

# Eagle Valley Transportation Authority

Board of Directors - Meeting Agenda  
Avon Council Chambers  
100 Mikaela Way, Avon, CO 81620  
Wednesday, March 8, 2023 - 12:30 p.m.

Link for Remote Participation:

### Regular Meeting:

When: Mar 8, 2023 12:30 PM Mountain Time (US and Canada)  
Topic: EVTA Board Meeting

URL: [https://us02web.zoom.us/webinar/register/WN\\_CevDfyg9S8S0ZyBvQ1ayfw](https://us02web.zoom.us/webinar/register/WN_CevDfyg9S8S0ZyBvQ1ayfw)  
Phone: 346 248 7799 Webinar ID: 880 6414 2047

### Executive Session:

When: Mar 8, 2023 1:30 PM Mountain Time (US and Canada)  
Topic: EVTA Board Executive Session

URL: [https://us02web.zoom.us/webinar/register/WN\\_p8WSL3zpRf-q35KMF6qiw](https://us02web.zoom.us/webinar/register/WN_p8WSL3zpRf-q35KMF6qiw)  
Phone: 346 248 7799 Webinar ID: 839 1645 7795

1. Call to Order
2. Approval of the Agenda
3. Approval of the February 2023 Minutes *(majority vote)*
4. Public Comment

Public Comment will be accepted for items not on the regular meeting agenda. Please state your name and community of residence. Public comment is limited to 3 minutes per individual.

5. Accounting Update
  - Approval of Resolution 2023-08, Accounting Contract *(majority vote)*
  - Approval of 2022 Audit Exemption Request *(majority vote)*
6. Selection of Legal Counsel *(majority vote)*
7. Communication and Outreach Update *(discussion)*

- Quick Facts Document
- Proposed Community Update Message for March 2023

8. Retreat Planning Update *(discussion)*

- Facilitation Proposal
- Retreat Overview
- Draft Agenda

9. Director's Update/Future Topics *(discussion)*

10. Executive Session

*Executive Session for the purpose of discussing personnel matters pursuant to C.R.S. §24-6-402(f) concerning the Eagle Valley Transportation Authority Executive Director position.*

*The Executive Session will take place in the Holy Cross Room.*

11. Adjourn

**MINUTES OF THE  
EAGLE VALLEY TRANSPORTATION AUTHORITY  
BOARD OF DIRECTORS MEETING  
FEBRUARY 8, 2023**

A meeting of the Eagle Valley Transportation Authority (“Authority”) Board of Directors (“Board”) was held on February 8, 2023, at 12:30 p.m. The meeting was held in person at the Avon Council Chambers located at 100 Mikaela Way, Town of Avon, Colorado, 81620, and on Zoom. Notice of the meeting was posted on February 3, 2023 and included agenda items, location and time, and teleconference information needed to participate in the public portion of the meeting. The Notice of Board of Directors Meeting dated February 3, 2023 and the certification of posting are attached hereto.

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**ATTENDANCE**

**Directors in Attendance:**

Director Dave Eickholt, Beaver Creek Metro District

Director Jeanne McQueeney, Commissioner, Eagle County

Director Robert “Bob” Hill, Member of the Board of Trustees,  
Town of Red Cliff

Director Barry Davis, Councilor, Town of Vail

Director Earle Bidez, Mayor, Town of Minturn (remote)

Director Janet Bartnik, Councilor, Town of Eagle.

**Directors Absent:**

Director Amy Phillips, Mayor and Councilor, Town of Avon

**Also in Attendance:**

Tanya Allen, Regional Transportation Director, Eagle County

William “Bill” Ray, Communications Consultant, WR  
Communications

Ineke De Jong, Administration Manager, Town of Avon

Brandon Rattiner, Kaplan, Kirsch & Rockwell (remote)

Jeff Wetzel, Operations Manager, ECO Transit

Greg Barrett, Safety & Training Coordinator, ECO Transit

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Lance Trujillo, Technology & Innovation Manager, ECO Transit

Jessie Cooper, Fleet asset Supervisor, ECO Transit

Vanesa Duarte, Amin/Fiscal Tech II, ECO Transit

Dayana Herr, Administration Supervisor, ECO Transit

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**APPROVAL OF THE AGENDA**

Director McQueeney presented the Board with the Meeting Agenda. No changes or additions were requested by other Directors. Director McQueeney moved to approve the Agenda. Director Eickholt seconded this motion, which passed with a unanimous 6-0 vote.

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**APPROVAL OF MINUTES**

Director McQueeney presented the Board with Minutes from the January 11, 2023 meeting and asked if there were any requests for corrections. Hearing none, Director McQueeney moved to approve the Agenda. Director Bidez seconded this motion, which passed with a unanimous 6-0 vote.

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**AGENDA ITEMS**

**4. Consent Agenda**

**4.1 Resolution No. 2023 - 05 Adopting the Consent Agenda**

Before approving a resolution adopting the consent agenda, Directors Bartnik and Eickholt wanted to discuss the open records policy.

**4.2 Resolution No. 2023 - 06 Adopting an Open Records Policy**

Mr. Rattiner spoke about the Open Records Policy the Authority needed to adopt pursuant to the Colorado Open Records Act. Director Bartnik asked to change the policy's maximum reimbursable rate to \$33.58 per hour as allowed under new legislation. Director Bartnik also asked to clarify the policy to make clear that the first hour of staff time on open records requests is free of charge.

Director Eickholt asked if a custodian had been identified. Ms. Allen said she would serve as custodian given her role as the interim Director of the EVTA, and she will be using the ECO

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Transit operating address. She noted that like several of the interim items, this may have to be adjusted at a later date.

Director Bartnik moved to amend the resolution to include Ms. Allen as the custodian for section (B) as well as the change on the amount in section (D) not to exceed \$33.58 per hour for open records requests. Director Davis seconded this motion, renumbered 2023-03, which passed with a unanimous 6-0 vote.

#### **4.3 Resolution No. 2023 - 07 Appointing an Airport Advisory Committee**

Director Bidez asked whether both the EVTA Board and the Airport Committee Board would have seats on each other's boards. Ms. Allen said that the Airport Committee would not have a representative on the EVTA Board, and instead, they will report periodically to the Board as an advisory committee. Director Bidez moved to approve resolution 2023-07, renumbered 2023-04. Director Bartnik seconded this motion, which passed with a unanimous 6-0 vote.

#### **5. Public Comment**

No public comment was made in person nor on Zoom.

#### **6. Joint Meeting with ECRTA ("ECO Transit") Board (Discussion)**

##### **6.1 Discussion of the ECO Transit's Board Role**

Ms. Allen stated that ECO Transit, as a department of Eagle County, has had an advisory board made up of eight jurisdictions within the county. This board advises on the overall operations of ECO Transit, which is funded by the countywide half-cent sales tax. She noted that Eagle County will assign that existing sales tax over to the EVTA under the Transition Plan to operate existing ECO service under that framework, which means there's a need for transition between the management process of EVTA and the advisory process from the ECRTA board. She recommended having quarterly joint meetings over the course of 2023 to attend to any ECO Transit business needs and focus the meeting on topics that were of interest to both boards.

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## **6.2 Review of Proposed Timelines for ECO Transit Transition Planning**

Ms. Allen discussed the Transition Plan Framework, attached to the IGA as appendix D. She noted the planned timeline for this transition is 2 years, with the first year focusing on transitioning administrative responsibilities and establishing transitioning procedures and processes. Ms. Allen expects conversations around transitioning will start to accelerate around mid-year, after the planned EVTA Board retreat.

Ms. Allen also noted the need to transition vehicles and equipment currently owned by Eagle County. She stated that there needs to be a procedure to ensure those vehicles are titled and insured properly to be able to operate them under the EVTA umbrella. This also includes grant-funded vehicles.

Director Bidez asked what the CDOT grant responsibilities are and whether EVTA could purchase EV vehicles without such funds. Ms. Allen said that traditionally ECO Transit receives Administrative and Operating funds that comprise a portion of their annual budget. In addition, she said there are other grants ECO traditionally applies for, to fund vehicle replacements and vehicle upkeep. She noted that EVTA could purchase an EV fleet with local funds as well.

## **7. Communication and Outreach Update (*Discussion*)**

Mr. Ray noted the website is shifting its focus from describing formation of the EVTA to describing operation of the EVTA. He stated that moving forward, he is working on different communication tools that will be on the website and distributed to Directors. He said he will start working on a monthly update, which will be a small article on activities from the Board and staff so there will be a better outreach to the community.

## **8. Resolution No. 2023 - 08 - Designating a New Treasurer (*Majority Vote*)**

Ms. Allen said that during the first Board meeting, interim legal counsel Kaplan Kirsch & Rockwell was established as an interim treasurer for the EVTA. Since a bank account will be established soon that will allow EVTA to do actual financial transactions, a new treasurer needs to be designated to assist with this process.

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Director Eickholt volunteered to serve as the new treasurer. Director Bidez moved to appoint Director Eickholt as the new EVTA treasurer. Director Bartnik seconded this motion, renumbered 2023-05, which passed with a unanimous 6-0 vote.

**9. Review of RFP Responses (*Discussion/Majority Vote*)**

**9.1 Resolution No. 2023 - 09 Approving Contract for Banking Services**

Ms. Allen said EVTA received six proposals for banking services, and the recommended vendor is “First Bank.” Based on conversations she had with KKR, a couple of outstanding items need to be settled before making the final decision. She recommends having a special meeting with the Board as soon as the items are settled, and the contract is done to officially vote on this matter. Director Bidez moved to approve a resolution authorizing Ms. Allen to prepare a contract with Firstbank for banking services. Director Bartnik seconded this motion, renumbered 2023-06, which passed with a unanimous 6-0 vote.

