100 · Computer Support	40,880
6140 · Contract Services	121,000
6150 · Credit Card Fees	8,610
6160 · Donor Cultivation/Stewardship	3,707
6180 · Dues & Subscriptions	5,769
6220 · Employees	-
6240 · Employee Benefits	113,615
6250 · IRA Employer Contribution	33,118
6260 · Payroll Expenses	97,656
6280 · Salaries & Wages	1,384,409
<b>Total 6220 · Employees</b>	<b>1,628,797</b>
6290 · Energy Rebate	65,000
6300 · Equipment	15,450
6320 · Fees & Permits	16,417
6340 · First Aid Supplies	7,750
6360 · Food Supplies	14,014
6380 · In-Kind Expense	41,204
6400 · Insurance	34,650
6390 · Interest Expense	-
6440 · Legal	300
6460 · Library Supplies	1,472
6480 · Meals & Entertainment	11,000
6490 · Special Events Food & Entertain	46,988
6540 · Office Supplies	5,250
6550 · Store Inventory Expense	18,375
6560 · Postage	5,500
6580 · Printing & Copying	31,137
6600 · Professional Development	29,357
6620 · Program Supplies	39,655
6640 · Recognition & Awards	6,000
6660 · Recruitment	2,148
6700 · Repairs & Maintenance	69,920
6710 · Special Events InKind Expense	14,500
6720 · Telephone	11,340
6740 · Travel & Lodging	23,500
6760 · Uniforms	9,222
6780 · Utilities	14,616
6800 · Vehicle Operations	24,575
<b>Total Expense</b>	<b>2,469,134</b>
4250 · Interest/Div Income	220
<b>Net Ordinary Income</b>	<b>220</b>
<b>Fundraising Income</b>	<b>1,505,624</b>



Department of the Treasury  
Internal Revenue Service

P.O. Box 2508, Room 4010  
Cincinnati OH 45201

In reply refer to: 4077550279  
Mar. 01, 2011 LTR 4168C 0  
84-1436731 000000 00

00031520  
BODC: TE

WALKING MOUNTAINS  
% TIFFANI HODLE  
PO BOX 9469  
AVON CO 81620-9403



030068

Employer Identification Number: 84-1436731  
Person to Contact: Sophia Brown  
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your Jan. 11, 2011, request for information regarding your tax-exempt status.

Our records indicate that you were recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in April 1998.

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(1) and 170(b)(1)(A)(vi).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

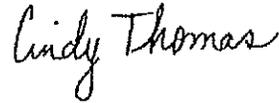
Please refer to our website [www.irs.gov/eo](http://www.irs.gov/eo) for information regarding filing requirements. Specifically, section 6033(j) of the Code provides that failure to file an annual information return for three consecutive years results in revocation of tax-exempt status as of the filing due date of the third return for organizations required to file. We will publish a list of organizations whose tax-exempt status was revoked under section 6033(j) of the Code on our website beginning in early 2011.

4077550279  
Mar. 01, 2011 LTR 4168C 0  
84-1436731 000000 00  
00031521

WALKING MOUNTAINS  
% TIFFANI HOOLE  
PO BOX 9469  
AVON CO 81620-9403

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely yours,



Cindy Thomas  
Manager, EO Determinations

INTERNAL REVENUE SERVICE  
DISTRICT DIRECTOR  
P. O. BOX 2508  
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: APR 23 1998

GORE RANGE NATURAL SCIENCE SCHOOL  
NON PROFIT CORPORATION  
C/O KIMBERLY LANGMAID  
P.O.BOX 6112  
VAIL, CO 81658-6112

Employer Identification Number:  
84-1436731

DLN:  
17053324014007

Contact Person:  
EO CUSTOMER SERVICE  
Contact Telephone Number:  
(213) 894-2289

Accounting Period Ending:  
May 31  
Foundation Status Classification:  
170(b)(1)(A)(vi)  
Advance Ruling Period Begins:  
September 27, 1997  
Advance Ruling Period Ends:  
May 31, 2002  
Addendum Applies:  
no

Dear Applicant:

Based on information you supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from federal income tax under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3).

Because you are a newly created organization, we are not now making a final determination of your foundation status under section 509(a) of the Code. However, we have determined that you can reasonably expect to be a publicly supported organization described in sections 509(a)(1) and 170(b)(1)(A)(vi).

Accordingly, during an advance ruling period you will be treated as a publicly supported organization, and not as a private foundation. This advance ruling period begins and ends on the dates shown above.

Within 90 days after the end of your advance ruling period, you must send us the information needed to determine whether you have met the requirements of the applicable support test during the advance ruling period. If you establish that you have been a publicly supported organization, we will classify you as a section 509(a)(1) or 509(a)(2) organization as long as you continue to meet the requirements of the applicable support test. If you do not meet the public support requirements during the advance ruling period, we will classify you as a private foundation for future periods. Also, if we classify you as a private foundation, we will treat you as a private foundation from your beginning date for purposes of section 507(d) and 4940.

Grantors and contributors may rely on our determination that you are not a private foundation until 90 days after the end of your advance ruling period. If you send us the required information within the 90 days, grantors and contributors may continue to rely on the advance determination until we make a final determination of your foundation status.

Letter 1045 (DO/CG)

GORE RANGE NATURAL SCIENCE SCHOOL

If we publish a notice in the Internal Revenue Bulletin stating that we will no longer treat you as a publicly supported organization, grantors and contributors may not rely on this determination after the date we publish the notice. In addition, if you lose your status as a publicly supported organization, and a grantor or contributor was responsible for, or was aware of, the act or failure to act, that resulted in your loss of such status, that person may not rely on this determination from the date of the act or failure to act. Also, if a grantor or contributor learned that we had given notice that you would be removed from classification as a publicly supported organization, then that person may not rely on this determination as of the date he or she acquired such knowledge.

If you change your sources of support, your purposes, character, or method of operation, please let us know so we can consider the effect of the change on your exempt status and foundation status. If you amend your organizational document or bylaws, please send us a copy of the amended document or bylaws. Also, let us know all changes in your name or address.

As of January 1, 1984, you are liable for social security taxes under the Federal Insurance Contributions Act on amounts of \$100 or more you pay to each of your employees during a calendar year. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the private foundation excise taxes under Chapter 42 of the Internal Revenue Code. However, you are not automatically exempt from other federal excise taxes. If you have any questions about excise, employment, or other federal taxes, please let us know.

Donors may deduct contributions to you as provided in section 170 of the Internal Revenue Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Donors may deduct contributions to you only to the extent that their contributions are gifts, with no consideration received. Ticket purchases and similar payments in conjunction with fundraising events may not necessarily qualify as deductible contributions, depending on the circumstances. Revenue Ruling 67-246, published in Cumulative Bulletin 1967-2, on page 104, gives guidelines regarding when taxpayers may deduct payments for admission to, or other participation in, fundraising activities for charity.

You are not required to file Form 990, Return of Organization Exempt From Income Tax, if your gross receipts each year are normally \$25,000 or less. If you receive a Form 990 package in the mail, simply attach the label provided, check the box in the heading to indicate that your annual gross receipts are normally \$25,000 or less, and sign the return.

If a return is required, it must be filed by the 15th day of the fifth

Letter 1045 (DO/CG)

GORE RANGE NATURAL SCIENCE SCHOOL

month after the end of your annual accounting period. A penalty of \$20 a day is charged when a return is filed late, unless there is reasonable cause for the delay. However, the maximum penalty charged cannot exceed \$10,000 or 5 percent of your gross receipts for the year, whichever is less. For organizations with gross receipts exceeding \$1,000,000 in any year, the penalty is \$100 per day per return, unless there is reasonable cause for the delay. The maximum penalty for an organization with gross receipts exceeding \$1,000,000 shall not exceed \$50,000. This penalty may also be charged if a return is not complete. So, please be sure your return is complete before you file it.

You are not required to file federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T, Exempt Organization Business Income Tax Return. In this letter we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

You are required to make your annual return available for public inspection for three years after the return is due. You are also required to make available a copy of your exemption application, any supporting documents, and this exemption letter. Failure to make these documents available for public inspection may subject you to a penalty of \$20 per day for each day there is a failure to comply (up to a maximum of \$10,000 in the case of an annual return).

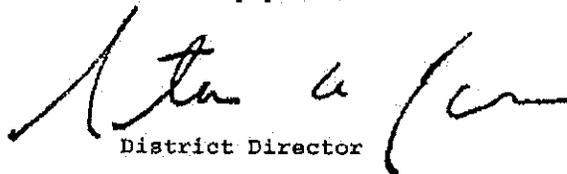
You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, we will assign a number to you and advise you of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

If we said in the heading of this letter that an addendum applies, the addendum enclosed is an integral part of this letter.

Because this letter could help us resolve any questions about your exempt status and foundation status, you should keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

Sincerely yours,

  
District Director

Letter 1045 (DO/CG)

**WALKING MOUNTAINS  
BOARD OF DIRECTORS – 2015**

Alix Berglund - Director  
Hans Berglund – Advisory Director  
Edwards, CO

Kristen Bertuglia- Director  
Vail, CO

Fritz Bratschie– Director  
Vail, CO

Kelly Bronfman – Advisory Director  
Edwards, CO

Kate Cocchiarella – Director  
Vail, CO

Matt Donovan- Director  
Edwards, CO

Markian Feduschak – Ex-Officio – President  
Eagle, CO

Craig Foley – Director  
Edwards, CO

Amanda M. Ford- Director  
Edwards, CO

Megan Gilman- Director  
Avon, CO

Dr. Jason Glass, Ph.D – Advisory Director  
Eagle, CO

Shelly Jarnot - Director  
Edwards, CO

Greg Johnson – Treasurer  
Edwards, CO

Kim Langmaid Ph.D. – Founder, Ex-Officio  
Vail, CO

Shannan Lentz- Director  
Edwards, CO

Jay Mahoney- Director  
Edwards, CO

Jenny Maritz - Director  
Avon, CO

Ellen Moritz – Director  
Avon, CO

Misha Moritz- Director  
Edwards, CO

Dale Mosier - Secretary  
Jeanne Mosier– Advisory Director  
Edwards, CO

Dan Patten – Advisory Director  
Boulder, CO

Ben Peternell – Vice Chair  
Avon, CO

John Shipp - Director  
Edwards, CO

Pat Tierney – Chair  
Beaver Creek, CO

Rick Travers, Esq. - Director  
Edwards, CO

Carroll Tyler – Director  
Avon, CO

Barb Wenninger- Director  
Gypsum, CO

Emily Zeigler- Director  
Beaver Creek, CO

Emerita Directors  
Kathy Borgen, Vail, CO  
Holly Elliott, Edwards, CO

Emeritus Directors  
Phil Brodsky, Avon, CO  
Alan Danson, Vail, CO  
Buck Elliott, Edwards, CO

TOWN OF MINTURN  
REQUEST FOR FUNDING APPLICATION

**Name of Organization:** Minturn Community Fund

**Date Submitted:** 10/2/15

**Name of Representative:** Diana Scherr, Board President

**Mailing/Street Address:** P.O. Box 279 | 291 Main Street, Minturn, CO 81645

**Telephone/Email:** (970) 376-4445 / info@minturncommunityfund.org

**Please indicate major funding source:** Donations (corporate, foundation, private donors)

**Please indicate type of organization:** Community building; Cultural enrichment

**Quick Reference Financial Data:** Operating Revenue: \$74,330  
Operating Expenses: \$68,620

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

The Minturn Community Fund (MCF) connects people, enhances lives, and enriches and preserves 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.**

Minturn Community Fund has been a grateful benefactor of the Town's generosity for many years. Together, we have been able to establish many of MCF's signature programs and events, including Thursday night concerts at Little Beach, Yoga in the Park, Neighbors in Need, and the ever-growing Minturn Community Gardens. In 2016, we'd like to request funding to expand our reach and add three new initiatives, as well ask for support for our anchor program.

