



BASALT

101 Midland Avenue, Basalt, CO 81621

Meeting Date: Tuesday, August 2, 2016

Location: Town Council Chambers

BASALT FINANCE COMMITTEE

5:00 Basalt Finance Committee Meeting

1. Update of Town Council Policy 110 (Mike Scanlon)
2. TACAW Discussion
 - A. RETA Presentation – Town Attorney (Tom Smith)
 - B. TACAW Information
 - Pre-Development Agreement
 - Exhibit A – Budget
 - Exhibit A – Budget Reconciliation (To Date)
 - Budget Request 21016
 - Financial Consultation – Further Reviews
 - C. Councilmember Grauer's Questions

6:00 Adjourn

TOWN OF BASALT COUNCIL DISCUSSION ITEM	Date: July 29, 2016
	From: Mike Scanlon, Town Manager
	Town Manager Approval: MS approved 7-29-16

SUBJECT: Revision of Town Council Policy 110 -- Town Council Finance Committee.

RECOMMENDATION: Approve revisions to Town Council Policy 110 creating two citizen member positions and changing the times of the meeting.

DETAIL:

The purpose of this agenda item is two fold,

1. Change the meeting time of the committee from 8:00 a.m. to 5:00 p.m.
2. Create two citizen committee member positions.

History –

Originally in meeting with Town Councilmembers Schwoerer and Grauer we discussed two possible options in the establishment of a Town Finance Committee. Those options were,

1. Financial Advisory Board made up of citizens that were expert in finance.
2. A Town Council Finance Committee made up of the Mayor and two Town Council members.

In exploring the pros and cons of each we decided to recommend to the Town Council the establishment of a Town Council Finance Committee.

Currently –

It's now the direction of the Town Council that we modify the committee structure to include two citizens that have some level of financial experience to the Committee. This then reverses the original direction set by the Town Council and creates a Financial Advisory Committee. The title of the committee changes since it's no longer solely composed of Town Council members.

Questions to consider and resolve --

1. Will the committee still have the recommending authority to the Town Council if in the case of 3-2 vote -- two of the votes in the majority are that of citizen committee members. Meaning that a majority of town councilmembers on the committee were in opposition.
2. Should citizen committee member votes be equal to a Town Council members?
3. What will be the basis of selection for interviews? Financial knowledge? Local government knowledge? Local government financial knowledge? How will the Town Council write that selection criteria?
4. What Town Councilmember(s) will be in charge of vetting the resumes of potential members based on the selection criteria and scheduling the interviews of potential candidates?

Related Town Statute and or Town Actions: Town Charter Section 3.10 related to Council/Administration Relations.

TOWN OF BASALT

TOWN COUNCIL POLICY MANUAL

POLICY NO. 110

ESTABLISHMENT OF TOWN FINANCIAL ADVISORY COMMITTEE

1.01 Composition, Number of Members, Appointment and Chair

The Town of Basalt shall establish a Town Financial Advisory Committee (Committee). The Committee will be made up of the Mayor, two (2) Town Councilmembers and two (2) citizens. The Committee shall be appointed by the Town Council following April General Election. Appointments to the Committee shall be for a term of two years. The Committee shall at their first meeting appoint a Committee Chair.

1.02 Citizen Appointments.

Citizen committee member interviews and appointments will be conducted by the Town Council using an established set of minimum financial experience criteria required in order to be considered.

1.03 Meetings

The Committee meetings shall be scheduled monthly. All meetings are open to the public. The first Tuesday of the month at 5:00 p.m. shall be the regular committee meeting time.

All meetings shall be held at Town Hall unless otherwise specified. Additional meetings may be held upon the call of the Chair or upon the call of a majority of committee members, provided that all members shall be notified of such meeting at least 24 hours in advance of the announced start of the meeting and is consistent with Colorado Open Meeting Laws (COML).

1.04 Quorum

The Committee shall conduct business only in the presence of a quorum. A quorum shall consist of two ~~three~~ members. Town staff will be responsible to ascertain in advance whether or not a quorum will be present to conduct business.

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1.05. Agenda

An agenda shall be developed by the Chair and related staff before each meeting. Individual councilmembers may request the addition of specific items to the agenda by contacting the committee chairperson or Town Manager. The Town Manager and department heads will participate in the presentation of information to the committee.