**9.1 Resolution No. 2023 - 10 Approving Contract for Accounting Services**

Ms. Allen said EVTA received two proposals for accounting services. The recommended vendor is Community Resource Services of Colorado (“CRS”), however, the amount for their contract is significantly higher than what was budgeted. The budget amount is \$30,000.00 and the contract came in at \$58,800.00. Because the contract is not finalized, she recommends having a meeting with the Board to vote on this matter at a later date. Director Bidez moved to approve a resolution authorizing Ms. Allen to prepare a contract with CRS for accounting services. Director Bartnik seconded this motion, renumbered 2023-07, which passed with a unanimous 6-0 vote.

**10. Retreat Planning Update (*Discussion*)**

Ms. Allen said the retreat subcommittee has begun planning the retreat. The meeting will be on Wednesday, March 22, 2023 from 11:30-4:30 and will be held at the Grand View community space at the Lionshead Parking Structure.

Director McQueeney asked if there was a facilitator for this meeting. Ms. Allen said that they are currently working on

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reaching out to some recommended facilitators but there is not someone set for this meeting yet.

The Board asked to discuss how to test a fair free zone this summer at the retreat.

**11. Recommendations for Future Topics (*Discussion*)**

The Directors expressed no concern or recommendations on the Marketing and Branding RFPs.

Regarding ED and Senior Staff Recruitment, Ms. Allen said that she recommends having a subcommittee that could start working on these subjects as soon as possible to meet the transition timeline. Director Bartnik, Director Bidez, and Mr. Bill Ray nominated themselves to be part of this subcommittee.

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**EXECUTIVE SESSION**      Not Applicable.

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**NEXT MEETING**      March 8, 2022.

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**ADJOURNMENT**      At 1:40 PM, Director Davis made a motion to adjourn the meeting. Director Eickholt seconded the motion, which passed with a unanimous 6-0 vote.

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Chair or Vice Chair



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Secretary

**To: The Eagle Valley Transportation Authority Board**

**From: Tanya Allen, Interim Executive Director**

**RE: Accounting Updates**

**Date: 3/3/2023**

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The EVTA Board approved moving forward with a contract with Community Resource Service, LLC (CRS), to provide accounting and bookkeeping services to the EVTA. Two related Board Actions are being requested.

1) Approval of Resolution 2023-08, Approving a Contract for Accounting Services.

The proposed contract with CRS is attached to the resolution. The contract runs from March 1, 2023 to January 31, 2024, with provisions for renewal if warranted. Contract terms are fee for service, up to the currently budgeted amount of \$30,000.

2) Approval of 2022 Fiscal Year Audit Exemption Request

CRS has advised that the EVTA should file for an Exemption from Audit for the 2022 Fiscal Year given no financial activity took place during 2022. A copy of the Audit Exemption is attached. The Board is being asked to approve signatures on this form. The form will be circulated for actual signature via DocuSign following approval.

**RESOLUTION NO. 2023-08  
OF THE EAGLE VALLEY TRANSPORTATION AUTHORITY  
APPROVING A CONTRACT FOR ACCOUNTING SERVICES**

WHEREAS, pursuant to Title 43, Article 4, Part 6 of the Colorado Revised Statutes, as amended (the “Act”), Colorado counties, municipalities, and special districts with street improvement, safety protection, or transportation powers, are authorized to establish, by contract, regional transportation authorities, which, upon the satisfaction of the conditions set forth therein, are authorized to finance, construct, operate and maintain regional transportation systems; and

WHEREAS, **BEAVER CREEK METROPOLITAN DISTRICT**, the **TOWN OF AVON, COLORADO**; **EAGLE COUNTY, COLORADO**; the **TOWN OF EAGLE, COLORADO**; the **TOWN OF MINTURN, COLORADO**; the **TOWN OF RED CLIFF, COLORADO**; and the **TOWN OF VAIL, COLORADO** (together the “Initial Members”) have established the Eagle Valley Transportation Authority (“Authority”) a separate political subdivision and body corporate of the State of Colorado pursuant to the Act by (i) execution of the Eagle Valley Transportation Authority Intergovernmental Agreement (“IGA”) after two public hearings; and (ii) subsequent approval of the IGA by the majority of the registered electors residing within the boundaries of the Initial Members at the time of the election; and (iii) issuance of a certificate pursuant to Section 603(3) of the Act; and

WHEREAS, the Initial Members each have appointed one Director and one Alternate Director to the Board of Directors of the Authority (“Board of Directors”) as provided in the IGA; and

WHEREAS, the Board of Directors passed Resolution No. 2023-07 at the February 8, 2023, Board of Directors meeting delegating to the Executive Director the authority to prepare a contract with Community Resource Services of Colorado for accounting services; and

WHEREAS, the Executive Director prepared such contract attached hereto as Exhibit A;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Eagle County Valley Transportation Authority that the Board of Directors hereby approves the contract attached hereto as Exhibit A.

APPROVED/REJECTED this 8th day of March 2023.

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Chair

ATTEST:

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Secretary

Record of Votes

Amy Phillips	Approve/Reject/Abstain/Absent
Jeanne McQueeney	Approve/Reject/Abstain/Absent
Janet Bartnik	Approve/Reject/Abstain/Absent
Earle Bidez	Approve/Reject/Abstain/Absent
Barry Davis	Approve/Reject/Abstain/Absent
Dave Eickholt	Approve/Reject/Abstain/Absent
Bob Hill	Approve/Reject/Abstain/Absent

**EXHIBIT A**  
**COLORADO OPEN RECORDS ACT COMPLIANCE POLICY**

## ACCOUNTING SERVICES AGREEMENT

This ACCOUNTING SERVICES AGREEMENT (“Agreement”) is made and entered into as this 8th day of March, 2023, by and between COMMUNITY RESOURCE SERVICES OF COLORADO, LLC (“CRS”) and the EAGLE VALLEY TRANSPORTATION AUTHORITY (“AUTHORITY”) (each individually referred to herein as a “Party” and collectively as the “Parties”).

### R E C I T A L S

WHEREAS, Beaver Creek Metropolitan District, the Town of Avon, Colorado; Eagle County, Colorado; the Town of Eagle, Colorado; the Town of Minturn, Colorado; the Town of Red Cliff, Colorado; and the Town of Vail, Colorado (together the “Initial Members”) have established the Authority for the purpose of financing, constructing, operating, and maintaining regional transportation systems; and

WHEREAS, the Initial Members established the Authority pursuant to Title 43, Article 4, Part 6 of the Colorado Revised Statutes as amended (the “Act”), by (i) execution of the Eagle Valley Transportation Authority Intergovernmental Agreement (“IGA”); (ii) subsequent approval of the IGA by the majority of the registered electors residing within the boundaries of the Initial Members at the time of the election; and (iii) issuance of a certificate pursuant to Section 603(3) of the Act; and

WHEREAS, the Authority has determined that it is in the best interests of the Authority to retain an independent professional accounting firm to perform accounting duties as the Board may request from time to time; and

WHEREAS, the Authority distributed or caused to be distributed a “Request for Proposals - Accounting and Bookkeeping Services” dated January 4, 2023, (“RFP”); and

WHEREAS, the Board received two responses to the RFP; and

WHEREAS, following the RFP process, the Board has determined that it is in the best interests of the Authority to select CRS, a highly qualified consulting firm that provides professional accounting and specializes in assisting organizations similarly situated to the Authority; and

WHEREAS, the Board has determined that CRS is a Limited Liability Company of recognized experience and qualifications, which proposed the most reasonable fees and demonstrated an awareness of the scope of services required by the Authority; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, CRS and the Authority hereby agree as follows:

## **1. Scope of Services (“Services”)**

### **Accounting Services:**

- Track receipts of deposits and electronic debit and credit transactions, including federal and state wire deposits from grant proceeds, and monthly state collected sales tax revenue deposits through the ACH, along with intergovernmental transfers of the existing ECO Transit sales tax, once initiated.
- Perform bank account reconciliations, possibly on multiple checking accounts.
- Process and enter all claims in QuickBooks (or similar software) and develop and maintain a tracking system of all revenues and expenditures by account codes for the EVTA Board of Directors, the seven participating jurisdictions when needed and any other reports as needed, e.g. for an oversight committee, auditors, and others.
- Administer government purchasing credit card services for staff members.

### **Budgets:**

- Help the Executive Director develop the annual EVTA budget for Board review and approval.
- Prepare and update monthly budget/actual expenditure and revenue reports for Board review.

### **Tax Reporting:**

- Prepare all required tax filings for related entities and transactions.
- Prepare all 1099 and 1096 filings.
- Prepare any other federal, state or local tax filings as required.

### **Audit Preparation:**

- Participate in eventual financial audits and reviews.
- Prepare year end reports, schedules and other documents requested by the Treasurer.
- Provide audit process support as needed.
- Provide reports and data as requested for the completion of annual tax returns.

### **Accounts Payable:**

- Prepare and produce accounts payable checks bi-weekly.
- Maintain accurate bank balances and check distribution lists.
- Prepare check register listing of accounts payable for EVTA board meetings.
- Reconcile vendor statements as necessary.
- Process 1099 forms for all subcontractors.

### **Payroll:**

- Calculate and prepare payroll biweekly including periodic special pay transactions.
- Process direct deposits and paychecks.
- Maintain database of vacation, sick, professional leave and comp time accrued and used.