**1) MISSOULA CHILDREN'S THEATRE**

\* From 2007-2011, MCF hosted this national children's theatre touring company for a weeklong residency in town. It was wildly successful and a program that we've been hoping to bring back for years.

\* By hosting Missoula Children's Theatre ([www.mctinc.org](http://www.mctinc.org)), Minturn will offer character-building opportunities to Minturn (and the valley's) children, ranging in age from 1<sup>st</sup> grade through high school. The cast is made up of 50-60 participants in each community they perform, touching the lives of many families and supporters.

\* In addition to the cost of bringing the show to town, there are a few incidentals with a total value of approximately \$1,800 (i.e.: lodging for the two directors, a local pianist to accompany the production, promotional materials) for which the MCF will find underwriters to fund or provide services in kind.

\* Funding Request: \$3,400 + use of Little Beach Amphitheatre

## 2) VAIL PERFORMING ARTS ACADEMY

\* Vail Performing Arts Academy ([www.vpaa.org](http://www.vpaa.org)) is the local version of Missoula Children's Theatre, and when approached, they jumped at the chance to partner with the MCF and create a unique children's theatre production that highlights Little Beach Amphitheater.

\* The VPAA's original show will take place in June (a historically quiet time at the Little Beach Park) and offer local and valley children the opportunity sing, dance, and act – while building life-long skills of self-confidence and poise.

\* The production includes 9 days of rehearsal, two directors, costumes, set design, music, and the performance. It will cast 30-40 children in total.

\* Total cost for the two weeks is \$6,300. MCF will fund half of the cost of tuition through underwriters and/or tuition.

\* Funding request: \$3,150 + use of Little Beach Amphitheatre

## 3) KIDTURN

\* In keeping with the town's college scholarship opportunities, "KidTurn" is MCF's new scholarship opportunity for local Minturn children (kindergarten – high school) to pursue their academic, athletic, and/or artistic passions.

\* Any Minturn kid, age 5-18, can apply once a year for a scholarship of up to \$200. They need to fill out a 1-page application (parent's help okay) detailing why they want to participate in their given sport camp, go on their choir trip, or take piano lessons and outlining the exact costs. Once the scholarship funds have been received, the MCF requires a thank you note and a picture of them participating in their activity. We'll dedicate a wall at the MCF office to showcase our active, engaged Minturn kids and promote further participation.

\* \$200 may not cover all the costs of their camp or activity, but it should be a wonderful jumpstart (or parent match) to pursuing their passions.

\* MCF has already secured \$2,000 to launch this program; we hope to double that amount with the Town's support.

\* Funding Request: \$2,000

## 3) SUMMER CONCERT SERIES

\* MCF's flagship program is the summer concert series. Every year, the word has spread, and this past summer, the concerts *averaged* over 225 music lovers each week. The concerts and the park were enjoyed by local Minturn folks, valley residents, and visitors alike, whether aged 2 or 82!

\* In 2016, we will once again be showcasing eight diverse bands on the stage of Little Beach, every Thursday evening in July & August.

\* This past year, we saw a significant cost jump in all of our performers' fees; in fact, almost double of what it's been in years past. On average, the bands cost \$1,000-\$2,000 each week, with sound costs for the summer nearly \$5,000 on top of that. Our estimated total for the 2016 concert series is \$20,000. We have always worked hard to secure sponsorships from local businesses, but foresee a need for additional funds in the coming year.

\* Funding Request: \$5,000

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

Local participation and positive community chatter will measure each of the programs outlined above. In addition, we'll work with local businesses to gauge the impact of Missoula Children's Theatre, Vail Performing Arts Academy, and the concert series in bringing additional guests to town. The number of applications each quarter will measure KidTurn's success.

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

\* Because of the success of Missoula Children's Theatre in the past, we actually reached out to the Vail Performing Arts Academy and found them extremely eager to create a similar program for Minturn. Each provides a little something different, and at different times of the summer. We strongly believe that the amphitheater could and should be used for more live performances. By providing two children's theatre productions this upcoming summer we could elevate Minturn and open the doors for even greater collaboration with other performing arts organizations in the valley. These short, intensive acting camps are one-of-a-kind opportunities in this valley.

\* According to our research, there are no other agencies that offer scholarships for K-12 students to pursue constructive extra-curricular activities of their choice. KidTurn offers a unique way to get kids engaged at a young age and proud of the town they call home.

\* There are other concerts in the valley during the summer months, but none quite as special as the Little Beach experience, and none so close to home!

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

Yes, the town has supported MCF in the past by providing a grant for the general fund and various programs and events.

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

In the past 6 months, MCF has sought out and applied for 5 new grants (& have received three of those to date), and that trend will continue. The Board of Directors will also be actively pursuing new donors and sponsors in 2016. Because the town continues to be a vital partner in many of MCF's endeavors, we hope that council will continue to be supportive of the programs and events that MCF undertakes. Having the town's support actually makes it easier for us to secure funding elsewhere because it demonstrates the support of the community and the ability to leverage donations.

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

Our hope is that the town will continue to partner with MCF, providing in-kind and monetary support for the next five years at a similar level.



<b>Total Amount Requested:</b>	\$ 13,550
<b>Percentage of Total Organizational Budget:</b>	%18
<b>Percentage of Total Project Budget:</b>	* Missoula Children's Theatre: 65% * Vail Performing Arts Academy: 50% * KidTurn: 50% * Summer Concert Series: 25%

Minturn Community Fund  
Preliminary FY 2016 Budget

Revenue	General Fund	Summer Concerts	Holiday Gala	Community Gardens	Childrens Theatre	KidTurn	Neighbors in Need
Corporate	\$ 5,000.00	\$ 13,000.00					\$ 2,500.00
Individual	\$ 9,500.00	\$ 2,000.00		\$ 1,030.00	\$ 3,650.00		\$ 500.00
Government		\$ 5,000.00			\$ 6,550.00	\$ 2,000.00	
Non-Profit	\$ 3,000.00					\$ 2,000.00	
Direct Mail	\$ 2,400.00						
Fundraisers	\$ 3,700.00	\$ 500.00	\$ 12,000.00				
Other				\$			
<b>total</b>	<b>\$ 23,600.00</b>	<b>\$ 20,500.00</b>	<b>\$ 12,000.00</b>	<b>\$ 1,030.00</b>	<b>\$ 10,200.00</b>	<b>\$ 4,000.00</b>	<b>\$ 3,000.00</b>

total \$ 23,600.00 \$ 20,500.00 \$ 12,000.00 \$ 1,030.00 \$ 10,200.00 \$ 4,000.00 \$ 3,000.00 \$ 74,330.00

Expense	General Fund	Summer Concerts	Holiday Gala	Community Gardens	Children's Theatre	KidTurn	Neighbors in Need
Accounting	\$ 700.00						
Advertising		\$ 50.00	\$ 300.00		\$ 300.00	\$ 50.00	
Banking fees	\$ 125.00						
Board of Directors							
Computer/Internet	\$ 700.00						
Contracted Services	\$ 14,000.00	\$ 5,000.00			\$ 9,700.00		
Dues & Memberships							
Insurance	\$ 2,600.00						
Legal Fees							
Meals & Entertainment	\$ 50.00						
General Postage/Shipping	\$ 50.00						
Printing/Copying	\$ 75.00						
Rent	\$ 3,600.00		\$ 1,600.00				
General Supplies	\$ 50.00						
Website							
Program costs	\$ 300.00	\$ 1,500.00	\$ 5,800.00	\$ 970.00		\$ 3,800.00	\$ 2,800.00
Talent		\$ 13,000.00	\$ 1,500.00				
Overhead							
<b>total</b>	<b>\$ 22,250.00</b>	<b>\$ 19,550.00</b>	<b>\$ 9,200.00</b>	<b>\$ 970.00</b>	<b>\$ 10,000.00</b>	<b>\$ 3,850.00</b>	<b>\$ 2,800.00</b>
	32%	28%	13%	1%	15%	6%	4%

total \$ 22,250.00 \$ 19,550.00 \$ 9,200.00 \$ 970.00 \$ 10,000.00 \$ 3,850.00 \$ 2,800.00 \$ 68,620.00  
 balance \$ 1,350.00 \$ 950.00 \$ 2,800.00 \$ 60.00 \$ 200.00 \$ 150.00 \$ 200.00 \$ 5,710.00

	revenue	expenses	balance
Programming	\$ 50,730.00	\$ 46,370.00	\$ 4,360.00
Operations	\$ 23,600.00	\$ 22,250.00	\$ 1,350.00
<b>total</b>	<b>\$ 74,330.00</b>	<b>\$ 68,620.00</b>	<b>\$ 5,710.00</b>

Minturn Community Fund Inc  
**Balance Sheet**  
As of September 30, 2015

	<u>Sep 30, 15</u>
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
FirstBank Checking	11,105.93
Raffle	190.00
<b>Total Checking/Savings</b>	<u>11,295.93</u>
<b>Accounts Receivable</b>	
Accounts Receivable	2,250.00
<b>Total Accounts Receivable</b>	<u>2,250.00</u>
<b>Other Current Assets</b>	
Undeposited Funds	2,575.00
<b>Total Other Current Assets</b>	<u>2,575.00</u>
<b>Total Current Assets</b>	16,120.93
<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>16,797.68</u></u>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Equity</b>	
Unrestricted Net Assets	17,543.34
Net Income	-745.66
<b>Total Equity</b>	<u>16,797.68</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><u>16,797.68</u></u>