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1.06. Votes

Meetings shall be conducted in an orderly manner. Generally, Roberts Rules of Order will be followed and should serve as a guideline in the conduct of committee meetings. Seconds to a motion are not necessary given the size of the Committee. The Committee Chair will preside over the meetings and is responsible for maintaining orderly discussion. Passage of (recommendation of an item) shall require a majority of those present and voting, including the chair. The chair of the committee cannot make a motion.

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1.07. Minutes

Minutes shall be kept of all Committee meetings by staff assigned by the Town Manager. Distribution shall be made to the Mayor and Town Council and provided on the Town's web site.

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1.08. Committee Responsibilities

The Committee shall be responsible for the review of policy matters dealing with Finance. This shall include but not limit review of the annual budget, annual audit, interim financial reports, acquisition of real property, major equipment purchases, capital projects and financially related policies.

Committee members shall not be involved in daily administrative tasks This is outlined in the Town Charter, **Section 3.10 Council/Administration Relations**, which states,

“Except for informal inquiry, Councilors and the Mayor shall deal with Town administrative personnel and employees solely through the Town Manager and shall not give orders directly to Town employees.”

Committee members shall deal with Town personnel matters on a policy review basis. Policy review means such things as personnel rules, job descriptions, or

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salary schedules. Committee members either individually or as a committee shall not meet with an employee concerning personnel matters.

1.09 Significance of Committee Actions

Action of the Committee shall constitute recommendations to the full Town Council. No binding decision can be made in Committee on matters that should be brought before the full Town Council.

1.09 Responsibilities of Committee Chair

1. Conduct meetings of the Committee.
2. Report on Committee action to the full Town Council at the Town Council meetings.
3. Approve agendas for regular and special committee meetings.
4. Encourage participation and attendance of committee members.
5. Serve as principal liaison between the Committee and the Staff and Town Council on issues for which the Committee is responsible.

APPROVED BY THE TOWN COUNCIL ON MAY 24, 2016
APPROVED REVISION BY THE TOWN COUNCIL ON AUGUST 9, 2016

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TOWN OF BASALT COUNCIL DISCUSSION ITEM	Date: July 29, 2016 From: Mike Scanlon, Town Manager
	Town Manager Approval: MS approved 7-29-16

SUBJECT: TACAW Discussion

RECOMMENDATION:

DETAIL:

The purpose of this agenda item is to allow the Town's Town Council Finance Committee to further "vet" and explore the role of TACAW in the development of a Performing Arts Center at Willits.

The idea of this center was crafted during the review of the Willits Planned Unit Development (PUD).

It's the identification of the parcel and establishment of the RETA that brought about the creation and development of TACAW. It should be noted that the creation/agreement/understanding of TACAW as the representative of the Willits Performing Art Space occurred in 2011.

This Agenda Item will have three parts –

- A. Tom Smith will provide an oral overview of the RETAs at Willits (10 minutes)
- B. TACAW Information
- C. Councilmember Grauer's Questions

I've included the following information in this packet material,

1. Pre-Development Agreement with TACAW
2. Exhibit A – Budget
3. Exhibit A – Budget Reconciliation – This is simply what TACAW has spent. It doesn't fit with Item 2 – needs to be coded to the categories for it to make sense. I've asked them to do this
4. Budget Requested by TACAW for 2016
5. 2016 Budget Page 22 General Government
6. Detail for Line Item 10-41-670 (The amount that was budgeted for TACAW in 2016)
7. Performing Arts Feasibility Study Firms – Names Ehlers will be contacting for proposals

Related Town Statute and or Town Actions:

PRE-DEVELOPMENT AGREEMENT
TOWN OF BASALT AND THE ARTS CENTER AT WILLITS (TACAW)

THIS PRE-DEVELOPMENT AGREEMENT (this "Agreement") is entered into as of the 23rd day of June, 2015 (the "Effective Date"), between the Town of Basalt, Colorado, a town of the State of Colorado (the "Town"), and The Arts Center at Willits (TACAW), a Colorado nonprofit corporation (the "Developer") (the Town and Developer are hereby collectively referred to as the "Parties").