- Prepare detailed payroll stubs for employee(s) showing vacation, sick, professional leave and comp time balances, deferred compensation contributions and balances and retirement plan contributions and balances.
- Pay all payroll taxes and deductions.
- Prepare quarterly payroll returns (Federal and State).
- Prepare annual payroll returns and reconciliations.
- Process W-2 forms.
- Prepare monthly distributions based on payroll allocations of salaries, fringes and indirect costs.

**Miscellaneous:**

- Provide informational reports as needed including, but not limited to, vendor analysis, detailed transactions ledgers, trial balances.
- Prepare Quarterly Financial Report in form to send to state and federal revenue sources with all state and federal required information categories.
- Assist the auditors in the preparation of the State Controller's Report on computer format provided by the State.
- Submit the State Controller's Report.
- Provide information as requested to annual fiscal auditors.
- Post year-end accruals and adjusting entries for the auditor.
- Prepare cost and revenue reports as needed by the EVTA to assist in the management of Transportation projects.

**1. Period of Services and Termination.** Unless earlier terminated, the period for providing the services and deliverables under this Agreement shall commence on March 1, 2023 and shall end on January 31, 2024. Either Party shall have the right to terminate this Agreement at any time, with or without cause, by providing written notice of termination to the other Party and effective upon the date of such notice. Upon termination, CRS shall provide an invoice for all services provided as of the date of such notice, and the Authority shall pay CRS for all services provided to the date of such notice unless there is a dispute as to such services. This Agreement will renew automatically on an annual basis, beginning on February 1, 2024, unless either Party provides written notice of termination to the other Party by December 1 of the current fiscal year.

**2. Compensation.** The performance of the Services under this Agreement shall not exceed the amount annually appropriated by the Authority for such Services. CRS shall promptly notify the Authority when its compensation comes within \$10,000 of the annual appropriation, e.g., CRS shall notify the Authority when its compensation reaches \$20,000 in a fiscal year where the Authority appropriated \$30,000 for accounting services. Such notice shall detail the compensation-to-date, the remaining scope of services, and the cost to complete the outstanding work for the remainder of the fiscal year. CRS 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 the Authority. The Authority

shall compensate CRS for the performance of the Services in a sum computed and payable as set forth:

- Finance & Accounting:
  - Director and Managers \$130.00-\$210.00 hourly.
  - Assistant Accountants \$ 90.00-\$160.00 hourly.
  - Accounting Administration \$ 65.00-\$115.00 hourly.
- Additional Expenses:
  - Photocopies will be charged at the cost of \$0.15 per page for black and white; color copies will be charged at the cost of \$0.25 per page.

3. **Payment and Invoicing.** CRS shall submit invoices each month to the Authority in care of Tanya Allen at the address set forth below. Payment shall be made within 30 days following the receipt of the invoice by the Authority (“Due Date”), provided that the Authority receives such invoice before the regular monthly draw date (which date is the 15<sup>th</sup> day of each month unless CRS receives written notice from the Authority of any change to that date). Any unpaid balances after the Due Date shall accrue interest at the rate of 1.5% per month, compounded annually.

Notwithstanding anything to the contrary contained in this Agreement, the Authority shall have no obligations under this Agreement after, nor shall any payments be made to CRS in respect of any period after December 31 of any year, without an appropriation therefor by the Authority in accordance with a budget adopted by the Authority’s Board of Directors 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).

If, at any time during the term or after termination or expiration of this Agreement, the Authority reasonably determines that any payment made by the Authority to CRS 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 the Authority, Consultant shall forthwith return such payment(s) to the Authority. Upon termination or expiration of this Agreement, unexpended funds advanced by the Authority, if any, shall forthwith be returned to the Authority.

4. **CRS Personnel.** Diane Rodriguez or her designee shall be CRS’s contact with respect to this Agreement and performance of the Services. In providing such services, CRS shall make available accountants of recognized experience and qualifications to work on this matter. CRS represents and warrants that at all times in the performance of the Services, CRS Personnel shall comply with any and all applicable laws, codes, rules and regulations.

5. **Insurance.** CRS shall carry and maintain during the term of this Agreement (unless otherwise specified):
- a. Professional liability insurance with limits of at least one million dollars (\$1,000,000) per claim and in the aggregate, which coverage shall be “occurrence” based or, if claims made, shall be maintained for three (3) years following the from the completion of the work hereunder, and shall have a retroactive date no later than the date of this Agreement;
  - b. Commercial general liability insurance consistent with the most current ISO Form CG001 with minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate;
  - c. Automobile liability insurance covering all owned, non-owned and hired vehicles used in connection with the services provided pursuant to this Agreement with minimum limits of \$500,000 per accident, provided that non-owned and hired vehicle coverage shall be required only if CRS uses non-owned or hired vehicles in providing the services; and
  - d. To the extent CRS qualifies as an employer, workers' compensation insurance as required by Colorado law and Employers Liability with minimum limits of \$500,000 for each accident, \$500,000 for each employee for disease, and \$500,000 aggregate.

6. **Indemnification.** CRS shall defend, release, indemnify, save, and hold harmless the Authority, its officers, agents, and employees from and against and all claims, demands, suits, actions, liabilities, costs, expenses, causes of action, or other legal, equitable or administrative proceedings of any kind or nature whatsoever, of or by anyone whomsoever, arising out of the acts or omissions of CRS in its performance under this Agreement. This paragraph shall survive termination of this Agreement.

However, CRS makes no representations or warranties about the accuracy or correctness of any of the information or data it receives from, or on behalf of, the Authority, and is expressly relying upon the accuracy and correctness of said information or data in the performance of its obligations under this Contract.

7. **Relationship of the Parties.** CRS shall perform under this Agreement as an independent contractor and it is not intended, nor shall it be construed, that CRS or any employee or subcontractor to CRS, is an employee, partner, or joint venture of the Authority for any purpose whatsoever.
8. **Open Records.** All Records prepared by CRS in connection with the Services shall become property of the Authority. CRS shall execute written assignments to the Authority of all rights (including common law, statutory, and other rights, including copyrights) to the same as the Authority shall from time to time request. For purposes of this paragraph, Records includes any Records created by any employee or subconsultant

in connection with the performance of the Services and additional services under this Agreement.

The Parties acknowledge that the records under and related to this Agreement may be subject to the Colorado Open Records Act, Colo. Rev. Stat. §§ 24-72-201 to 206. In the event of a request to the Authority for disclosure of information identified by CRS as CRS's "Confidential Commercial and/or Financial Information," the Authority shall advise CRS of such request to give CRS the opportunity to object to the disclosure of such information. In the event of the filing of a lawsuit to compel such disclosure, the Authority shall tender all such material to the court for judicial determination of the issue of disclosure and CRS agrees to intervene in such lawsuit to protect and assert CRS's claims of confidentiality against disclosure of such material. CRS further agrees to defend, indemnify, save, and hold harmless the Authority, its officers, agents, and employees, from any claim, damages, expense, loss, or costs arising out of CRS's intervention to protect and assert CRS's claims of confidentiality against disclosure under this Section including, without limitation, prompt reimbursement to the Authority of all reasonable attorneys' fees, costs, and damages that the Authority may incur directly or may be ordered to pay by such court.

9. **No Discrimination in Employment.** In connection with CRS's performance under this Agreement, CRS agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability; and CRS further agrees to insert the foregoing provision in all subcontracts hereunder.
10. **Conflict of Interest.** The Parties agree that no official, officer or employee of the Initial Members or the Authority shall have any personal or beneficial interest whatsoever in the services or property described herein and CRS further agrees not to hire or contract for services with any official, officer or employee of the Initial Members or the Authority or with any other person which would be in violation of Sections 18-8-308 and 24-18-101 *et seq.*, Colorado Revised Statutes and the IGA.
11. **Amendments.** Any and all amendments, additions, or deletions to this Agreement shall be null and void unless approved by the Parties in writing.
12. **Time of Essence.** CRS 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 with respect to this Agreement.
13. **Authority Separate Entity from the Initial Members.** THE PARTIES ACKNOWLEDGE AND UNDERSTAND THAT THIS IS AN AGREEMENT BETWEEN CRS AND THE AUTHORITY AND THAT THE INITIAL MEMBERS ARE NOT PARTIES TO THIS AGREEMENT AND HAVE NO OBLIGATIONS OF ANY KIND HEREUNDER. THE AUTHORITY IS AN ENTITY ENTIRELY SEPARATE AND APART FROM THE INITIAL MEMBERS. NO FUNDS OR

OTHER ASSETS OR RESOURCES OF THE INITIAL MEMBERS ARE SUBJECT TO THIS AGREEMENT OR ANY OF ITS OBLIGATIONS OR PROVISIONS.

14. **Counterparts.** This Agreement may be executed in facsimile counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document.
15. **Successors and Assigns.** This Agreement shall be binding on the Authority and CRS and their respective successors and permitted assigns, provided CRS shall have no right to assign this Agreement without the express written consent of the Authority.
16. **Applicable Law and Venue.** Any and all claims, disputes or controversies related to this Agreement, or breach thereof, shall be litigated in the Eagle County District Court, 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.
17. **Enforceability.** A determination that any provision of this Agreement is unenforceable or invalid shall not affect the enforceability or validity of any other provision and any determination that the application of any provision of this Agreement to any person or circumstance is illegal or unenforceable shall not affect the enforceability or validity of such provision as it may apply to any other persons or circumstances.
18. **Entirety of Agreement.** This document supersedes all prior agreements between the Parties, written or oral, and embodies the complete agreement and understanding among the Parties, written or oral, which may have related to the subject matter hereof in any way, and shall not be amended orally, but only by the mutual agreement of the Parties hereto in writing specifically referencing this Agreement. This Agreement sets forth the only agreements pursuant to which the Authority or any of its affiliates is obligated to pay money or any other benefit to CRS.
19. **Waiver.** 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.
20. **Defined Terms.** Any capitalized terms not otherwise defined in this Agreement shall have the meaning ascribed to such terms consistent with normal business practices.
21. **No Waiver of Immunities.** Nothing in this Agreement shall be construed as a waiver of the rights and privileges of the Parties pursuant to the Colorado Governmental Immunity Act, § 24-10-101, et seq., C.R.S., as the same may be amended from time to time. No portion of this Agreement shall be deemed to have created a duty of care which did not previously exist with respect to any person not a party to this agreement.



IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date and year first written above.

**Authority:**

EAGLE VALLEY TRANSPORTATION  
AUTHORITY

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**CRS:**

COMMUNITY RESOURCE SERVICES OF  
COLORADO, LLC

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

# APPLICATION FOR EXEMPTION FROM AUDIT

## SHORT FORM

NAME OF GOVERNMENT  
ADDRESS

**EAGLE VALLEY TRANSPORTATION AUTHORITY**  
**7995 E. PRENTICE AVENUE, SUITE 103E**  
**GREENWOOD VILLAGE, CO 80111**

For the Year Ended  
12/31/22  
or fiscal year ended:

CONTACT PERSON  
PHONE  
EMAIL

**PHYLLIS BROWN**  
**303-381-4960**  
**pbrown@crsofcolorado.com**

## PART 1 - CERTIFICATION OF PREPARER

I certify that I am skilled in governmental accounting and that the information in the application is complete and accurate, to the best of my knowledge.

NAME:  
TITLE  
FIRM NAME (if applicable)  
ADDRESS  
PHONE  
DATE PREPARED

**DIANE RODRIGUEZ**  
**ACCOUNTING MANAGER**  
**COMMUNITY RESOURCE SERVICES OF COLORADO**  
**7995 E. PRENTICE AVENUE, SUITE 103E, GREENWOOD VILLAGE, CO 80111**  
**303-381-4960**

### PREPARER (SIGNATURE REQUIRED)

Please indicate whether the following financial information is recorded using Governmental or Proprietary fund types	<b>GOVERNMENTAL</b> <small>(MODIFIED ACCRUAL BASIS)</small>	<b>PROPRIETARY</b> <small>(CASH OR BUDGETARY BASIS)</small>
	<input type="checkbox"/>	<input checked="" type="checkbox"/>

## PART 2 - REVENUE

REVENUE: All revenues for all funds must be reflected in this section, including proceeds from the sale of the government's land, building, and equipment, and proceeds from debt or lease transactions. Financial information will not include fund equity information.

Line#	Description	Round to nearest Dollar	Please use this space to provide any necessary explanations
2-1	Taxes: Property (report mills levied in Question 10-6)	\$ -	
2-2	Specific ownership	\$ -	
2-3	Sales and use	\$ -	
2-4	Other (specify):	\$ -	
2-5	Licenses and permits	\$ -	
2-6	Intergovernmental: Grants	\$ -	
2-7	Conservation Trust Funds (Lottery)	\$ -	
2-8	Highway Users Tax Funds (HUTF)	\$ -	
2-9	Other (specify):	\$ -	
2-10	Charges for services	\$ -	
2-11	Fines and forfeits	\$ -	
2-12	Special assessments	\$ -	
2-13	Investment income	\$ -	
2-14	Charges for utility services	\$ -	
2-15	Debt proceeds (should agree with line 4-4, column 2)	\$ -	
2-16	Lease proceeds	\$ -	
2-17	Developer Advances received (should agree with line 4-4)	\$ -	
2-18	Proceeds from sale of capital assets	\$ -	
2-19	Fire and police pension	\$ -	
2-20	Donations	\$ -	
2-21	Other (specify):	\$ -	
2-22		\$ -	
2-23		\$ -	
2-24	(add lines 2-1 through 2-23) <b>TOTAL REVENUE</b>	\$ -	

## PART 3 - EXPENDITURES/EXPENSES

EXPENDITURES: All expenditures for all funds must be reflected in this section, including the purchase of capital assets and principal and interest payments on long-term debt. Financial information will not include fund equity information.

Line#	Description	Round to nearest Dollar	Please use this space to provide any necessary explanations
3-1	Administrative	\$ -	
3-2	Salaries	\$ -	
3-3	Payroll taxes	\$ -	
3-4	Contract services	\$ -	
3-5	Employee benefits	\$ -	
3-6	Insurance	\$ -	
3-7	Accounting and legal fees	\$ -	
3-8	Repair and maintenance	\$ -	
3-9	Supplies	\$ -	
3-10	Utilities and telephone	\$ -	
3-11	Fire/Police	\$ -	
3-12	Streets and highways	\$ -	
3-13	Public health	\$ -	
3-14	Capital outlay	\$ -	
3-15	Utility operations	\$ -	
3-16	Culture and recreation	\$ -	
3-17	Debt service principal (should agree with Part 4)	\$ -	
3-18	Debt service interest	\$ -	
3-19	Repayment of Developer Advance Principal (should agree with line 4-4)	\$ -	
3-20	Repayment of Developer Advance Interest	\$ -	
3-21	Contribution to pension plan (should agree to line 7-2)	\$ -	
3-22	Contribution to Fire & Police Pension Assoc. (should agree to line 7-2)	\$ -	
3-23	Other (specify):	\$ -	
3-24		\$ -	
3-25		\$ -	
3-26	(add lines 3-1 through 3-24) <b>TOTAL EXPENDITURES/EXPENSES</b>	\$ -	

If TOTAL REVENUE (Line 2-24) or TOTAL EXPENDITURES (Line 3-26) are GREATER than \$100,000 - **STOP**. You may not use this form. Please use the "Application for Exemption from Audit - LONG FORM".

## PART 4 - DEBT OUTSTANDING, ISSUED, AND RETIRED

Please answer the following questions by marking the appropriate boxes.

	Yes	No		
4-1 Does the entity have outstanding debt? If Yes, please attach a copy of the entity's Debt Repayment Schedule.	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
4-2 Is the debt repayment schedule attached? If no, MUST explain: <div style="border: 1px solid black; height: 20px; width: 100%; margin-top: 5px;"></div>	<input type="checkbox"/>	<input type="checkbox"/>		
4-3 Is the entity current in its debt service payments? If no, MUST explain: <div style="border: 1px solid black; height: 20px; width: 100%; margin-top: 5px;"></div>	<input type="checkbox"/>	<input type="checkbox"/>		
4-4 Please complete the following debt schedule, if applicable: (please only include principal amounts)(enter all amount as positive numbers)				
General obligation bonds	\$ -	\$ -	\$ -	\$ -
Revenue bonds	\$ -	\$ -	\$ -	\$ -
Notes/Loans	\$ -	\$ -	\$ -	\$ -
Lease Liabilities	\$ -	\$ -	\$ -	\$ -
Developer Advances	\$ -	\$ -	\$ -	\$ -
Other (specify):	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

\*must tie to prior year ending balance

Please answer the following questions by marking the appropriate boxes.

	Yes	No
4-5 Does the entity have any authorized, but unissued, debt? If yes: How much?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Date the debt was authorized:	<div style="border: 1px solid black; padding: 2px;">11/8/2022</div>	
4-6 Does the entity intend to issue debt within the next calendar year? If yes: How much?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
What is the amount outstanding?	<div style="border: 1px solid black; padding: 2px;">\$ -</div>	
4-7 Does the entity have debt that has been refinanced that it is still responsible for? If yes: What is the amount outstanding?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
What is the amount outstanding?	<div style="border: 1px solid black; padding: 2px;">\$ -</div>	
4-8 Does the entity have any lease agreements? If yes: What is being leased?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
What is the original date of the lease?	<div style="border: 1px solid black; height: 15px; width: 100%;"></div>	
Number of years of lease?	<div style="border: 1px solid black; height: 15px; width: 100%;"></div>	
Is the lease subject to annual appropriation?	<input type="checkbox"/>	<input type="checkbox"/>
What are the annual lease payments?	<div style="border: 1px solid black; padding: 2px;">\$ -</div>	

Please use this space to provide any explanations or comments:

## PART 5 - CASH AND INVESTMENTS

Please provide the entity's cash deposit and investment balances.

	Amount	Total
5-1 YEAR-END Total of ALL Checking and Savings Accounts	\$ -	
5-2 Certificates of deposit	\$ -	
<b>Total Cash Deposits</b>		\$ -
Investments (if investment is a mutual fund, please list underlying investments):		
	\$ -	
	\$ -	
	\$ -	
	\$ -	
5-3 <b>Total Investments</b>		\$ -
<b>Total Cash and Investments</b>		\$ -

Please answer the following questions by marking in the appropriate boxes

	Yes	No	N/A
5-4 Are the entity's Investments legal in accordance with Section 24-75-601, et. seq., C.R.S.?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5-5 Are the entity's deposits in an eligible (Public Deposit Protection Act) public depository (Section 11-10.5-101, et seq. C.R.S.)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

If no, MUST use this space to provide any explanations:

## PART 6 - CAPITAL AND RIGHT-TO-USE ASSETS

Please answer the following questions by marking in the appropriate boxes.