Minturn Community Fund Inc  
**Profit & Loss**  
January through September 2015

	<u>Jan - Sep 15</u>
<b>Ordinary Income/Expense</b>	
<b>Income</b>	
<b>Fundraising</b>	
<b>Program Services Income</b>	
Maloit Park Mosquito Control	4,350.00
Community Gardens	1,390.00
Concert Series	7,511.32
Holiday Gala	2,656.00
Program Services Income - Other	311.00
<b>Total Program Services Income</b>	<u>16,218.32</u>
Direct Mail Campaign	2,324.00
Corporate	3,833.52
Individual	2,173.00
Government	7,500.00
Non-Profit Organizations	5,410.01
<b>Total Fundraising</b>	<u>37,458.85</u>
<b>Total Income</b>	37,458.85
<b>Expense</b>	
<b>Program Services Expense</b>	
Maloit Park Mosquito Control	4,000.00
Independence Celebration	300.00
Summer Concert Series	16,403.37
Community Gardens	667.47
Other Events	88.70
Neighbors In Need	272.79
Holiday Gala	100.00
<b>Total Program Services Expense</b>	<u>21,832.33</u>
<b>General &amp; Administrative</b>	
Accounting Fees	693.00
Banking Fees	420.43
Computer & Internet Expenses	661.25
Contracted Services	6,992.00
Direct Mail Campaign	546.50
Insurance	2,549.21
Meals & Entertainment	42.41
Postage & Shipping	104.00
Printing & Copying	1,344.00
Rent	2,700.00
Supplies	319.38
<b>Total General &amp; Administrative</b>	<u>16,372.18</u>
<b>Total Expense</b>	<u>38,204.51</u>
<b>Net Ordinary Income</b>	<u>-745.66</u>
<b>Net Income</b>	<u><u>-745.66</u></u>

INTERNAL REVENUE SERVICE  
P. O. BOX 2508  
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date:

NOV 10 2008

MINTURN COMMUNITY FUND INC  
PO BOX 279  
MINTURN, CO 81645-0000

Employer Identification Number:  
68-0524113

DLN:  
17053299718068

Contact Person:  
JOHN JENNEWEIN ID# 31307

Contact Telephone Number:  
(877) 829-5500

Public Charity Status:  
170(b)(1)(A)(vi)

Dear Applicant:

Our letter dated July 2003, stated you would be exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code, and you would be treated as a public charity, rather than as a private foundation, during an advance ruling period.

Based on the information you submitted, you are classified as a public charity under the Code section listed in the heading of this letter. Since your exempt status was not under consideration, you continue to be classified as an organization exempt from Federal income tax under section 501(c)(3) of the Code.

Publication 557, Tax-Exempt Status for Your Organization, provides detailed information about your rights and responsibilities as an exempt organization. You may request a copy by calling the toll-free number for forms, (800) 829-3676. Information is also available on our Internet Web Site at [www.irs.gov](http://www.irs.gov).

If you have general questions about exempt organizations, please call our toll-free number shown in the heading.

Please keep this letter in your permanent records.

Sincerely yours,

  
Robert Choi  
Director, Exempt Organizations  
Rulings and Agreements

Letter 1050 (DO/CG)

**Minturn Community Fund  
Board Information  
2015**

Diana Scherr, President  
Regional Development Officer,  
Colorado Mtn. College  
PO Box 717  
Minturn, CO 81645  
[dianascherr@gmail.com](mailto:dianascherr@gmail.com)  
c-970-376-4445

Earle Bidez, Vice President  
Owner, Custom Audio Visual  
Minturn Town Council  
[earleb@customav.us](mailto:earleb@customav.us)  
PO Box 392  
Minturn, CO 81645  
Work – 970-827-5642  
Cell – 970-445-7579

Terry Armistead  
Owner, Mintown Studio  
Lead Singer, Turntable Revue  
[terry@manadesigns.com](mailto:terry@manadesigns.com)  
970-445-7434

Marka Brenner  
Owner, Blue Sky Mortgage  
GP, Minturn Real Estate  
[Marka@blue-sky-mortgage.com](mailto:Marka@blue-sky-mortgage.com)  
PO Box 130  
Minturn, CO 81645  
Work - 970-476-0602

Maren Cerimele  
Membership Manager,  
Vail Valley Partnership  
[mrscerimele@gmail.com](mailto:mrscerimele@gmail.com)  
PO Box 1082  
Minturn, CO 81645  
Cell – 412-298-7000

Tom Sullivan  
Owner, Minturn Rentals  
[minturnrentals@gmail.com](mailto:minturnrentals@gmail.com)  
PO Box 820  
Minturn, CO 81645  
Cell – 970-376-2167

Lorenzo Martinez, Retired  
Former Minturn Police Chief  
[lwmartinez501@gmail.com](mailto:lwmartinez501@gmail.com)  
PO Box 54  
Minturn, CO 81645  
970-827-5798 (home)  
307-216-4060 (cell)

“Woody” Woodruff  
Owner, Woodruff Enterprises  
[woodruffwoody@comcast.net](mailto:woodruffwoody@comcast.net)  
344 Eagle Street  
PO Box 910  
Minturn, CO 81645  
c-303-898-7870

Nancy Hassett, Retired  
Former Owner, Savory Inn  
[nancyhassett@gmail.com](mailto:nancyhassett@gmail.com)  
PO Box 68  
Minturn, CO 81645  
970-376-7575

TOWN OF MINTURN, COLORADO

RESOLUTION NO. 15 – SERIES 2015

A RESOLUTION AUTHORIZING THE MAYOR OF THE TOWN OF MINTURN TO SIGN A SERVICE CONTRACT 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;

**NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MINTURN, COLORADO THAT THE MAYOR OR HIS DESIGNEE IS AUTHORIZED TO SIGN ON BEHALF OF THE TOWN OF MINTURN ANY AND ALL NEGOTIATED DOCUMENTS REQUIRED TO EXECUTE SAID AGREEMENT.**

INTRODUCED, READ, APPROVED, ADOPTED AND RESOLVED this 4<sup>TH</sup> day of October, 2015.

TOWN OF MINTURN

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

ATTEST:

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

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

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2015 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.**

Except for animal sheltering services, the services described herein will be provided within the municipal boundaries of 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.

- A. The Town of Minturn agrees to pay the County, monthly, the sum of \$384.00 for General Animal Services.
- B. On Call Emergency Services shall be billed at: \$50.00 per hour.
- C. 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.
- D. All fees and expenses recovered at or for the Shelter will remain with the County.
- E. All court fines and costs will remain with the court of venue.

#### SECTION 7. PERSONNEL.

- A. 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.
- B. 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.
- C. 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 and the Town shall respectively provide its own 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.
- C. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify any governmental immunity that may be available by law to either party, its officials, employees, contractors' or agents, or any other person acting on behalf of either party and, in particular,

governmental immunity afforded or available pursuant to the Colorado Governmental Immunity Act, Title 24, Article 10, Part 1 of the Colorado Revised Statutes. This paragraph shall survive termination of this Agreement.

#### SECTION 9. TERM AND TERMINATION.

A. This Agreement is effective January 1, 2016, and shall end on the 31st day of December, 2016. 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.

B. 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.

*// Remainder of Page Intentionally Left Blank //*

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: \_\_\_\_\_  
Kathy Chandler-Henry, Chair

Attest:

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

TOWN OF MINTURN

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

Attest:

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

**TOWN OF MINTURN, COLORADO  
RESOLUTION NO. 16 – SERIES 2015**

**A RESOLUTION AUTHORIZING THE MAYOR OF THE  
TOWN OF MINTURN TO SIGN A SERVICE AGREEMENT  
WITH CHARLES F. SPANEL, INC, DBA INTER-  
MOUNTAIN ENGINEERING FOR SPECIFIC  
PROFESSIONAL SERVICES**

WHEREAS, the Town of Minturn desires to enter into an agreement for professional services with Charles F. Spanel, INC, DBA Inter-Mountain Engineering as set forth

**NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF  
THE TOWN OF MINTURN, COLORADO THAT THE MAYOR OR HIS DESIGNEE IS  
AUTHORIZED TO SIGN ON BEHALF OF THE TOWN OF MINTURN ANY AND ALL  
NEGOTIATED DOCUMENTS REQUIRED TO EXECUTE SAID AGREEMENT.**

**INTRODUCED, READ, APPROVED, ADOPTED AND RESOLVED this  
4<sup>TH</sup> day of November, 2014.**

TOWN OF MINTURN

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

ATTEST:

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

AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN TOWN OF MINTURN, COLORADO  
AND  
CHARLES F. SPANEL, INC. DBA  
INTER-MOUNTAIN ENGINEERING

THIS AGREEMENT ("Agreement") is effective as of the \_\_\_\_ day of \_\_\_\_\_, 2015 by and between Charles F. Spanel, Inc., a Colorado corporation d/b/a Inter-Mountain Engineering (hereinafter "Consultant" or "Contractor") and Town of Minturn, Colorado, a body corporate and politic (hereinafter "Town").

RECITALS

WHEREAS, Town of Minturn desires to retain Consultant to evaluate, survey, design and prepare necessary engineering and permitting materials for the construction of portions of the Eagle Valley Trail (the "Project") from the Minturn Town boundary (Dowd Junction) to the Downtown Minturn (the "Property"); and

WHEREAS, Consultant is authorized to do business in the State of Colorado and has the time, skill, expertise, and experience necessary to provide the Services as defined below in paragraph 1 hereof; and

WHEREAS, this Agreement shall govern the relationship between Consultant and Town in connection with the Services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the following promises Consultant and Town agree as follows:

1. Services. Consultant agrees to diligently provide all services, labor, personnel and materials necessary to perform and complete the services described in Exhibit A ("Services") which is attached hereto and incorporated herein by reference. The Services shall be performed in accordance with the provisions and conditions of this Agreement. The Services relate to the Project and Property depicted in Exhibit D.

a. Consultant agrees to furnish the Services in accordance with the schedule established in Exhibit A. If no completion date is specified in Exhibit A, then Consultant agrees to furnish the Services in a timely and expeditious manner consistent with the applicable standard of care. By signing below Consultant represents that it has the expertise and personnel necessary to properly and timely perform the Services.

b. County's Request for Qualifications and Request for Proposals (but not Consultant's response(s) thereto) are incorporated herein by reference thereto.

c. In the event of any conflict or inconsistency between the terms and conditions set forth in Exhibit A, the County's Request for Qualifications or Request for Proposals and the terms and conditions set forth in this Agreement, the terms and conditions set forth in this Agreement shall prevail.

d. Consultant agrees that it will not enter into any consulting or other arrangements with third parties that will conflict in any manner with the Services.

2. Town's Representative. The Town Manager, William Powell, shall be Consultant's contact with respect to this Agreement and performance of the Services.

3. Term of the Agreement. This Agreement shall commence upon the date first written above, and subject to the provisions of paragraph 12 hereof, shall continue in full force and effect through the 30<sup>th</sup> of June, 2016.