RECITALS:

- A. The Town of Basalt owns an approximate .78 acre property designated as the "Town Park Arts Tract". The initial developers of the Willits Town Center PUD dedicated the tract to the Town for the purposes of a Town Park and Arts Center.
- B. The Willits Town Center development approvals established a real estate transfer assessment (RETA) whereby 50% of the funds are set aside to build, maintain and provide an endowment for an arts center or cultural center (the "Arts Center") to be located at the Town Park-Arts Center Tract at Willits Town Center (the portion of the RETA set aside for such purposes is herein referred to the "Willits Arts Center RETA").
- C. TACAW has now received 501(c)(3) status with the Internal Revenue Service and is registered with the state as a Colorado non-profit.
- D. The Willits Arts Center RETA now has approximately \$700,000 of restricted revenue. Expenditure of these funds for the allowed purposes requires appropriation by the Town Council.
- E. The Parties desire to enter into this Agreement in order to designate the Developer as the exclusive developer of the Town Park-Arts Parcel, to properly define and record the necessary improvements and financing needed to develop the Property as performing arts facility for TACAW, and to identify issues related to development of the site.

Please return to:
TOWN OF BASALT
101 Midland Avenue
Basalt, CO 81621

- F. The Willits Arts Center RETA now has approximately \$700,000 of restricted revenue and TACAW would like to access those funds to fund and build a performing arts center.
- G. The Development approvals also allow a park on the site.
- H. Parties desire to enter into this Agreement in order to designate the Developer as the exclusive developer of the "Town Park-Arts Center Tract" (Property), to properly define and record the necessary improvements and financing needed to develop the Property as a performing arts facility for TACAW, and to identify issues related to development of the site.
- I. The Parties desire to enter into this Agreement in order to designate the Developer as the exclusive developer of the Town portion of the Willits Town Center PUD ("Property"), to properly define and record the necessary improvements and financing needed to develop the Property as a performing arts facility by TACAW, and to identify issues related to development of the site.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Town and the Developer agree as follows:

1. **DEVELOPER OF RECORD.** The Town acknowledges that there are risks and costs of preliminary planning activities and other requirements associated with the preparation for a project plan under development. As an inducement to Developer to assume those costs and undertake those activities, as set forth herein, the Town agrees to designate the Developer as the Exclusive Developer of Record for the Property.
2. **OBLIGATION OF THE PARTIES TO PROCEED.** The obligations of the Parties to proceed beyond this Pre-development Agreement are dependent upon the Parties entering into a Final Development Agreement prior to the termination of this Agreement. Nothing contained herein shall (i) obligate the Town to create or approve the Development (ii) obligate the Town to create or approve a development plan for the Property, or (iii) obligate either party to enter into a Final Development Agreement.
3. **OBLIGATIONS OF THE PARTIES.** The parties agree that there are a number of elements that are required for the project to be completed:
 - A. The Town owns the Property which it intends to lease to the Developer through a future lease for a minimal rent to be signed by the Parties for the Property subject to the Developers compliance with the terms of this agreement.

- B. The Parties enter into this Agreement in order to designate the Developer as the exclusive developer until the deadline described in Paragraph 3C below, for the purpose of building and maintaining a performing arts center within the Property, and to set forth matters that need to be included in any Final Development Agreement.
- C. Deadline for Performance - TACAW commits to entering into a Final Development Agreement and Lease with the Town by March 31st of 2016. The Town Manager is given the ability to authorize another three month extension to the deadline if he finds that TACAW is making progress toward executing a Final Development Agreement, with any other additional extension requiring Town Council approval.
- D. Agreement on Site Grading. The parties agree that the site requires a considerable amount of fill to make it developable. TACAW shall be responsible for filling the property and making it a workable development site.
- E. Agreement on Site Work, Infrastructure, and Utilities. The Parties shall agree on how site work, utilities, street, sidewalk and similar improvements are to be addressed by the Final Development Plan. The Town understands that TACAW may request that the Town or the developer of Willits Town Center make off site improvements to enable the Performing Arts Center to be constructed. The Town agrees to give consideration to any such request, however nothing herein obligates the Town to make or fund such improvements.
- F. Parking. The Parties agree to work toward a solution for parking for the Performing Arts Center which may include offsite temporary, permanent or leased parking and pedestrian ways. While underground parking is not currently being contemplated, nothing herein restricts the parties from considering it.
- G. Park Improvements. The parties agree that the Willits Town Center development approvals allow for a park on the site. The Town deferred park improvements to be constructed by the Willits Developer on the site. The Town agrees to work with the developer of Willits Town Center to identify any obligations to build park improvements on the Property that could occur in conjunction with the construction of the Performing Arts Center.
- H. Agreement on Progress Schedule. The Parties shall agree on a progress schedule by which the development project will be undertaken and completed, including a mechanism by which the scheduled can be mutually revised.
- I. Zoning Changes and Town Planning Impacts. The Parties shall agree as to how any necessary zoning changes, affordable housing and town