Yes                      No

- 6-1 Does the entity have capital assets?  Yes       No
- 6-2 Has the entity performed an annual inventory of capital assets in accordance with Section 29-1-506, C.R.S.,? If no, MUST explain:  Yes       No

Complete the following capital & right-to-use assets table:	Balance - beginning of the year*	Additions (Must be included in Part 3)	Deletions	Year-End Balance
Land	\$ -	\$ -	\$ -	\$ -
Buildings	\$ -	\$ -	\$ -	\$ -
Machinery and equipment	\$ -	\$ -	\$ -	\$ -
Furniture and fixtures	\$ -	\$ -	\$ -	\$ -
Infrastructure	\$ -	\$ -	\$ -	\$ -
Construction In Progress (CIP)	\$ -	\$ -	\$ -	\$ -
Leased Right-to-Use Assets	\$ -	\$ -	\$ -	\$ -
Other (explain):	\$ -	\$ -	\$ -	\$ -
Accumulated Depreciation/Amortization (Please enter a negative, or credit, balance)	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

Please use this space to provide any explanations or comments:

## PART 7 - PENSION INFORMATION

Please answer the following questions by marking in the appropriate boxes.

Yes                      No

- 7-1 Does the entity have an "old hire" firefighters' pension plan?  Yes       No
- 7-2 Does the entity have a volunteer firefighters' pension plan?  Yes       No

If yes: Who administers the plan?

Indicate the contributions from:

Tax (property, SO, sales, etc.):	\$ -
State contribution amount:	\$ -
Other (gifts, donations, etc.):	\$ -
<b>TOTAL</b>	<b>\$ -</b>

What is the monthly benefit paid for 20 years of service per retiree as of Jan 1?  \$ -

Please use this space to provide any explanations or comments:

## PART 8 - BUDGET INFORMATION

Please answer the following questions by marking in the appropriate boxes.

Yes                      No                      N/A

- 8-1 Did the entity file a budget with the Department of Local Affairs for the current year in accordance with Section 29-1-113 C.R.S.?  Yes       No       N/A

Authority formed 12/9/22 with no activity in 2022

- 8-2 Did the entity pass an appropriations resolution, in accordance with Section 29-1-108 C.R.S.? If no, MUST explain:  Yes       No       N/A

If yes: Please indicate the amount budgeted for each fund for the year reported:

Governmental/Proprietary Fund Name	Total Appropriations By Fund

## PART 9 - TAXPAYER'S BILL OF RIGHTS (TABOR)

Please answer the following question by marking in the appropriate box

Yes

No

**9-1** Is the entity in compliance with all the provisions of TABOR [State Constitution, Article X, Section 20(5)]?



Note: An election to exempt the government from the spending limitations of TABOR does not exempt the government from the 3 percent emergency reserve requirement. All governments should determine if they meet this requirement of TABOR.

If no, **MUST** explain:

## PART 10 - GENERAL INFORMATION

Please answer the following questions by marking in the appropriate boxes.

Yes

No

**10-1** Is this application for a newly formed governmental entity?



**10-1**

If yes: **Date of formation:**

12/9/2022

**10-2** Has the entity changed its name in the past or current year?



If yes: **Please list the NEW name & PRIOR name:**

**10-3** Is the entity a metropolitan district?



**Please indicate what services the entity provides:**

**10-4** Does the entity have an agreement with another government to provide services?



If yes: **List the name of the other governmental entity and the services provided:**

Beaver Creek Metro District; Town of Avon, Eagle County, Town of Eagle, Town of Minturn, Town of Red Cliff and Town of Vail; to enhance regional transportation services for Eagle County



**10-5** Has the district filed a *Title 32, Article 1 Special District Notice of Inactive Status* during

If yes: **Date Filed:**

**10-6** Does the entity have a certified Mill Levy?



If yes:

**Please provide the following mills levied for the year reported (do not report \$ amounts):**

Bond Redemption mills

	-
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General/Other mills

	-
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Total mills

	-
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Please use this space to provide any explanations or comments:

## PART 11 - GOVERNING BODY APPROVAL

Please answer the following question by marking in the appropriate box		YES	NO
12-1	If you plan to submit this form electronically, have you read the new Electronic Signature Policy?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

### Office of the State Auditor — Local Government Division - Exemption Form Electronic Signatures Policy and Procedure

#### Policy - Requirements

The Office of the State Auditor Local Government Audit Division may accept an electronic submission of an application for exemption from audit that includes governing board signatures obtained through a program such as DocuSign or Echosign. Required elements and safeguards are as follows:

- The preparer of the application is responsible for obtaining board signatures that comply with the requirement in Section 29-1-604 (3), C.R.S., that states the application shall be personally reviewed, approved, and signed by a majority of the members of the governing body.
- The application must be accompanied by the signature history document created by the electronic signature software. The signature history document must show when the document was created and when the document was emailed to the various parties, and include the dates the individual board members signed the document. The signature history must also show the individuals' email addresses and IP address.
- Office of the State Auditor staff will not coordinate obtaining signatures.

**The application for exemption from audit form created by our office includes a section for governing body approval. Local governing boards note their approval and submit the application through one of the following three methods:**

- 1) Submit the application in hard copy via the US Mail including original signatures.
- 2) Submit the application electronically via email and either,
  - a. Include a copy of an adopted resolution that documents formal approval by the Board, **or**
  - b. Include electronic signatures obtained through a software program such as DocuSign or Echosign in accordance with the requirements noted above.

Print the names of ALL members of current governing body below. Print Board Member's Name		A <u>MAJORITY</u> of the members of the governing body must complete and sign in the column below.
Board Member 1	Dave Eickholt	I Dave Eickholt, attest I am a duly elected or appointed board member, and that I have personally reviewed and approve this application for exemption from audit. Signed _____ Date: _____ My term Expires:indefinite
Board Member 2	Jeanne McQueeney	I Jeanne McQueeney, attest I am a duly elected or appointed board member, and that I have personally reviewed and approve this application for exemption from audit. Signed _____ Date: _____ My term Expires:indefinite
Board Member 3	Amy Phillips	I Amy Phillips, attest I am a duly elected or appointed board member, and that I have personally reviewed and approve this application for exemption from audit. Signed _____ Date: _____ My term Expires:indefinite
Board Member 4	Janet Bartnik	I Janet Bartnik, attest I am a duly elected or appointed board member, and that I have personally reviewed and approve this application for exemption from audit. Signed _____ Date: _____ My term Expires:indefinite
Board Member 5	Earle Bidez	I Earle Bidez, attest I am a duly elected or appointed board member, and that I have personally reviewed and approve this application for exemption from audit. Signed _____ Date: _____ My term Expires:indefinite
Board Member 6	Bob Hill	I Bob Hill, attest I am a duly elected or appointed board member, and that I have personally reviewed and approve this application for exemption from audit. Signed _____ Date: _____ My term Expires:indefinite
Board Member 7	Barry Davis	I Barry Davis, attest I am a duly elected or appointed board member, and that I have personally reviewed and approve this application for exemption from audit. Signed _____ Date: _____ My term Expires:indefinite

**To: The Eagle Valley Transportation Authority Board**

**From: Tanya Allen, Interim Executive Director**

**RE: Legal RFP Update**

**Date: 3/3/2023**

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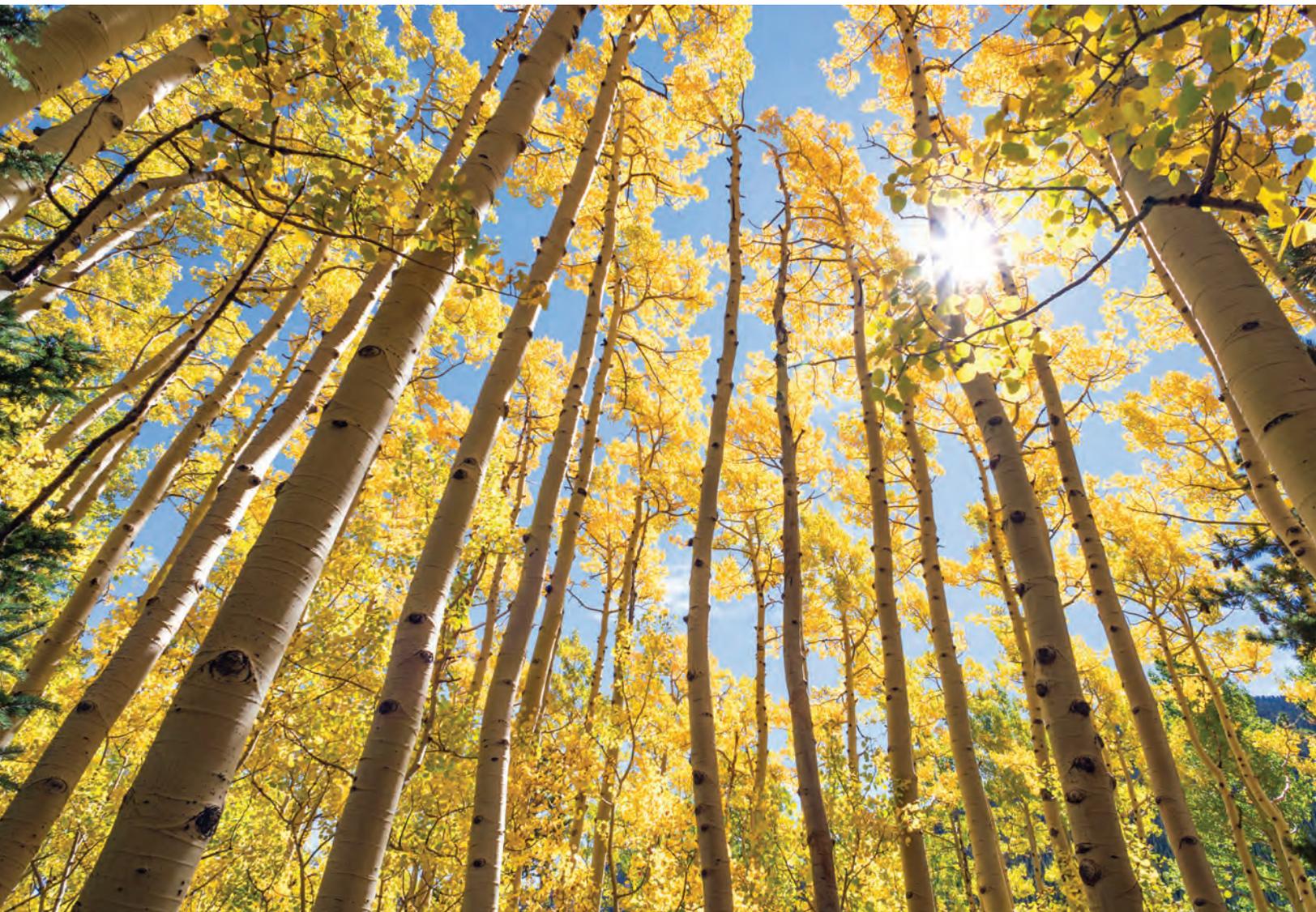
The Legal RFP review panel reviewed 8 responses and moved forward with interviews for 4 finalists. The panel is now recommending the Board move forward with the firm of Collins, Cole, Flynn, Winn, and Ulmer (CCFWU) as general legal counsel. A copy of their proposal is attached for your review.