4. Extension or Modification. This Agreement may not be amended or supplemented, nor may any obligations hereunder be waived, except by agreement signed by both parties. No additional services or work performed by Consultant shall be the basis for additional compensation unless and until Consultant has obtained written authorization and acknowledgement by Town for such additional services in accordance with Town's internal policies. Accordingly, no course of conduct or dealings between the parties, nor verbal change orders, express or implied acceptance of alterations or additions to the Services, and no claim that Town has been unjustly enriched by any additional services, whether or not there is in fact any such unjust enrichment, shall be the basis of any increase in the compensation payable hereunder. In the event that written authorization and acknowledgment by Town for such additional services is not timely executed and issued in strict accordance with this Agreement, Consultant's rights with respect to such additional services shall be deemed waived and such failure shall result in non-payment for such additional services or work performed.

5. Compensation. Town shall compensate Consultant for the performance of the Services in a sum computed and payable as set forth in Exhibit A and at the rates set forth in Exhibit B. The performance of the Services under this Agreement shall not exceed forty seven thousand nine hundred eighty five dollars (\$47,985.00). Consultant shall not be entitled to bill at overtime and/or double time rates for work done outside of normal business hours unless specifically authorized in writing by Town.

a. Payment will be made for Services satisfactorily performed within forty five (45) days of receipt of a proper and accurate invoice from Consultant. All invoices shall include detail regarding the hours spent, tasks performed, who performed each task and such other detail as Town may request.

b. Any out-of-pocket expenses to be incurred by Consultant and reimbursed by Town shall be identified on Exhibits A and B. Out-of-pocket expenses will be reimbursed without any additional mark-up thereon and are included in the not to exceed contract amount set forth above. Out-of-pocket expenses shall not include any payment of salaries, bonuses or other compensation to personnel of Consultant. Consultant shall not be reimbursed for expenses that are not set forth on Exhibits A and B unless specifically approved in writing by Town.

c. If, at any time during the term or after termination or expiration of this Agreement, Town reasonably determines that any payment made by Town to Consultant was improper because the Services for which payment was made were not performed as set forth in this Agreement, then upon written notice of such determination and request for reimbursement from Town, Consultant shall forthwith return such payment(s) to Town. Upon termination or expiration of this Agreement, unexpended funds advanced by Town, if any, shall forthwith be returned to Town.

d. Town will not withhold any taxes from monies paid to the Consultant hereunder and Consultant agrees to be solely responsible for the accurate reporting and payment of any taxes related to payments made pursuant to the terms of this Agreement.

e. Notwithstanding anything to the contrary contained in this Agreement, Town shall have no obligations under this Agreement after, nor shall any payments be made to Consultant in respect of any period after December 31 of any year, without an appropriation therefor by Town in accordance with a budget adopted by the

Town Council in compliance with Article 25, Title 30 of the Colorado Revised Statutes, the Local Government Budget Law (C.R.S. 29-1-101 et. seq.) and the TABOR Amendment (Colorado Constitution, Article X, Sec. 20).

6. Sub-consultants. Consultant acknowledges that Town has entered into this Agreement in reliance upon the particular reputation and expertise of Consultant. Consultant shall not enter into any sub-consultant agreements for the performance of any of the Services or additional services without Town's prior written consent, which may be withheld in Town's sole discretion. Town shall have the right in its reasonable discretion to approve all personnel assigned to the subject Project during the performance of this Agreement and no personnel to whom Town has an objection, in its reasonable discretion, shall be assigned to the Project. Consultant shall require each sub-consultant, as approved by Town and to the extent of the Services to be performed by the sub-consultant, to be bound to Consultant by the terms of this Agreement, and to assume toward Consultant all the obligations and responsibilities which Consultant, by this Agreement, assumes toward County. Town shall have the right (but not the obligation) to enforce the provisions of this Agreement against any sub-consultant hired by Consultant and Consultant shall cooperate in such process. The Consultant shall be responsible for the acts and omissions of its agents, employees and sub-consultants or sub-contractors. Town acknowledges that Western Ecological Resource, Inc. may be sub-consultant to Consultant and may perform portions of the Services at the rates set forth in Exhibit B.

7. Insurance. Consultant agrees to provide and maintain at Consultant's sole cost and expense, the following insurance coverage with limits of liability not less than those stated below:

a. Types of Insurance.

i. Workers' Compensation insurance as required by law.

ii. Auto coverage with limits of liability not less than \$1,000,000 each accident combined bodily injury and property damage liability insurance, including coverage for owned, hired, and non-owned vehicles.

iii. Commercial General Liability coverage to include premises and operations, personal/advertising injury, products/completed operations, broad form property damage with limits of liability not less than \$1,000,000 per occurrence and \$2,000,000 aggregate limits.

iv. Professional liability insurance with prior acts coverage for all Services required hereunder, in a form and with an insurer or insurers satisfactory to Town, with limits of liability of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate. In the event the professional liability insurance is on a claims-made basis, Consultant warrants that any retroactive date under the policy shall precede the effective date of this Agreement. Continuous coverage will be maintained during any applicable statute of limitations for the Services and Project.

b. Other Requirements.

i. The automobile and commercial general liability coverage shall be endorsed to include Town, its associated or affiliated entities, its successors and assigns, elected officials, employees, agents and volunteers as additional insureds.

ii. Consultant's certificates of insurance shall include sub-consultants as additional insureds under its policies or Consultant shall furnish to Town separate certificates and endorsements for each sub-consultant. All coverage(s) for sub-consultants shall be subject to the same minimum requirements identified above. Consultant and sub-consultants, if any, shall maintain the foregoing coverage in effect until the Services are

completed. In addition, all such policies shall be kept in force by Consultant and its sub-consultants until the applicable statute of limitations for the Project and the Services has expired.

iii. Insurance shall be placed with insurers duly licensed or authorized to do business in the State of Colorado and with an "A.M. Best" rating of not less than A-VII.

iv. Consultant's insurance coverage shall be primary and non-contributory with respect to all other available sources. Consultant's policy shall contain a waiver of subrogation against Town.

v. All policies must contain an endorsement affording an unqualified thirty (30) days notice of cancellation to Town in the event of cancellation of coverage.

vi. All insurers must be licensed or approved to do business within the State of Colorado and all policies must be written on a per occurrence basis unless otherwise provided herein.

vii. Consultant's certificate of insurance evidencing all required coverage(s) is attached hereto as Exhibit C. Upon request, Consultant shall provide a copy of the actual insurance policy and/or required endorsements required under this Agreement within five (5) business days of a written request from Town, and hereby authorizes Consultant's broker, without further notice or authorization by Consultant, to immediately comply with any written request of Town for a complete copy of the policy.

viii. Consultant shall advise Town in the event the general aggregate or other aggregate limits are reduced below the required per occurrence limit. Consultant, at its own expense, will reinstate the aggregate limits to comply with the minimum limits and shall furnish Town a new certificate of insurance showing such coverage.

ix. If Consultant fails to secure and maintain the insurance required by this Agreement and provide satisfactory evidence thereof to Town, Town shall be entitled to immediately terminate this Agreement.

x. The insurance provisions of this Agreement shall survive expiration or termination hereof.

xi. The parties hereto understand and agree that the Town is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or rights, immunities and protections provided by the Colorado Governmental Immunity Act, as from time to time amended, or otherwise available to Town, its affiliated entities, successors or assigns, its elected officials, employees, agents and volunteers.

xii. Consultant is not entitled to workers' compensation benefits except as provided by the Consultant, nor to unemployment insurance benefits unless unemployment compensation coverage is provided by Consultant or some other entity. The Consultant is obligated to pay all federal and state income tax on any moneys paid pursuant to this Agreement.

xiii. Consultant will insure that sub-contractors possess insurance that meets the minimum criteria set forth herein.

8. Indemnification. The Consultant shall indemnify and hold harmless Town, and any of its officers, agents and employees against any losses, claims, damages or liabilities for which Town may become subject to insofar as any such losses, claims, damages or liabilities arise out of, directly or indirectly, this Agreement, or are based upon any performance or nonperformance by Consultant or any of its sub-consultants hereunder; and Consultant shall reimburse Town for reasonable attorney fees and costs, legal and other expenses incurred by Town in connection with investigating or defending any such loss, claim, damage, liability or action to the extent caused by Consultant's negligence. This indemnification shall not apply to claims by third parties against the Town to the extent that Town is liable to such third party for such claims without regard to the involvement of the Consultant. This paragraph shall survive expiration or termination hereof.

9. Ownership of Documents. All documents prepared by Consultant in connection with the Services shall become property of Town. Consultant shall execute written assignments to Town of all rights (including common law, statutory, and other rights, including copyrights) to the same as Town shall from time to time request. For purposes of this paragraph, the term "documents" shall mean and include reports, plans, studies, tape or other electronic recordings, drawings, sketches, estimates, data sheets, maps and work sheets produced, or prepared by or for Consultant (including any employee or subconsultant in connection with the performance of the Services and additional services under this Agreement). Consultant shall furnish to Town, at a minimum, one set of CAD and PDF drawings for Town review and ownership for the preliminary design and final construction drawings. Any and all unauthorized reuse of Documents prepared by Consultant on another or different project will be at the sole risk of the Town and without liability to Consultant.

10. Notice. Any notice required by this Agreement shall be deemed properly delivered when (i) personally delivered, or (ii) when mailed in the United States mail, first class postage prepaid, or (iii) when delivered by FedEx or other comparable courier service, charges prepaid, to the parties at their respective addresses listed below, or (iv) when sent via facsimile so long as the sending party can provide facsimile machine or other confirmation showing the date, time and receiving facsimile number for the transmission, or (v) when transmitted via e-mail with confirmation of receipt. Either party may change its address for purposes of this paragraph by giving five (5) days prior written notice of such change to the other party.

TOWN:

Town of Minturn  
Attention: William Powell, Town Manager  
302 Pine Street  
Post Office Box 309  
Minturn, CO 81645  
Telephone: 970-827-5645  
Facsimile: 970-827-5545  
E-Mail: manager@minturn.org

CONSULTANT:

Charles F. Spanel, Inc. d/b/a Inter-Mountain Engineering  
Attention: Jeffery Spanel  
40801 U.S. Highway 6, Suite 203  
Post Office Box 978  
Avon, CO 81620  
Telephone: 970-949-5072

Facsimile: 970-949-9339

E-Mail: jspanel@inter-mtn.net

11. Coordination. Consultant acknowledges that the development and processing of the Services for the Project may require close coordination between various consultants and contractors. Consultant shall coordinate the Services required hereunder with the other consultants and contractors that are identified by Town to Consultant from time to time, and Consultant shall immediately notify such other consultants or contractors, in writing, of any changes or revisions to Consultant's work product that might affect the work of others providing services for the Project and concurrently provide Town with a copy of such notification. Consultant shall not knowingly cause other consultants or contractors extra work without obtaining prior written approval from Town. If such prior approval is not obtained, Consultant shall be subject to any offset for the costs of such extra work.