planning impacts will be addressed. Nothing contained within this Agreement, nor any future agreement shall be deemed to bind the Town, acting in its governmental capacity, to make any such zoning changes. The parties agree that the process outlined for the "P" Public Zone District shall be used. The Town contemplates that a "P" Public Site Plan" will be reviewed by the P&Z and adopted by the Town Council providing conceptual approval with the final plan being reviewed by the P&Z. Alternatively, an amendment to the Willits Town Center could be considered by the Town which could provide an alternative process.

- J. Financial, Tax and Incentive Impacts. The Parties shall work diligently to define any financial, tax and incentive impacts of the project. This includes the potential establishment of districts that would provide funding to meet site work, infrastructure and utility requirements of the project.
 - K. Funding through the Willits Arts RETA. The Town agrees to process a supplemental budget to provide start-up funds to TACAW for up to \$130,000 in 2015 using the Willits Arts RETA funds as shown in Exhibit A. TACAW may make a proposal for 2016 funding during the Town's 2016 budget process. The Final Development agreement shall address how additional Willits Arts RETA funds would be provided to TACAW. TACAW may request advance funds and the Town Manager may consider advancing the request. TACAW shall submit monthly reports explaining how funds are being utilized and progress made.
 - L. Other Matters. The Final Development Agreement shall also address any other matters that the Parties deem appropriate.
 - M. Terms and Conditions related to the Final Development Agreement. The Parties desire to agree upon the terms and conditions of all the items listed in this Paragraph 3, and identify any additional items as they may arise, at the earliest possible time during the development plan approval process so mutual expectations are met in a satisfactory manner.
4. MISCELLANEOUS.
- A. Financial liability. The Town shall not be liable for any expenses or debt associated with or incurred by the development or marketing of, or future management of the facility (ies).
 - B. Costs. Each party shall be solely responsible for all costs and expenses incurred by such party in connection with the matter contemplated by this Agreement. The Town shall be responsible only for the costs approved by the Town Council through this or subsequent agreement.

- C. Financial Investigation. The Developer agrees to provide information for a financial analysis of the Development Project to be completed by the Town's Financial Advisor. The financial analysis will examine the completeness and reasonableness of: 1) Project development costs, both onsite and offsite; 2) Project funding, including debt, donations / grants, and other anticipated sources; 3) Facility programming and associated revenues and expenditures; 4) All other facility operating expenses and required reserves; and 5) Incorporating points 1-4 above, the Project's prospective feasibility and self-sustainability. The Town will also engage an appraiser to determine the fair market value of the land conveyance to reflect the conveyance in its asset inventory. The costs of the Financial Investigation and appraisal will be paid for out of the Willits Arts RETA.
- D. Assignability. Neither party shall assign this Agreement without the written consent of the other party.
- E. Amendments. This Agreement may be supplemented or amended only by written instrument executed by the Parties affected by such supplement or amendment.
- F. Applicable Law. This Agreement shall be deemed to be entered into in the State of Colorado, and shall be enforceable under the laws of that state.
- G. Binding Effect. This Agreement shall inure to the benefit of, and be binding upon the Parties.
- H. Non-liability of Town Officials and Employees. No member of the governing body, official, employee, or agent of the Town shall be personally liable to Developer, or any successor in the interest to Developer, pursuant to the provisions of this Agreement, nor for any default or breach of the Agreement by the Town.
- I. Not A Partnership. The provisions of this Agreement are not intended to create, nor shall they in any way be interpreted or construed to create, a joint venture, partnership, or any other similar relationship between the Parties.
- J. Terms of Agreement and Termination. This Agreement shall remain in effect until the deadline provided in Paragraph 3C unless TACAW notifies the Town that it does not intend to proceed. However this Agreement may be terminated at any time by either party if such party is not satisfied, in its sole and absolute discretion, with the progress being made toward entering the agreements referenced in Paragraph 2 above upon a 60 day prior notice. In the event of termination, the parties shall be responsible for fulfilling all of their obligations through the final date of the Agreement

IN WITNESS WHEREOF, the Parties have duly executed this Agreement pursuant to all requisite authorizations as of the date first above written.