We are seeking Board authorization to move forward with this selection. This authorization can come by verbal motion.

# Proposal for Eagle Valley Transportation Authority

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General Counsel Legal Services



January 31, 2023

Board of Directors  
c/o Tanya Allen, Interim Executive  
Eagle Valley Transportation Authority

**VIA EMAIL**

**Re: Proposal for Legal Services**

Dear Board Members:

We are pleased to submit this proposal to provide legal services to the Eagle Valley Transportation Authority (EVTA). Enclosed you will find information about the people and practices that make up Collins Cole Flynn Winn & Ulmer, PLLC (CCFWU).

CCFWU is one of the premier local government law firms in Colorado. Our law firm exclusively provides general and special counsel representation to Colorado's special districts, local governments, municipalities, intergovernmental authorities, and a variety of other forms of local government. We believe that attorneys representing local governments should have the same priority as their clients: the well-being of the community. We strive to help our clients both solve their existing legal problems and prevent future ones, working proactively to provide experienced, pragmatic legal representation in a cost-effective manner.

We have substantial experience in assisting Colorado local governments with statutory compliance, preparation and adoption of Board bylaws and policies such as open records and investment policies, contract drafting and negotiation, labor and employment matters, and public financing.

If selected, your primary contacts at CCFWU would consist of partners Kathryn Winn and Allison Ulmer. Our team of six attorneys and two paralegals are well equipped with the professional and technical knowledge to handle any EVTA matter as efficiently as possible. Our experience gives us a depth that few local government law firms have, and no single attorney can equal. If any one of our attorneys or paralegals has not previously encountered an issue that arises, odds are that another attorney in our firm has.

We currently represent a number of special districts in the Valley, as well as the Town of Gypsum, but are not aware of any existing conflict of interest that would impact our representation of EVTA. If we become aware of any potential conflict, we would immediately disclose the conflict.

In addition to the information provided in this proposal, we invite you to explore our website at [www.cogovlaw.com](http://www.cogovlaw.com), which provides greater detail on our experience, services, and the team that makes up CCFWU.

We would like to thank you for your consideration of our proposal, and we look forward to the opportunity to serve you.

Sincerely,



Kathryn Winn



Allison Ulmer

# Why Collins Cole Flynn Winn & Ulmer



## Responsiveness

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We have the capacity and time to provide the services requested. We only take on new clients when we are certain that our staffing and workload will allow us to provide high-quality, responsive legal services at a reasonable cost to both the prospective client and our existing clients.



## Leaders in Colorado Local Government Law

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We think we live in the best state in America. We strive to make Colorado a place we all want to live, work, and play. We are active with the Special District Association (SDA) and State Legislature, lecture frequently on areas of specific interest to Colorado local governments, have lectured at the Colorado Municipal League Annual Conference, and annually prepare the Special District Board Member Manual and present the SDA Board Member Workshops.



## Economy & Value for Money

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We represent local governments in Colorado, of all sizes and types. Our goal is to provide economical and efficient legal services tailored to fit your needs. We can attend every EVTA Board meeting, file all statutory compliance filings, respond to CORA requests and run your elections – but only if you need us to. If you only need us to answer one or two questions a year, we're here for that as well. Regardless of our level of interaction, each client receives the same level of quality legal services.



## Competence, Focus and Experience

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Representing local governments is what we do. The nature and extent of specializing in Colorado local government law allows us to assist our clients on a daily basis with the issues they face. Our attorneys have pretty much seen it all, and have decades of experience in all areas of law affecting local government, enabling us to manage effectively and efficiently all of the legal affairs of the special districts, local government entities we represent. We emphasize a transactional practice focused on avoiding litigation.

All of our paralegals, attorneys and administrative staff are available to assist with EVTA's legal needs when their expertise and experience would be helpful. Our firm utilizes the most current high-tech assets and support needed to serve the all of our clients.



## Intergovernmental Relationships

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We serve as general and special counsel to many local municipalities, park and recreation, metropolitan, water, sanitation, and fire districts, authorities and have drafted hundreds of intergovernmental agreements, MOUs and Resolutions.



## Straightforward Billing

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Our billing structure is comprehensive and straightforward. We believe you should pay for only the work you need. We do not bill for extraneous items, such as copies, secretarial time, mileage, postage, or phone costs.

# Allison Ulmer - Partner

Allison Ulmer provides general counsel representation for special districts, municipalities, and local government authorities. She has a broad background in local government law with particular experience in real estate, contracts, employment, open records, and construction law.

Allison is the Executive Vice President of the Special District Association of Colorado (SDA). She is heavily involved with the SDA's efforts to provide educational and training opportunities for its members and to develop legislation that is beneficial to special districts.

Prior to entering the special district world, Allison represented developers, individuals, and land trusts on matters of real estate, land use, public finance and conservation law at a downtown Denver law firm, and she was also in-house counsel for a nonprofit organization in Washington, D.C., where she managed the leasing of field offices nationwide.



Allison is a regular presenter at the SDA Board Member Workshops, and she is also a speaker at the annual SDA Conference. A partial list of presentations she has given and articles she has written is as follows:

- Managing the Minefield: How Employers Can Navigate New Paid Sick Leave and Pay Equity Requirements (SDA Annual Conference, 2021).
- Meetings, Minutes and Everything in Between (SDA Virtual Annual Conference, 2020).
- Layman's Roadmap to Real Estate Transactions: From Contract to Closing (SDA Annual Conference, 2019).
- Dress and Personal Appearance Policies: The Do's and Don'ts (SDA Newsletter, May 2019).
- Attention All Units: Standby for a Social Media Emergency (Emergency Services Public Information Officers Annual Conference, 2016).
- Build First, Call Your Lawyer Later: How Not to Do a Construction Project (SDA Annual Conference, 2013).
- Construction Contracting and Integrated Project Delivery (SDA Annual Conference, 2012).
- Health Service Districts: How They Differ from Private Providers and from other Special Districts (SDA Annual Conference, 2012).

## EDUCATION

Allison received a Bachelor of Arts with honors in Government from Smith College in Northampton, Massachusetts in 2001 and a Juris Doctor from the University of Denver Sturm College of Law in 2006.

## PERSONAL INTERESTS

Outside of work, Allison is a hockey and choir mom — a rare breed. Her two kids play hockey and her son also sings with the Colorado Children's Chorale. Allison's husband, Keith, is a physics professor at the University of Colorado; they met playing Ultimate Frisbee in college and the rest is history. Allison is an experienced cyclist. She rode her bike across the United States when she was in high school but now most of her miles are logged on a Peloton.

# Kathryn Winn - Partner

Kathryn Winn has represented all types of local governments since 2008, with a focus on general counsel representation of special districts, municipalities, authorities, and library districts.

Kathryn speaks regularly at the SDA Annual Conference and Spring Workshops on topics such as open records, open meetings, boardmanship, the Special District Act, and HIPAA; in addition, she annually updates the SDA Board Member Manual.

Kathryn managed the open space grant program for Great Outdoors Colorado (GOCO), handling complex conservation easement transactions. She believes that the best part of her work is the relationships she forms with clients all over Colorado.



## EDUCATION

Kathryn received her law degree from the University of Denver and her bachelor's degree in English from Mary Washington College in Virginia.

## PERSONAL INTERESTS

Kathryn currently lives in Golden with her daughter and husband, a retired professional cyclist from Australia. Kathryn enjoys fine coffee, ice cream and wine, and is fluent in both American and Australian English, but still refuses to touch Vegemite. Her activities outside of the office include cycling, cross-country skiing, hiking, animal rescue, photography, and teaching tricks to her cats and dog.