12. Termination. Town may terminate this Agreement, in whole or in part, at any time and for any reason, with or without cause, and without penalty therefor with seven (7) calendar days' prior written notice to the Consultant. Upon termination of this Agreement, Consultant shall immediately provide Town with all documents as defined in paragraph 9 hereof, in such format as Town shall direct and shall return all Town owned materials and documents. Town shall pay Consultant for Services satisfactorily performed to the date of termination. In the event the Town breaches any of the terms of this Agreement, Consultant shall provide Town with written notice and a reasonable opportunity to cure the alleged breach. In the event Town fails to cure, then Consultant shall have the right to terminate this Agreement and cancel any further obligations hereunder. In the event of such termination by Consultant, Consultant shall provide all documents as defined in paragraph 9 to Town.

13. Venue, Jurisdiction and Applicable Law. Any and all claims, disputes or controversies related to this Agreement, or breach thereof, shall be litigated in the Courts for Eagle County, Colorado, which shall be the sole and exclusive forum for such litigation. This Agreement shall be construed and interpreted under and shall be governed by the laws of the State of Colorado.

14. Execution by Counterparts; Electronic Signatures. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The parties approve the use of electronic signatures for execution of this Agreement. Only the following two forms of electronic signatures shall be permitted to bind the parties to this Agreement: (i) Electronic or facsimile delivery of a fully executed copy of the signature page; (ii) the image of the signature of an authorized signer inserted onto PDF format documents. All documents must be properly notarized, if applicable. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. 24-71.3-101 to 121.

15. Other Contract Requirements.

a. Consultant shall be responsible for the completeness and accuracy of the Services, including those performed by its sub-consultants and including all supporting data or other documents prepared or compiled in performance of the Services, and shall correct, at its sole expense, all significant errors and omissions therein. The fact that the Town has accepted or approved the Services shall not relieve Consultant of any of its responsibilities. Consultant shall perform the Services in a skillful, professional and competent manner and in accordance with the standard of care, skill and diligence applicable to Consultants performing similar services. Consultant represents and warrants that it has the expertise and personnel necessary to properly perform the Services and covenants that its professional personnel are duly licensed to perform the Services within Colorado. This paragraph shall survive termination of this Agreement.

b. Consultant agrees to work in an expeditious manner, within the sound exercise of its judgment and professional standards, in the performance of this Agreement. Time is of the essence in performance of the Services.

c. This Agreement constitutes an agreement for performance of the Services by Consultant as an independent contractor and not as an employee of Town. Nothing contained in this Agreement shall be deemed to create a relationship of employer-employee, master-servant, partnership, joint venture or any other relationship between Town and Consultant except that of independent contractor. Consultant shall have no authority to bind Town.

d. Consultant represents and warrants that at all times in the performance of the Services, Consultant shall comply with applicable laws, codes, rules and regulations.

e. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all other agreements or understanding between the parties with respect thereto.

f. Consultant shall not assign any portion of this Agreement without the prior written consent of the Town. Any attempt to assign this Agreement without such consent shall be void.

g. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective permitted assigns and successors in interest. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely for the parties, and not to any third party.

h. No failure or delay by either party in the exercise of any right hereunder shall constitute a waiver thereof. No waiver of any breach shall be deemed a waiver of any preceding or succeeding breach.

i. The invalidity, illegality or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision hereof.

j. Consultant shall maintain for a minimum of three years, adequate financial and other records for reporting to Town. Consultant shall be subject to financial audit by federal, state or Town auditors or their designees. Consultant authorizes such audits and inspections of records during normal business hours, upon 48 hours' notice to Consultant. Consultant shall fully cooperate during such audit or inspections.

k. The signatories to this Agreement aver to their knowledge, no employee of the Town has any personal or beneficial interest whatsoever in the Services or Property described in this Agreement. The Consultant has no beneficial interest, direct or indirect, that would conflict in any manner or degree with the performance of the Services and Consultant shall not employ any person having such known interests.

l. The Consultant, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she (i) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (ii) to the extent applicable shall comply with C.R.S. 24-76.5-103 prior to the effective date of this Agreement.

#### 16. Prohibitions on Government Contracts.

As used in this Section 16, the term undocumented individual will refer to those individuals from foreign countries not legally within the United States as set forth in C.R.S. 8-17.5-101, et. seq. If Consultant has any employees or subcontractors, Consultant shall comply with C.R.S. 8-17.5-101, et. seq., and this Agreement. By execution of this

Agreement, Consultant certifies that it does not knowingly employ or contract with an undocumented individual who will perform under this Agreement and that Consultant will participate in the E-verify Program or other Department of Labor and Employment program ("Department Program") in order to confirm the eligibility of all employees who are newly hired for employment to perform Services under this Agreement.

a. Consultant shall not:

i. Knowingly employ or contract with an undocumented individual to perform Services under this Agreement; or

ii. Enter into a subcontract that fails to certify to Consultant that the subcontractor shall not knowingly employ or contract with an undocumented individual to perform work under the public contract for services.

b. Consultant has confirmed the employment eligibility of all employees who are newly hired for employment to perform Services under this Agreement through participation in the E-Verify Program or Department Program, as administered by the United States Department of Homeland Security. Information on applying for the E-verify program can be found at:

[http://www.dhs.gov/xprevprot/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm)

c. Consultant shall not use either the E-verify program or other Department Program procedures to undertake pre-employment screening of job applicants while the public contract for services is being performed.

d. If Consultant obtains actual knowledge that a subcontractor performing work under the public contract for services knowingly employs or contracts with an undocumented individual, Consultant shall be required to:

i. Notify the subcontractor and Town within three (3) days that Consultant has actual knowledge that the subcontractor is employing or contracting with an undocumented individual; and

ii. Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to subparagraph (i) of the paragraph (d) the subcontractor does not stop employing or contracting with the undocumented individual; except that Consultant shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an undocumented individual.

e. Consultant shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that the department is undertaking pursuant to its authority established in C.R.S. 8-17.5-102(5).

f. If Consultant violates these prohibitions, Town may terminate the Agreement for breach of contract. If the Agreement is so terminated specifically for breach of this provision of this Agreement, Consultant shall be liable for actual and consequential damages to Town as required by law.

g. Town will notify the Colorado Secretary of State if Consultant violates this provision of this Agreement and Town terminates the Agreement for such breach.

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

TOWN OF MINTURN, COLORADO, By and Through Its Town Council

By: \_\_\_\_\_  
William Powell, Town Manager

Attest:

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

CONSULTANT:

CHARLES F. SPANEL, INC. DBA  
INTER-MOUNTAIN ENGINEERING:

By: \_\_\_\_\_  
Jeffery M. Spanel, Vice President

STATE OF COLORADO     )  
  ) ss.  
COUNTY OF EAGLE     )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of October, 2015, by Jeffery M. Spanel as Vice President of Charles F. Spanel, Inc. DBA Inter-Mountain Engineering.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

**EXHIBIT A**  
**SCOPE OF WORK**

## SEPTEMBER 30 VERSION FOR TOWN OF MINTURN REVIEW

### EAGLE VALLEY TRAIL COMPLETION PROJECT - SCOPE OF WORK

**TABLE 1: TASKS/DELIVERABLES – DOWD JUNCTION to MINTURN TRAIL SEGMENT**

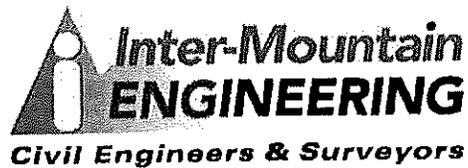
Tier 1 Task Summary	Cost Proposal	Schedule
<p>Consultant to organize and/or participate in project meetings through the term of this Scope of Work that may include meetings with Town, County, Federal and State of Colorado agencies, private property owners and utilities, kick-off meeting, progress meetings, public meetings and any other meetings as identified during the planning and design process. Estimated 20 hours of meetings.</p>	\$2,500	Commence Oct. 2015
<p>Analysis Base Map that includes:</p> <ul style="list-style-type: none"> <li>• Potential location of trail center line for 10 foot wide paved trail on east side of road right of way, based on field staking meeting with Town staff, that avoids sensitive resources and maintains moderate, accessible grades to the greatest extent possible.</li> <li>• CR 14 apparent right of way width based on County map records, if within 50 feet of proposed trail centerline</li> <li>• Location of gravel road improvements compared to edge of ROW</li> <li>• Parcel lines and ownership on proposed trail route</li> <li>• Utilities within 25 feet of trail centerline</li> <li>• Location of existing fences, structures, drainages, culverts, driveway intersections along trail route.</li> <li>• Two foot contour topography, mapped wildlife and geologic hazard zones</li> <li>• Mapping work to include Minturn Road records review to confirm right of way width in project area.</li> <li>• This map will use a combination of GIS information and existing survey information to show field conditions and ownership.</li> </ul>	<p>Surveying: \$11,500</p> <p>Civil Design: \$3,500</p> <p>Geology \$5,000</p> <p>Review, QC, Value Eng. \$1,000</p>	Complete by Jan. 30, 2016
<p>Prepare conceptual cost estimate of proposed trail route based on above Analysis Map, a review of constructability issues, and value engineering to control costs.</p>	\$1,900	Complete by Jan. 30, 2016
<p>Perform cursory field review, mark sites and prepare report identifying potential wetlands and locations of threatened, endangered or candidate plant or animal species within 30 feet of proposed trail centerline for consideration and direction by USFS, State Land Board, Corps of Engineer.</p>	\$10,305	Complete by Jan. 30, 2016
<p>Legal description and map of trail alignment through USFS and Colorado Land Board properties for trail right of way</p>	\$2,280	Complete by Jan. 30, 2016
<p>Legal description and map, exhibits, applications and studies of trail alignment through Union Pacific Railroad property, as directed by UPRR through Town of Minturn.</p>	\$10,000	Complete by Jan. 30, 2016
<p><b>Estimated Total Cost of Proposed Services</b></p>	<b>\$47,985</b>	

**Potential Additional Work, may or may not include the following items.**

Cost of work to be to mutual satisfaction of Town and Consultant.