TOWN OF BASALT, COLORADO

ATTEST:

By: [Signature]
Jacque R. Whitsitt,



By: [Signature]
Pamela K. Schilling, Town Clerk

DEVELOPER
THE ARTS CENTER AT WILLITS

By: [Signature]
Julia Marshall, President

STATE OF COLORADO)
) ss.
COUNTY OF Eagle)

Subscribed and sworn to before me this 30 day of July, 2015 by
Julia Marshall as President of The Arts Center at Willits.

Witness my hand and official seal.

My commission expires: 10.28.15

[Signature]
Notary Public

SALLY FERREN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19994030432
MY COMMISSION EXPIRES 10/28/2015

Feb. 2015	Beginning Balance	Jan. 2016	Beginning Balance
Ken Ransford		Mavenlink	
Total Expenses	2,850.00	12/28/15 MB Productions VOID	90.00
	2,850.00	Total Expenses	(7,500.00)
			(7,410.00)
Town Reimbursement		Town Reimbursement	
Ending Balance/Funds on Hand	(2,850.00)	Ending Balance/Funds on Hand	(2,134.89)
Mar. 2015	Beginning Balance	Feb. 2016	Beginning Balance
Google	(2,850.00)		(2,134.89)
Alpine Bank	12.00	Aspen Leadership	5,000.00
Total Expenses	3.72	Kissane Viola Design	1,475.00
	15.72	Roaring Fork Bookkeeping	247.50
Town Reimbursement		Town of Basalt	2,000.00
Ending Balance/Funds on Hand	(2,865.72)	Google	12.00
Apr. 2015	Beginning Balance	Mavenlink	29.00
	(2,865.72)	Basalt Printing	28.25
		Total Expenses	8,791.75
Alpine Bank		Town Reimbursement	
Total Expenses	3.73	Ending Balance/Funds on Hand	(10,926.64)
	3.73	Mar. 2016	Beginning Balance
Town Reimbursement			(10,926.64)
Ending Balance/Funds on Hand	2,850.00	Aspen Leadership	590.00
May. 2015	(19.45)	Kissane Viola Design	637.93
	Beginning Balance	Kissane Viola Design	960.00
Alpine Bank	(19.45)	Mt. Daly Enterprises	5,170.00
Total Expenses	3.04	TACAW - reimb	60.02
	3.04	Ken Ransford	410.00
Town Reimbursement		Smoke - 3.29.2016 Invoice	320.00
Ending Balance/Funds on Hand	(22.49)	Smoke - 3.31.2016 Invoice	320.00
Jun. 2015	Beginning Balance	Roaring Fork Bookkeeping	90.00
	(22.49)	Total Expenses	8,557.95
Alpine Bank		Town Reimbursement	
Total Expenses	2.90	Ending Balance/Funds on Hand	1,222.50
	2.90		9,545.89
			(8,716.20)