## Representative Clients Worked with in the Past Five Years

Arrowhead Metropolitan District  
Berry Creek Metropolitan District  
Centennial Urban Redevelopment Authority  
Cherry Creek Basin Water Quality Authority  
Clear Creek Fire Authority  
Colorado Electric Transmission Authority  
Crestview Water and Sanitation District  
Eagle County Health Service District  
Eagle River Fire Protection District  
Eagle River Water and Sanitation District  
Eagle-Vail Metropolitan District  
Edwards Metropolitan District  
Elizabeth Park and Recreation District  
El Paso - Teller E-911 Authority  
Gilpin Ambulance Authority  
Highlands Ranch Metropolitan District  
Jefferson County Communications Center Authority  
Park County Emergency Services Council  
Park County Emergency Telephone Service  
Roaring Fork Fire Rescue Authority  
South Metro Fire Rescue Fire Protection District  
South Park Ambulance District  
South Suburban Park and Recreation District  
St. Vrain Water Authority  
Summit County Fire Authority  
Town of Gypsum  
Two Rivers Metropolitan District  
United Fire Dispatch Authority  
Upper Eagle Regional Water Authority  
Ute Pass Regional Health Service District  
Vail Park and Recreation District

## Client References

**Mike Ortiz**, Executive Director  
Vail Park and Recreation District  
(970) 479-2461  
[moritz@vailrec.com](mailto:moritz@vailrec.com)

**Kathleen Staks**, Board President  
Colorado Electric Transmission Authority  
(720) 989-9745  
[Kathleen.Staks@gmail.com](mailto:Kathleen.Staks@gmail.com)

**Brandon Daruna**, CEO  
Eagle County Health Service District  
(970) 926-5270, ext. 4220  
[bdaruna@ecparamedics.com](mailto:bdaruna@ecparamedics.com)

**Jeff Streeter**, Executive Director  
Jefferson County Communications Center Authority  
(303) 539-9419  
[jeff.streeter@jeffcom911.org](mailto:jeff.streeter@jeffcom911.org)

# WRITING SAMPLE

## MEMORANDUM

TO: [Name], [Title]

**[Special District]**

FROM: Allison Ulmer and Kathryn Winn

RE: **Proselytizing on [Special District] Property**

A member of the public has been attempting to convert people to her religious point-of-view while walking the halls of the [Recreation Center]. She has been approaching users of the facility, unsolicited, and the [Special District] has received complaints about her behavior. This individual has also been parking her van outside of the [City Park], which is next to the [Recreation Center], and blasting religious music while proselytizing the users of the [City Park]. You have asked if the [Special District] can restrict proselytizing at the [Recreation Center].

This issue implicates the First Amendment to the United States Constitution, which prohibits Congress from abridging freedom of speech. The First Amendment applies to State governments and, by extension, local governments by virtue of the Fourteenth Amendment.

The government's ability to regulate speech on its property depends on the type of government property at issue and the nature of the regulation applied to such speech. In other words, there are different rules for different types of locations. The U.S. Supreme Court has identified three types of government property: public forums, limited public forums, and nonpublic forums. *Perry Educ. Ass'n v. Perry Local Educators' Ass'n*, 460 U.S. 37 (1983).

Public forums are those locations that have traditionally been open for speech, assembly and debate, such as sidewalks and parks. A limited public forum is created when the government voluntarily opens a location to speech, either temporarily or permanently. For example, when public facilities are made available for use by social, civic, or recreation groups, such facilities are turned into a limited public forum. *Widmar v. Vincent*, 454 U.S. 263 (1981). "Although a [government] is not required to indefinitely retain the open character of the facility, as long as it does so, it is bound by the same standards as apply in a traditional public forum." *Perry*, 460 U.S. at 46.

The government may regulate speech in public forums and limited public forums with reasonable time, place, and manner regulations that are content neutral (meaning they do not regulate one viewpoint or a certain subject-matter); are narrowly tailored to serve an important government interest (i.e., minimizing disruption on public property); and leave open alternative channels of communication of the information.

Nonpublic forums are not open to speech. The “First Amendment does not guarantee access to property simply because it is owned or controlled by the government.” *U.S. Postal Serv. v. Council of Greenburgh Civic Ass’n*, 453 U.S. 114, 129 (1981). The government may reserve the facility “for its intended purposes, communicative or otherwise, as long as the regulation on speech is reasonable and not an effort to suppress expression merely because public officials oppose the speaker’s view.” *Id.* at 131. Like a private property owner, the government “has power to preserve the property under its control for the use to which it is lawfully dedicated.” *Id.* at 129-130. By way of example, the U.S. Supreme Court has held that the following types of property are nonpublic forums: the areas outside prisons and jails<sup>1</sup>; military bases<sup>2</sup>; city-owned utility poles<sup>3</sup>; and airport terminals.<sup>4</sup>

The government can prohibit or restrict speech in nonpublic forums, provided that the regulations are reasonably related to a legitimate government purpose and viewpoint neutral.

We believe the [Recreation Center] is a nonpublic forum, because recreation centers have not traditionally been made available for speech; the [Special District] has not voluntarily opened the [Recreation Center] to speech; and speech is generally incompatible with the usual functioning of the facility. Therefore, the [Special District] can impose **viewpoint neutral** prohibitions or restrictions on speech within the [Recreation Center] that are reasonably **related to a legitimate [Special District] purpose**. We can assist you in drafting these regulations.

We will not opine on the classification of the [City Park] as a public forum, limited public forum, or nonpublic forum, because the [City Park] is operated by the [City] and, thus, the [Special District] cannot regulate it. However, we want to emphasize that, because the [City Park] is different in nature than the [Recreation Center], the regulation of speech at the [City Park] might be subject to a different standard.

Please let us know if you have any questions.

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<sup>1</sup> *Adderly v. Florida*, 385 U.S. 39 (1966).

<sup>2</sup> *Greer v. Spock*, 424 U.S. 828 (1976).

<sup>3</sup> *Members of the City Council of the City of Los Angeles v. Taxpayers for Vincent*, 466 U.S. 789 (1984).

<sup>4</sup> *Int’l Society for Krishna Consciousness, Inc. v. Lee*, 505 U.S. 672 (1992).

## Hourly Rates

We are committed to keeping legal expenses as low as possible and we only charge for costs that are standard and customary. The hourly rates listed below are uniform for all legal services and the fees also encompass ordinary costs for providing such legal services.

Partner	\$400- \$475
Of Counsel	\$315
Associate	\$235 - \$300
Paralegal	\$235 - \$250

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**PRODUCER:** RT Specialty - Chicago ProExec      **POLICY NUMBER:** LPPL2310000606-02  
**CARRIER:** Ascot Insurance Company      **POLICY TYPE:** Renewal

**Item 1.      NAMED INSURED**      Collins Cole Flynn Winn & Ulmer, PLLC

**Item 2.      ADDRESS**      165 South Union Boulevard  
Suite 785  
Lakewood, CO 80228

**Item 3.      POLICY PERIOD**  
**FROM:** 1/1/2023      **TO:** 1/1/2024  
12:01 A.M. Standard Time at the address of the **Named Insured** as Stated herein.

**Item 4.      LIMITS OF LIABILITY (Inclusive of Claim Expenses)**  
**Per Claim Limit**      \$2,500,000  
**Aggregate Limit**      \$2,500,000

**Item 5.      RETENTION**  
**Per Claim Retention**      \$25,000  
**Aggregate Retention**      N/A

**Item 6.      POLICY PREMIUM**      \$15,850

**Item 7.      LEGAL SERVICES**      Per Policy Form

**Item 8.      RETROACTIVE DATE**      1/1/2022

**Item 9.      ENDORSEMENTS**  
Admitted Primary Policy Form (Legalis Vexillum)      SRA 590 06 20  
Colorado State Amendatory      SRA 605 06 20  
Additional Exclusions (Terrorism-Nuclear-EPL-Pollution -Mold)      SRA 504 06 20  
Pre-Approved Defense Counsel      SRA 509 06 20  
Notary Services with Carveback      SRA 574 06 20



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/26/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> CCIG 155 Inverness Drive West Englewood CO 80112  License#: 45339 COLLINS-01	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 303-799-0110		FAX (A/C, No): 303-799-0156
	<b>E-MAIL ADDRESS:</b> steve.hostetler@thinkccig.com		
		<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
		<b>INSURER A :</b> Ascot Insurance Company	23752
		<b>INSURER B :</b>	
		<b>INSURER C :</b>	
		<b>INSURER D :</b>	
		<b>INSURER E :</b>	
		<b>INSURER F :</b>	

**COVERAGES**

CERTIFICATE NUMBER: 1248331169

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Lawyers Professional Liability			LPPL231000060602	1/1/2023	1/1/2024	Limit Each Claim \$2,500,000 Aggregate Limit \$2,500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Excess Liability: StarStone Specialty Insurance - NAIC #44776 Policy #L70236220APL

Excess Limits: \$2,500,000 each claim, \$2,500,000 aggregate, in excess of Ascot \$2,500,000 each claim and \$2,500,000 aggregate.

Retro date 1/1/2022. No deductible

**CERTIFICATE HOLDER****CANCELLATION**

Proof of Coverage

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**TO:** EVTA Board of Directors  
Tanya Allen, interim executive director

**FROM:** Bill Ray, WR Communications Inc.

**RE:** Updates on communications and assigned tasks

**DATE:** March 2, 2023

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WR Communications would like to share the following updates on tasks undertaken over the past month on behalf of the EVTA. Please include these updates in the packet for March 8, 2023, EVTA board meeting. Thank you.

#### **Communications**

- Finalized the Learn More and FAQ documents and have posted those on the EVTA web site for the public. EVTA web site now has an “About EVTA” tab that includes these two sections.
- Quick Facts one-pager has been created for the board, staff and members of the public.
  - The PDF is available online and is included with this update:  
<https://eaglevalleyrta.org/quick-facts-pdf>
- March EVTA community update is drafted and will be ready for public distribution by March 6.

#### **Retreat Planning**

- Assisted Tanya with interviews and reviewing proposals from four facilitator candidates.
  - Greg Bellomo of Government Performance Solutions was recommended to be the facilitator for March 22 retreat.
- Working with board members Jeannie McQueeney and Earle Bidez, Tanya and Greg to prepare for retreat.