1. Additional environmental and cultural clearance field studies and work as required by land owners and pertinent local, state or federal regulation.
2. Right of way application (Standard Form 299 or as directed) and related materials for U.S. Forest Service submittal on behalf of Town, other than legal description and exhibits called out in current scope of work.
3. License application and related materials for submittal to State Land Board on behalf of Town, other than legal description and exhibits called out in current scope of work.
4. Easement exhibit materials as required for use of private property for trail right of way on behalf of Town.
5. Application to use County Road 14 right of way as needed and related materials for submittal to Eagle County.
6. Plan set for preliminary reviews, including necessary survey and engineering services.
7. Geotechnical services, as needed for completion of trail design.
8. Construction plan set
9. Management of bidding process, addenda, construction, RFI's and construction engineering

EXHIBIT B  
Consultant Rate Sheet



**PROFESSIONAL FEE SCHEDULE**

January 1, 2015

<b><u>Personnel:</u></b>	<b><u>Unit Rate</u></b>
Principal Engineer	\$165.00/hr.
Project Manager	\$125.00/hr.
Senior Engineer	\$115.00/hr.
Project Engineer	\$100.00/hr.
Design or Field Engineer	\$95.00/hr.
Survey Manager	\$120.00/hr.
2 Man Survey Crew with GPS or Robotic	\$170.00/hr.
1 Man Survey Crew with GPS or Robotic	\$140.00/hr.
Senior Technician or Party Chief	\$90.00/hr.
CADD Technician	\$95.00/hr.
Technical Typist	\$50.00/hr.
<b><u>Reimbursable Expenses:</u></b>	
Computer Plots	\$20.00/ea.
Photocopies	\$0.20/ea.
Large Scale Photocopies	\$3.50/ea.
Mylar Sepias	\$25.00/ea.
Mileage	\$0.65/mile
Outside Services	Actual Cost +20%

Schedule overtime (after 6:00 p.m. and weekends) 1.5 x base rate. Overtime must be scheduled 24 hours in advance on weekdays and on Thursday for weekends.

**DENVER OFFICE**

9618 Brook Hill Lane | Lone Tree, CO 80124 | Phone: 303.948.6220 | Fax: 303.790.4499

**VAIL VALLEY OFFICE**

40801 U.S. Highway 6, Suite 203 | PO Box 978 | Avon, CO 81620 | Phone: 970.949.5072 | Fax: 970.949.9339

**EXHIBIT C**  
**Insurance Certificate**



## DESCRIPTIONS (Continued from Page 1)

and owner. The General Liability, Automobile Liability, Umbrella/Excess insurance policies applies on a primary and non-contributory basis. A Blanket Waiver of Subrogation applies for General Liability, Automobile Liability, Umbrella/Excess Liability and Workers Compensation. The Umbrella / Excess Liability policy provides excess coverage over the General Liability, Automobile Liability and Employers Liability.

Please note Additional Insured status does not apply to Professional Liability and Workers' Compensation.

Exhibit D  
Map



**TOWN OF MINTURN, COLORADO  
RESOLUTION NO. 17 – SERIES 2015**

**A RESOLUTION AUTHORIZING THE MAYOR OF THE  
TOWN OF MINTURN TO SIGN A SERVICE AGREEMENT  
WITH WESTERN LAND GROUP, INC FOR BOLTS DITCH  
CONSULTING SERVICES**

WHEREAS, the Town of Minturn desires to enter into an agreement for professional services with Western Land Group, Inc. as set forth

**NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF  
THE TOWN OF MINTURN, COLORADO THAT THE MAYOR OR HIS DESIGNEE IS  
AUTHORIZED TO SIGN ON BEHALF OF THE TOWN OF MINTURN ANY AND ALL  
NEGOTIATED DOCUMENTS REQUIRED TO EXECUTE SAID AGREEMENT.**

**INTRODUCED, READ, APPROVED, ADOPTED AND RESOLVED this  
4<sup>TH</sup> day of November, 2014.**

TOWN OF MINTURN

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

ATTEST:

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



**Western  
Land  
Group, Inc.**

1760 High Street, Denver, CO 80218 • (303) 715-3570 Office • (303) 715-3569 Fax

---

September 10, 2015

Mr. William Powell, Town Manager  
Town of Minturn  
302 Pine Street  
P.O. Box 309  
Minturn, CO 81645-0309  
[manager@minturn.org](mailto:manager@minturn.org)

RE: Bolt's Ditch Consulting and Lobbying Services

Dear Willy:

Western Land Group, Inc. ("WLG") is pleased to submit this proposal to provide consulting and lobbying services to the Town of Minturn ("Town") relative to the historic Bolt's Ditch and associated water diversion structures, as well as the Town's related conditional water storage rights in Bolt's Lake.

**BACKGROUND**

Congress established the Holy Cross Wilderness Area ("HCWA") in 1980. The maps accompanying the HCWA legislation inadvertently included the Bolt's Ditch headgate and the upper portions of Bolt's Ditch within the designated Wilderness Area.

The Town has conditional municipal water rights to fill Bolt's Lake, which is currently breached for reasons of public safety. While the Town may repair and fill Bolt's Lake by pumping water from the Minturn Ditch, the Town prefers to use gravity to fill its municipal reservoir rather than relying on pumping, with its attendant costs and energy consumption. The Town acknowledges that Battle Mountain Resort ("Battle") also has water rights tied to Bolt's Ditch and additional conditional water rights to fill Bolt's Lake. Earlier this year the Town and Battle asked WLG to provide the Town with consulting and lobbying services relating to a possible administrative (Presidential) authorization for a point of diversion within the HWCA, but WLG voluntarily chose to provide such services to the Town without compensation. Unfortunately, without the support of the Forest Service this approach proved infeasible. Remaining alternatives require Federal legislation.

### **SCOPE OF WORK**

WLG will work with the Town and Battle to develop and pursue Federal legislation to remove HCWA related restrictions on use of Bolt's Ditch and associated water diversion structures. Removal of these restrictions will allow the Town and Battle to use gravity rather than pumping to exercise their conditional water rights at Bolt's Lake.

WLG will work with Town and Battle water attorneys to develop and draft alternative legislative language to address this issue. It is acknowledged that any such draft legislation must amend the Colorado Wilderness Act of 1980 (P.L. 96.50) to either adjust the HCWA boundary (by map) to exclude Bolt's Ditch or add and include Bolt's Ditch to the existing HCWA authorization for the Homestake Reservoir Project Sec. 102(a)(5).

Upon approval by Town and Battle water attorneys of draft Federal legislation WLG will approach statewide and national HCWA stakeholders such as Conservation Colorado, Wilderness Workshop, The Wilderness Society, and the cities of Colorado Springs and Aurora to seek their support or neutrality. Following these meetings WLG will work with the Town to approach members and staff of the Colorado Congressional Delegation to seek introduction of the subject draft Federal legislation.

WLG will work with Member and Committee staffs to facilitate and arrange Hearings in both Houses of Congress. WLG will also facilitate and lobby for Full Committee Markups, Committee Reports and Floor Action leading to bill passage.

### **COMPENSATION**

1. WLG will perform the tasks described above at the rate of \$140/hour (half our hourly rate for legislation). Battle will be responsible for the other half, billed monthly. WLG estimates that Minturn's portion of our fees for this project will be approximately \$35,000.
2. In addition to the fees discussed above, you will reimburse WLG for direct out-of-pocket expense such as airfare, lodging, car rental, telephone calls, mileage at the rate of \$0.575 per mile, photocopying, facsimile and other necessary and reasonable expenditures. WLG estimates that Minturn's portion of our expenses for this project will be approximately \$7,000.
3. You shall have the right to unilaterally terminate your involvement in this Agreement at any time. If the Agreement is terminated prior to passage of the legislation, WLG shall be compensated for any time expended through the date of termination.

Mr. William Powell, Town Manager

Town of Minturn

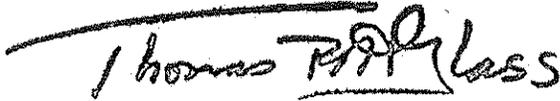
September 10, 2015

Page 3

4. Any amounts billed to you in accordance with this agreement which remain unpaid for 30 days after delivery of our statement will accrue a finance charge of 1.0% per month which is 12% annual percentage rate. In the event legal action is required to collect any amount due to us, and said amount is properly documented, you agree to pay any attorney fees, court costs and other incurred expenses.

I hope the above is consistent with your expectations. If you are ready to proceed, please return a signed copy of this agreement for our files. We look forward to working with you on this project.

Sincerely,

A handwritten signature in black ink that reads "Thomas R. Glass". The signature is written in a cursive style with a horizontal line above the name.

The above terms and conditions are acceptable:

---

Date

---

**MINTURN GENERAL IMPROVEMENT DISTRICT**

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

**NOTICE OF MEETING AND AGENDA**

DATE: Wednesday November 4, 2015

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
Tim McGuire
Sarah J. Baker, Esq.

I. ADMINISTRATIVE MATTERS

- Approve Agenda.
- Review and approve minutes from the November 5, 2014 Board Meeting
- Review of Corporate communications – Baker

II. FINANCIAL MATTERS

- Discuss and consider ratifying appointment of Town Staff to prepare 2016 GID Budget

Action Recommended: Motion to Ratify the Appointment

- Discussion/Action – 2016 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

## MINTURN GENERAL IMPROVEMENT DISTRICT

Wednesday November 4, 2015

Notice of Meeting and Agenda

Page 2

### e. Close Public Hearing

- Discussion/Action – Consider adoption of Resolution No. 2015-11-01 a Resolution to adopt the Fiscal year 2016 Budget

Action Recommended: Motion to approve Resolution No. 2015-11-01 a Resolution to adopt the Fiscal year 2016 Budget as presented

- Discussion/Action – Consider adoption of Resolution No. 2015-11-02 a Resolution to appropriate sums of money for the Fiscal year 2016 Budget

Action Recommended: Motion to approve Resolution No. 2015-11-02 a Resolution to appropriate sums of money for the Fiscal year 2016 Budget as presented

### III. OTHER BUSINESS

- Discuss and set meeting dates for 2016:
  - Board Meeting to consider budget approval set for November 2, 2016 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

Battle One Developer, LLLP  
Post Office Box 56  
Minturn, Colorado 81645

October 28, 2015

Mr. Jay Brunvand  
Town Clerk  
Post Office Box 309  
Minturn, Colorado 81645

RE: Notice of Withdrawal of David Kleinkopf and Designation of Successor Elector for  
Minturn General Improvement District ("Minturn GID")

Dear Mr. Brunvand:

Pursuant to Section 30-20-602(2.7)(a), C.R.S., Battle One Developer, LLLP as the owner of property within the Minturn GID, hereby provides notice of the withdrawal of David Kleinkopf as an elector of the Minturn GID. As his replacement, Ginn-LA Battle One Ltd., LLLP hereby designates **Timothy McGuire** as an elector of the Minturn GID entitled to vote on behalf of Ginn-LA Battle One Ltd., LLLP. Mr. McGuire is entitled to vote in the general election of the State of Colorado and resides at:

**38 W., Deer Blvd, Avon, CO 81620**

Very truly yours,

Battle One Developer LLLP



By: Basse Battle Investment Corp  
Timothy McGuire, authorized agent

cc: Jennifer Henry, Designated Election Official



October 30, 2015

Via Facsimile to: (970) 827-5545  
Minturn General Improvement District  
302 Pine Street  
P.O. Box 309  
Minturn, Colorado 81645  
Attn: Town Manager

Via Facsimile to: (303) 592-4385  
McGeady Sisneros, P.C.  
450 E. 17<sup>th</sup> Avenue, Suite 400  
Denver, Colorado 80203-1214  
Attn: Mary Jo Dougherty, Esq.