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Town Reimbursement			Apr. 2016	Beginning Balance (8,716.20)
Ending Balance/Funds on Hand			Aspen Leadership	10,000.00
		(25.39)	Smoke	128.00
			Thunder River Properties, LLC	1,133.00
Jul. 2015		Beginning Balance	Ryan Honey - salary & benefits	7,295.83
		(25.39)	Ryan Honey	1,388.89
			Google	5.00
Blot	1,000.00		SquareSpace	12.00
Total Expenses	1,000.00		Roaring Fork Bookkeeping	101.25
Town Reimbursement		45,000.00	Total Expenses	20,063.9
Ending Balance/Funds on Hand		43,974.61	Town Reimbursement	-
Aug. 2015		Beginning Balance	Ending Balance/Funds on Hand	(28,780.17)
		43,974.61	May. 2016	(28,780.17)
Sopris Engineering	690.00		Thunder River Properties	292.48
Total Expenses	690.00		Google	5.00
Town Reimbursement		-	SquareSpace	12.00
			Ken Ransford	1,695.00
Ending Balance/Funds on Hand		43,284.61	Ryan Honey - June salary	8,333.34
Sep. 2015		Beginning Balance	Ryan Honey - June Benefits	1,500.00
		43,284.61	Ryan Honey	574.19
Ken Ransford	468.75		Roaring Fork Bookkeeping	348.75
Total Expenses	468.75		7% Operating Balance Continge	11,407.0
Town Reimbursement		-	Total Expenses	24,167.7
Ending Balance/Funds on Hand		42,815.86	Town Reimbursement	28,621.92
Oct. 2015		Beginning Balance	Ending Balance/Funds on Hand	(24,326.01)
		42,815.86	June. 2016	Beginning Balance (24,326.01)
Space Monkey Design	252.90		Prior year adjustment	158.25
Independence Press	354.63		Basalt Printing	48.95
Kissane Viola Desigbn	3,375.00		Eagle County GIS	30.00
Sopris Engineering	125.00		Harland Checks	18.95
Total Expenses	4,107.53		Moo.com	62.46
Town Reimbursement		-	Roaring Fork Bookkeeping	416.25
			Thunder River Properties	566.50
			Ryan Honey - July salary	8,333.34

Ending Balance/Funds on Hand		38,708.33	Ryan Honey - July Benefits	1,500.00
Nov. 2015			Federal Payroll taxes-May	478.13
		Beginning Balance	Federal Payroll taxes-June	637.50
Aspen Leadership	9,000.00	38,708.33	Federal Payroll taxes-July	637.51
Amazon	90.00		Ryan Honey-exp reimb	241.82
Total Expenses	9,090.00		Total Expenses	12,971.4
Town Reimbursement		-	Town Reimbursement	24,167.76
Ending Balance/Funds on Hand		29,618.33	Ending Balance/Funds on Hand	(12,971.41)
Dec. 2015		Beginning Balance		
		29,618.33		
LWDP for Amazon	90.00			
Mavenlink	29.00			
Ken Ransford	50.00			
Eileen Seeley	2,239.00			
Mt. Daily	4,920.00			
Aspen Leadership	3,500.00			
MB Productions	7,500.00			
Sopris Engineering	17,200.00			
Kissane Viola Design	3,375.00			
Roaring Fork Bookkeeping	260.22			
Total Expenses	39,163.22			
Town Reimbursement		-		
Ending Balance/Funds on Hand		(9,544.89)		

TACAW Budget Proposal October 2015 Thru December 2016				
10/12/2015	10.15.2015- 12.31.016	2015 Oct-Dec	2016	
Start Up Costs				
Power Point, Website Development, Social Media Messag	\$ 30,000	\$7,500	\$	22,500
Capital Campaign Consultant	\$ 16,000	\$12,500	\$	3,500
Pop Up Events	\$ 32,500	\$7,500	\$	25,000
Collateral materials	\$ 5,000	\$1,000	\$	4,000
Events/Donor Functions	\$ 25,000	\$5,000	\$	20,000
Administrative Support	\$ 8,000	\$2,000	\$	6,000
Pre-Development Co-ordinator	\$ 60,000		\$	60,000
Civil - Site	\$ 1,000	\$1,000		
Acoustical Engineer/AV Design	\$ 25,000	\$5,000	\$	20,000
Theatrical Lighting	\$ 25,000	\$5,000	\$	20,000
Totals	\$ 227,500	\$ 46,500	\$	181,000
Previously Committed Funds - 6.15.15 - 12.31.15	\$130,000			
Funds Spent 6.15.15 - 10.15.15	\$7,084			
Funds To be Spent 10.15.15 -12.31.15 (unspent fund acc	\$46,500			
Surplus Funds Available for 2016	\$76,416			
Fund Request 2016	\$ 181,000			
Surplus Funds Available	\$76,416			
Required Additional Funds	\$ 104,584			