RE: *Minturn GID: Amendment of Appointment of Developer's Non-Voting Ex-Officio Board Members*

Dear Members of the Board:

This letter is submitted on behalf of Battle North, LLC, Battle South, LLC, and Battle One Developer, LLLP (collectively the "**Developer**"). In accordance with Section 5.3 of the Annexation Agreement and Article III, Section 5 of the Developer Agreement, Developer hereby provides notice of withdrawal of David Kleinkopf as a non-voting ex-officio member of the governing body of the District. As his replacement, Developer hereby designates Timothy McGuire, who, together with Sarah J. Baker, Esq., shall serve as Developer's non-voting ex-officio members of the Board of the Minturn GID.

Should you have any questions, please do not hesitate to contact me.

Yours very truly,

SARAH J. BAKER PC

A handwritten signature in cursive script that reads 'Sarah J. Baker'.

Sarah J. Baker, Esq.

cc: Tim McGuire (via email)



October 30, 2015

Via Facsimile to: (970) 827-5545  
Minturn General Improvement District  
302 Pine Street  
P.O. Box 309  
Minturn, Colorado 81645  
Attn: Town Manager

Via Facsimile to: (303) 592-4385  
McGeady Sisneros, P.C.  
450 E. 17<sup>th</sup> Avenue, Suite 400  
Denver, Colorado 80203-1214  
Attn: Mary Jo Dougherty, Esq.

RE: *Minturn GID: Amendment of Developer's Notice Addresses*

Dear Members of the Board:

This correspondence shall serve as notice pursuant to Article III, Section 7 of updated information for purposes of notice for Developer. Please provide notice to Developer to:

To Developer:	Battle One Developer Attention: Timothy McGuire PO Box 56 440 Eagle Street Minturn, CO 81645 Telephone: (970) 827-4600 Fax: (970) 827-4605 E-Mail: <a href="mailto:tmcguire@battlemountainresort.com">tmcguire@battlemountainresort.com</a>
---------------	--

And with a copy to:	Sarah J. Baker PC Fax: (866) 597-4823 E-Mail: <a href="mailto:sbaker@sbakerpc.com">sbaker@sbakerpc.com</a>
---------------------	--

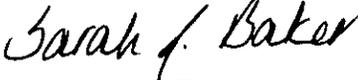
Should you have any questions, please do not hesitate to contact me.

Sarah J. Baker P.C.  
P.O. Box 425, Edwards, Colorado 81632 t: (970) 331-0799 f: (866) 597-4823

Minturn General Improvement District  
October 30, 2015  
Page 2

Yours very truly,

**SARAH J. BAKER PC**



*Sarah J. Baker*

Sarah J. Baker, Esq.

cc: Tim McGuire (via email)

**MINTURN GENERAL IMPROVEMENT DISTRICT**

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

**OFFICIAL MINUTES**

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

Motion by Johnie R., second by Shelley B., to approve the agenda as presented. Motion passed (7-0).

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

Motion by George B., second by Earle B., to approve the Minutes of November 6, 2013 as presented. Motion passed (5-0) Matt S. and Ozzy O. abstained as they were not present at that meeting.

II. FINANCIAL MATTERS

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

Motion by Ozzy O., second by Johnie R., to appoint the Town Staff to prepare the 2015 GID Budget. Motion passed (7-0).

# MINTURN GENERAL IMPROVEMENT DISTRICT

Wednesday November 5, 2014

## OFFICIAL MINUTES

Page 2

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

### A. Action Recommended:

#### a. Open Public Hearing

Hawkeye opened the GID Budget Public Hearing.

#### b. Staff Presentation

Jay B. gave an overview of the budget and answered any questions.

#### c. Public Comment or Testimony

There were no public comments.

#### d. Board Comments

There were no Board comments.

#### e. Close Public Hearing

The Public Hearing was closed.

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

Motion by Shelley B., second by Johnie R., to approve adoption of Resolution No. 2014-11-01 a Resolution to adopt the Fiscal year 2015 Budget. Motion passed (7-0).

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

Motion by Johnie R., second by Ozzy O., to approve adoption of Resolution No. 2014-11-02 a Resolution to appropriate sums of money for the Fiscal year 2015 Budget as presented. Motion passed (7-0).

### 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.

**MINTURN GENERAL IMPROVEMENT DISTRICT**

Wednesday November 5, 2014

OFFICIAL MINUTES

Page 3

Motion by Ozzy O., second by Johnie R., to set the next GID Board meeting for November 4, 2015 6:30pm at the Minturn Town Center, 302 Pine Street, Minturn, CO 81645. Motion passed 7-0

IV. ADJOURNMENT

Motion by Shelley B., second by Ozzy O. to adjourn the GID Board at 8:39pm. Motion passed 7-0.

---

Hawkeye Flaherty, President

ATTEST:

---

Jay Brunvand, Secretary

**RESOLUTION NO. 2015-11-01**

**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 2016, AND ENDING ON THE LAST DAY OF DECEMBER 2016**

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 4, 2015, 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:           \$75.00

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

General Fund:           \$75.00

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 4<sup>th</sup> day of November, 2015.

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 2016, duly adopted at a meeting of the Board of Directors of the Minturn General Improvement District held on the 4<sup>th</sup> day of November, 2015.

---

Secretary

**MINTURN GENERAL IMPROVEMENT DISTRICT  
PROPOSED BUDGET  
GENERAL FUND  
FOR THE YEAR ENDING DECEMBER 31, 2016**

	ACTUAL 2014	EST YE 2015	PROPOSED 2016
Beginning Funds Available	\$3,397	\$3,372	\$3,322
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	\$3,397	\$3,372	\$3,322
Expenditures			
Accounting	\$0	\$0	\$0
Insurance	\$0	\$0	\$0
SDA Dues	\$0	\$0	\$0
Legal	\$25	\$50	\$75
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	\$25	\$50	\$75
Emergency Reserve	-	-	-
Total Expenditures Requiring Appropriation	\$25	\$50	\$75
Ending Funds Available	\$3,372	\$3,322	\$3,247

**RESOLUTION NO. 2015-11-02**

**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 2016 BUDGET YEAR.**

WHEREAS, the Board of Directors has adopted the annual budget in accordance with the Local Government Budget Law, on November 4, 2015, 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:	\$ 75.00
Debt Service Fund:	\$ 0.00
Capital Projects Fund:	\$ 0.00
Emergency Reserve Fund:	\$ 0.00
Enterprise Fund:	\$ 0.00

ADOPTED this 4<sup>th</sup> day of November, 2015.

MINTURN GENERAL IMPROVEMENT  
DISTRICT

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

Attest:

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

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

William Powell  
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

---

MANAGER MEMORANDUM  
November 4, 2016 Meeting

**TO: Town Council**  
**FROM: Willy Powell**  
**Town Manager**

**Performance Evaluation**

I propose Council conduct a performance evaluation for me. My employment contract concludes at year end and a new contract is needed, for which I have discussed with the Mayor.

**Dowd Junction**

We will have an update in Executive Session

**Minturn Road**

Eagle County has bladed Minturn Road.

**Entryway**

The Contractor has finished his work on the Magustos side. Additional work is fencing, intersection lights and landscaping. The Contractor has begun work on the Weston side.

**Minturn to Dowd Trail**

George, Willy Janet and representatives of Intermountain Engineering and the Forest Service walked a conceptual alignment for the trail on the uphill side of County Road 14. IME is surveying the conceptual route, which is to be reviewed by the FS. A wetlands delineation is being performed at Game Creek.

**TAP Grant Request for Qualifications**

The RFQ for engineering services is being issued on Nov. 2.

**ACTION ITEMS REPORT**From: Town Manager  
15-Jul-15

Action Item	Responsible staff	Status
Eagle River Park Grant "History Walk in the Park" and bathrooms	Hawkinson	sod and basketball net installed Design for educational portion beginning
Lease Lot cleanup and leasing	Martinez	berm improved, needs seeded conditional use permits and land lease for tenants lease procedures approved by resolution on June 3
Boneyard	Hawkinson	slash piles cleaned, VSSA and boy scouts PZ reviewing site plan County has given comments on site plan, mgmt plan
Little Beach Park perfect ownership	Powell Sawyer	GOCO grant denied property now in town ownership--item closed
Memorialization Guidelines	Metteer	staff presented Jan. 21
Minturn Fitness Center	Powell Rosenfeld Bidez	Willy working with accountant for tax exempt status achieve property tax exemption--application is submitted achieve 501.c.7 non-profit status
Minturn Education Fund	Powell Bellm	achieve 501.c.3 non-profit status Willy working with accountant for tax exempt status scholarships to be awarded in Spring
Zoning Code Amendments	Hawkinson Powell Sawyer	phase 1 complete and adopted by Council phase 2 schedule to be decided
Guide Sign Plan	Metteer	staff presentation on April 1 Take to CDOT for approval
Water Rate Structure and Rates	Powell water committee	decision on structure and rates made
Entryway/100 Block Project Steet Projects	Powell Hawkinson Inter-Mountain Engr.	phase 1 under construction contract awarded to Site Resource Constructors construction to be complete 10/30
South Minturn Engineering	Powell Hawkinson Inter-Mountain Engr.	RFQ issued 10/30 proposals to be submitted 12/17 agreement with CDOT January, 2016
Bolts Ditch within Wilderness	Powell	confirmed Battle Mtn. will share costs, split to be determined WLG (Tom Glass) proposal to Council 11/4
Building Code Adoption--newer codes		place holder

**CONFIDENTIAL PRIVILEGED  
ATTORNEY-CLIENT COMMUNICATION  
ATTORNEY WORK PRODUCT  
M E M O R A N D U M**

October 30, 2015

TO: Minturn Town Council

FROM: Meghan N. Winokur, Esq.

CC: Michael Sawyer, Esq.  
Boots Ferguson, Esq.

RE: Minturn/Tucker Appeal (Case No. 14SA295) – Water Court Decision Affirmed

---

We are very pleased to report that the Colorado Supreme Court has affirmed the Water Court's determination that Jeff Tucker was required to have legal counsel in Minturn's Bolts Lake diligence case. The decision on this issue resulted in it being unnecessary for the Supreme Court to address the secondary issue on appeal, which was whether Joe Tom Wood's verification of Minturn's application was sufficient.

The Supreme Court agreed with all of Minturn's arguments on the representation issue and relied heavily on the cases cited in Minturn's brief. As a result of the opinion, the Bolts Lake diligence decree entered by the Water Court is final and no further action will be required in that case.