EXPENDITURES

General Government

Dept. Legislative 10-41

Acct. No.	Description	Audit 2013	Audit 2014	2015			Plan 2016
				Budget	10/12	Year-end	
110	Mayor & Trustees - Salaries	71,631	72,000	72,000	55,385	72,000	72,000
220	Payroll Taxes	5,479	5,507	5,508	4,236	5,508	5,508
260	Workers Compensation	116	96	120	103	103	110
Sub-Total: Personnel		77,226	77,603	77,628	59,724	77,611	77,618
570	Memberships & Dues	16,311	32,883	35,000	17,398	20,000	29,000
580	Travel /Auto	791	92	2,000	0	100	500
590	Training/Education	3,766	150	2,500	252	252	500
600	Supplies	9,715	5,916	7,500	4,202	7,500	7,500
670	Trustee Disc. Fund/Economic D.	42,632	130,652	780,000	2,558,408	2,750,000	704,000
675	Events	10,747	37,106	40,000	127,345	130,000	50,000
681	Communication	20,680	20,680	20,000	14,029	2,500	23,500
682	Busi. Support/Lodging Tax Chambl	24,338	16,777	25,000	8,764	25,000	50,000
700	Capital Outlay	0	0	0	0	0	0
Sub-Total: Operations		128,980	244,256	912,000	2,730,398	2,935,352	865,000
Total Legislative		\$206,206	\$321,859	\$989,628	2,790,122	\$3,012,963	\$942,618

Comments:

The Town Council is comprised of one mayor and six councilmember's, who are elected biennially for four-year overlapping terms of office.

570 Includes CML \$ 4,973, QQ \$ 1,500, NWCCOG \$4,515 MSEC \$4,400, CAST \$1,650

Ruedi \$4,750 , CORE \$5,000, NLC \$2000

670 We Cycle, Arts, Community Message Board 704,000

Economic development , Willits Housing,

Childcare facility, golf committee

675 Events - RFP \$ 85,000

681 Grass Roots \$ 23,500

682 Chamber 1/2 of lodging tax \$ 60,000

General Government

Legislative 10-41

Trustee Discretionary Funds 670

Budgeted Total Expenditures \$ 704,000

Item Description	2016 Budget	Spent (as of 06/2016)	Remaining Balance
Business Support	\$ 150,000	\$ 23,113	\$ 126,887
Signs/Community Message Board	\$ 50,000	\$ 11,545	\$ 38,455
Childcare	\$ 75,000	\$ 28,804	\$ 46,196
3 Bears Rent (ArtBase Annex)	\$ 24,000	\$ 8,000	\$ 16,000
Willits Housing Contribution	\$ 125,000	\$ -	\$ 125,000
WeCycle	\$ 100,000	\$ 100,000	\$ -
Art -- Matched with 1%	\$ 50,000	\$ -	\$ 50,000
Economic Develoment - Kinsley BPAC	\$ 30,000	\$ 4,950	\$ 25,050
TACAW (RETA)	\$ 100,000	\$ 64,938	\$ 35,062
TOTAL	\$ 704,000	\$ 241,350	\$ 462,650

**PERFORMING ARTS FEASIBILITY
STUDY FIRMS**

**REVIEW AND SCOPE OF WORK WILL BE
SET BY EHLERS**

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Questions/Comments posed by Town Council member Grauer

- Neither TACAW use of funds report, nor the “TACAW Budget Proposal Oct. 2015 to 12.31.2016” show budget items or expenditures tracked directly to the Exhibit A Pre-Development Costs in the Pre-Development agreement.
- Please have TACAAW allocate RETA funds spent in 2015 and 2016 to the Exhibit A categories.
- For Pop up Events and Event/Donor Funding: please provide the detail on each event; date, time, location, audience, purpose, fees paid to individuals, and resulting pledges or donations and itemized invoices in 2015 and 2016.
- For the Capital Campaign Consultant please provide the name of the consultant and the firm, the work product results and itemized invoices for 2015 and 2016.
- What are the sources and amounts of TACAW income or contributions or pledges; other than from the Town RETA accounts? Please provide the amount, date, donor/payer, purpose and kind of contributions received since TACAW’s April, 2015 designation as an IRS 501C3 non-profit organization.
- Why did the TACAW board hire a Managing Director without having the proper accounting to understand its budget constraints and when Exhibit A identifies a managing director as a zero \$ budget item.
- Why did the Town approve the monthly salary request to be paid 100 percent from RETA funds, without proper financial and progress reports necessary to justify such a large expenditures.
- Lastly, why was the council not informed and involved in such a huge commitment to salary by the TACAW board and the Town manager of RETA funds, that was not budgeted?