In future cases Tucker will have to participate in his individual capacity or be represented by a lawyer. Although we will still have to deal with Tucker, this is certainly a victory. If he participates in a case pro se he will be personally liable for costs and fees; if he is represented by a lawyer our jobs will be easier and cases will be less difficult.

We have enclosed a copy of the Supreme Court's opinion for your review. Please let us know if you have any questions.

8196050\_1

Opinions of the Colorado Supreme Court are available to the public and can be accessed through the Judicial Branch's homepage at <http://www.courts.state.co.us>. Opinions are also posted on the Colorado Bar Association's homepage at <http://www.cobar.org>.

DATE FILED: October 26, 2015  
CASE NUMBER: 2015SA295

ADVANCE SHEET HEADNOTE

October 26, 2015

**2015 CO 61**

**No. 14SA295, Tucker v. Town of Minturn – Trustees – Pro Se Litigants.**

This appeal requires us to decide whether a non-attorney trustee of a trust may proceed pro se before the water court. Opposer-appellant appeals the water court's order ruling that as trustee of a trust, he was not permitted to proceed pro se because he was representing the interests of others. He further appeals the water court's order granting applicant-appellee's application for a finding of reasonable diligence in connection with a conditional water right. He asserts that the water court erred in granting the application because its supporting verification was deficient.

Addressing a matter of first impression in Colorado, we conclude that the water court correctly ruled that a non-attorney trustee cannot proceed pro se on behalf of a trust. In light of this determination, we decline to address opposer-appellant's arguments on the merits regarding the sufficiency of the verification. Accordingly, we affirm.

**The Supreme Court of the State of Colorado**  
2 East 14<sup>th</sup> Avenue • Denver, Colorado 80203

---

---

2015 CO 61

---

---

**Supreme Court Case No. 14SA295**  
*Appeal from the District Court*  
Water Division 5, Case No. 12CW77  
Honorable Thomas W. Ossola, Water Judge

---

Concerning the Application for Water Rights of Town of Minturn

**Opposer-Appellant:**

J. Tucker, Trustee,

v.

**Applicant-Appellee:**

Town of Minturn,

and

**Opposers-Appellees:**

Battle South, LLC; Battle North, LLC; Battle One Developer, LLLP; and Battle One A  
Developer, LLC

and

**Appellee Pursuant to C.A.R. 1(e):**

Water Division No. 5 Engineer.

---

**Orders Affirmed**

*en banc*

October 26, 2015

---

J. Tucker, Trustee, pro se

**Attorneys for Applicant-Appellee:**

Holland & Hart LLP

Arthur B. Ferguson, Jr.

Meghan N. Winokur

Kylie J. Crandall

*Aspen, Colorado*

**Attorneys for Opposers-Appellees:**

Trout, Raley, Montañó, Witwer & Freeman, P.C.

Bennett W. Raley

Lisa M. Thompson

*Denver, Colorado*

No appearance by or on behalf of Water Division No. 5 Engineer.

**JUSTICE GABRIEL** delivered the Opinion of the Court.

¶1 This appeal requires us to decide whether a non-attorney trustee of a trust may proceed pro se before the water court. Opposer-appellant J. Tucker, Trustee, appeals the water court's order ruling that as trustee of a trust, he was not permitted to proceed pro se because he was representing the interests of others. He further appeals the water court's order granting applicant-appellee Town of Minturn's application for a finding of reasonable diligence in connection with a conditional water right (the Application). Tucker asserts that the water court erred in granting the Application because its supporting verification was deficient.

¶2 Addressing a matter of first impression in Colorado, we conclude that the water court correctly ruled that as a non-attorney trustee, Tucker could not proceed pro se on behalf of a trust. In light of this determination, we decline to address Tucker's arguments on the merits regarding the sufficiency of the verification. Accordingly, we affirm.

### **I. Facts and Procedural History**

¶3 In May 2012, Minturn filed its verified Application.

¶4 In his capacity as trustee of an undisclosed trust, Tucker, proceeding pro se, filed a Statement of Opposition to the Application. Thereafter, during a case management conference, the water court questioned whether Tucker, in his capacity as a trustee, could proceed pro se, given that he was not an attorney but was representing the interests of others. Because Tucker was not prepared to address this issue, the court issued an order requiring Tucker to show cause in writing within seven days why he should be allowed to proceed as a trustee without counsel. Alternatively, the court

ruled that Tucker could have counsel enter an appearance by the deadline for his response to the show cause order.

¶5 Tucker subsequently filed a response, arguing that pursuant to C.R.C.P. 17(a), he was permitted, as a matter of law, to act in his own name as trustee for the benefit of others. He further argued that he had the right to represent himself in doing so. He did not, however, provide any information about the trust, its beneficiaries, or the trust agreement under which he purportedly was acting.

¶6 The water court was unpersuaded and ruled that Tucker, as a non-attorney, could not properly represent the trust in a water proceeding before the water judge. The court thus ordered Tucker to have counsel enter an appearance on behalf of the trust by September 20, 2014. The court further stated that if Tucker did not do so, then his statement of opposition and all pleadings and motions that he filed would be stricken.

¶7 Tucker did not thereafter have counsel enter an appearance, and although the water court does not appear to have entered an order striking Tucker's previously filed pleadings, it ultimately granted Minturn's Application and entered a judgment and decree in Minturn's favor.

¶8 Tucker now appeals.

## II. Analysis

### A. Trustee's Right of Self-Representation

¶9 Tucker first argues that the water court erred in denying him the right to represent himself notwithstanding the fact that he was acting as a trustee for an undisclosed trust. We are not persuaded.

¶10 We review the water court's legal conclusions de novo. Cherokee Metro. Dist. v. Simpson, 148 P.3d 142, 150 (Colo. 2006).

¶11 The relationship between a trustee and a beneficiary is fiduciary in nature. 1 Austin Wakeman Scott, William Franklin Fratcher & Mark L. Ascher, Scott & Ascher on Trusts § 2.1.5, at 37 (5th ed. 2006). "A fiduciary relationship involves a duty on the part of the fiduciary to act for the benefit of the other party as to matters within the scope of the relationship." Id. at 38. Thus, in every trust, "there is something more than a merely personal relationship between trustee and beneficiary; there is a duty on the part of the trustee to deal with the property for the benefit of another." Id. § 2.1.6, at 38. In this way, a trustee acts as a representative of the trust beneficiaries' interests.

¶12 Although we have not previously considered whether a trustee may proceed pro se on behalf of a trust in a litigation matter, we have made clear in a number of other contexts that a party who is not an attorney may not, without counsel, represent the interests of others in a litigation matter. See, e.g., People v. Adams, 243 P.3d 256, 261 (Colo. 2010) (concluding that a non-attorney engaged in the unauthorized practice of law when he pursued certain subcontractors' claims in a representative capacity in bankruptcy court); People ex rel. MacFarlane v. Howard, 612 P.2d 1081, 1081 (Colo.

1977) (enjoining a disbarred attorney, in the context of an unauthorized practice of law proceeding, from appearing before any court or administrative agency in Colorado in propria persona as trustee for any trust for which he might be trustee); see also In re Marriage of Kanefsky, 260 P.3d 327, 331 (Colo. App. 2010) (concluding that because the conservators in a case were not licensed attorneys, they could not represent the protected person in court proceedings without an attorney).

¶13 As we reasoned in Adams, 243 P.3d at 266, “The purpose of the bar and our admission requirements is to protect the public from incompetent legal advice and representation.” Non-attorneys are thus prohibited from undertaking activities that require the exercise of legal discretion or judgment on behalf of others. Id.

¶14 Applying similar reasoning, courts that have addressed the question presented here have concluded that a trustee who is not an attorney may not represent a trust pro se in a litigation matter. See, e.g., Marin v. Leslie, 337 F. App’x 217, 219–20 (3d Cir. 2009); Knoefler v. United Bank, 20 F.3d 347, 348 (8th Cir. 1994); C.E. Pope Equity Trust v. United States, 818 F.2d 696, 697–98 (9th Cir. 1987).

¶15 In C.E. Pope, 818 F.2d at 697, for example, the Ninth Circuit observed that although a trustee who is not an attorney may appear in propria persona on his own behalf, that privilege is personal to him, and he has no authority to appear as an attorney on behalf of others. The court reasoned that the non-attorney trustee’s status was as a fiduciary, and because he was not the actual beneficial owner of the claims being asserted by the trusts at issue, he could not be viewed as a party conducting his

own case personally. Id. Thus, he could not claim that his status as trustee included the right to present pro se arguments on behalf of the trust. Id. at 698.

¶16 The Ninth Circuit's analysis in C.E. Pope is consistent with our own analyses in cases in which a non-attorney seeks to represent the interests of others in litigation, see, e.g., Adams, 243 P.3d at 261; Howard, 612 P.2d at 1081, and we find the Ninth Circuit's analysis persuasive here. Accordingly, we conclude that a trustee who is not an attorney may not proceed pro se on behalf of a trust in a litigation matter, and we therefore affirm the water court's order precluding Tucker from doing so.

¶17 We are not persuaded otherwise by Tucker's argument that C.R.C.P. 17(a) allowed him to proceed pro se in his capacity as a trustee. C.R.C.P. 17(a) provides, in pertinent part, "Every action shall be prosecuted in the name of the real party in interest; but a . . . trustee of an express trust . . . may sue in his own name without joining with him the party for whose benefit the action is brought." Although this rule allows a trustee to sue in his or her own name, we perceive nothing in the rule, and Tucker cites no applicable authority, that allows a trustee to proceed pro se in representing the interests of a trust. Cf. C.E. Pope, 818 F.2d at 698 (noting that although Fed. R. Civ. P. 17(a) authorizes a trustee of an express trust to sue on behalf of the trust without joining persons for whose benefit the action is brought, that rule does not warrant the conclusion that a non-attorney can maintain a suit in propria persona).

¶18 We likewise are unpersuaded by Tucker's assertion that the water court violated his right to due process when it purportedly denied his right to self-representation. For the reasons set forth above, a non-attorney trustee is not entitled to proceed pro se on

behalf of a trust. The water court explained this concept to Tucker and gave him an opportunity to retain counsel, but Tucker, for reasons that the record does not disclose, steadfastly refused to do so. In these circumstances, we perceive no violation of any of Tucker's constitutional rights. Cf. Woodford Mfg. Co. v. A.O.Q., Inc., 772 P.2d 652, 654 (Colo. App. 1988) (concluding that requiring a corporation to appear through an attorney did not deprive it of due process).

### **B. Minturn's Verified Application**

¶19 Tucker next asserts that the water court erred in approving Minturn's Application because the verification supporting the Application was deficient in a number of respects. In light of our conclusion that Tucker could not proceed pro se on behalf of a trust, we decline to address this merits issue.

### **III. Conclusion**

¶20 For these reasons, the water court's orders are affirmed.