#### **Senior Management Staffing**

- Assisting board members Janet Bartnik and Earle Bidez on job descriptions for executive director/CEO and other senior management positions from other Colorado RTAs.
- Researching pay scales, recruiters and other information for senior management hiring.

## Eagle Valley Transportation Authority Quick Facts:

The Eagle Valley Transportation Authority (EVTA) was approved in November 2022 by voters in unincorporated Eagle County, the towns of Avon, Eagle, Minturn, Red Cliff and Vail, and Beaver Creek Metro District.

- Creation of the EVTA also authorized a half-penny sales tax specifically to fund operations of future services.
- Voters in the town of Gypsum did not approve the EVTA, so the new tax will not be collected in that jurisdiction. Gypsum may consider membership in the EVTA at a later time.
- EVTA's goal is to enhance regional collaboration and cost-sharing, improve transportation and transit systems, and better address the needs of the region's workforce, employers, residents and visitors.

### **EVTA Services:**

EVTA will support regional transit services, primarily services that connect one or more of the member jurisdictions.

- ECO Transit, as the county's current regional transportation provider, will form the backbone of the EVTA service. For the immediate future, ECO Transit services and routes will be maintained using existing funding from a previous voter-approved half-penny sales tax that is collected County-wide.
  - ECO Transit services will not be impacted to communities—including Gypsum, Leadville and Lake County—that are not currently EVTA member jurisdictions.
- EVTA and ECO Transit will begin the process of transferring existing ECO Transit its operations, equipment and funding into the new authority over the next year.
- New funding generated by the EVTA's sales tax will be earmarked for the enhancements highlighted in the proposal approved by voters. This will include:
  - Fare-free transit service to reduce traffic congestion and parking demands from Edwards to Vail, including Avon, Beaver Creek, Minturn and Eagle-Vail.
  - New limited-stop express service at peak workforce commute hours.
  - Year-round, lower cost flights at Eagle County Airport to help provide more options for local residents and to support the valley's economy.
- Longer term enhancements for the EVTA will include:
  - Zero-emissions conversion of ECO Transit's Highway 6 bus service to help meet the region's shared climate goals.
  - Improved transit facilities, including affordable workforce housing for transit employees.
  - Regionwide, long-term planning to address transportation needs 20 to 30 years in the future.
- Local services such as local bus services in Avon, Beaver Creek and Vail will continue to be operated by those communities and will not immediately become part of the EVTA.
  - Local transit providers will benefit from membership in the EVTA by sharing technical expertise, project management and maintenance resources; coordinating technology and equipment purchases; accessing state and federal grant funding; and leveraging regional route realignments to reduce redundancy and free up local funding for other purposes.

**EVTA Governance:**

Each EVTA community appoints a member and alternate to the board. The board members must be elected officials to serve on the board.

- Board meets on the second Wednesday of each month, and the meetings are open to the public.
  - EVTA follows all of Colorado’s open-meetings and open-records laws, providing accountability and transparency to the public.
  - Eagle County represents unincorporated communities such as Edwards, Eagle-Vail, Cordillera and Lake Creek Village on the EVTA board.
  - Meeting dates, agendas, minutes and other public materials are available online.

**Next Steps:**

Over the next six months, EVTA board will create a strategic plan that prioritizes service enhancements, establishes implementation timelines and allocates available funding.

- Board will address how to transition ECO Transit into the new authority, how other communities can join the EVTA in the future, and other long-term priorities.

**Service Area:**

Eagle Valley Transportation Authority will primarily provide service using ECO Transit’s existing routes across the valley and to Lake County.

- EVTA does not include the Roaring Fork Valley portion of Eagle County where RFTA provides service.

**EVTA Board Members**

**Board Chair:**

**Amy Phillips**

Mayor, Town of Avon

**Board Vice-Chair:**

**Jeanne McQueeney**

Board of County Commissioners, Eagle County

**RTA Board Members:**

**Janet Bartnik**

Council Member, Town of Eagle

**Earle Bidez**

Mayor, Town of Minturn

**Barry Davis**

Council Member, Town of Vail

**Dave Eickholt**

Board of Directors, Beaver Creek Metropolitan District

**Bob Hill**

Trustee, Town of Red Cliff

**Alternate Board Members:**

**Russell Andrade**  
Town of Avon

**George Brodin**  
Town of Minturn

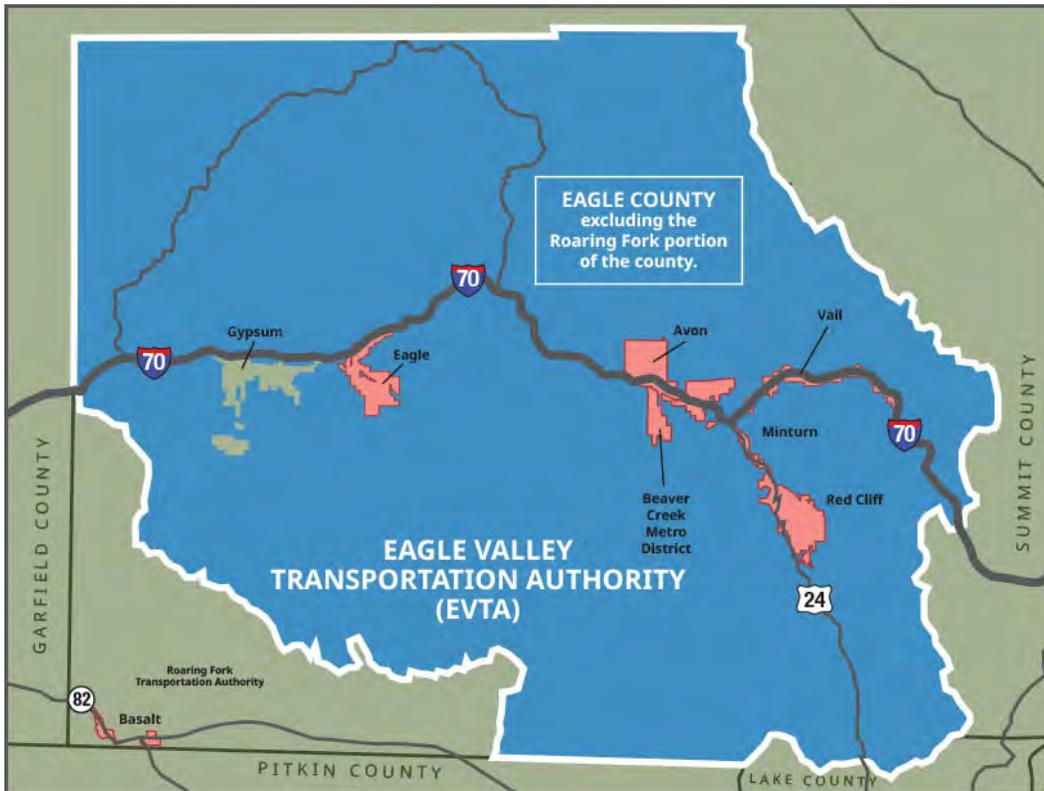
**Kathy Chandler-Henry**  
Eagle County

**Cassie Macumber**  
Town of Red Cliff

**Pete Seibert**  
Town of Vail

**Ray Shei**  
Beaver Creek Metropolitan District

**Nick Sunday**  
Town of Eagle



## DRAFT – March EVTA Update

We know the community is getting curious about when more information on the future of the Eagle Valley Transportation Authority and its expanded services will be announced. To help the community stay up to date on the EVTA, we are launching a monthly update on what happened at recent board meetings, the projects being undertaken by the board and staff, and other emerging priorities for the authority.

One of our key tasks since December was to get the necessary pieces put in place to start operating the authority. That included electing a board, creating our rules and procedures, and bringing on an interim executive director. And like any startup, there's a lot of business infrastructure that must be established. The board has been working to identify its accounting, legal and banking partners in order to provide legal and fiscal management so that the tax dollars received by the EVTA and expenses made by authority have the highest degree of transparency and accountability to the public.

We plan to have those key roles in place during March and then will turn our attention to identifying the key management positions needed for the authority and then begin the job posting and hiring processes. We want to have a capable and professional staff—with a high degree of competency in transit and transportation—in place quickly so that the EVTA can begin planning and providing service to the community this year.

The authority's web site at [EagleValleyRTA.org](http://EagleValleyRTA.org) is continually evolving to keep the community up to speed on EVTA matters. The site includes information about the board, its meeting schedule and public documents from board meetings, including agendas, minutes and supporting materials. In addition, the site includes FAQs and other information about the EVTA. Please be sure to visit the web for more information and updates.

We are now preparing for the Board's first retreat, which will be held on March 22. At this day-long meeting, the Board will discuss its mission and vision, short-, medium- and long-term service priorities, as well as other critical foundational decisions. It's the Board's hope that we come out of this retreat with direction on the management of the authority and what services will be fast-tracked to fulfill the commitments made to voters—to enhance the transportation services in the Eagle Valley.

We are very excited about the EVTA's future and the improvements that will be made to transportation here in the Valley. It's going to be a busy 2023 for the EVTA, and we will be sure to keep our community up to date as we move forward.

**To: The Eagle Valley Transportation Authority Board**

**From: Tanya Allen, Interim Executive Director, and Bill Ray, Communications Consultant**

**RE: EVTA Board Retreat Update**

**Date: 3/3/2023**

---

The EVTA Strategic Planning retreat is confirmed for Wednesday, March 22, from 11:30 to 5:00pm in the Grand View Community Space, 395 E. Lionshead Circle in Vail. A light lunch will be served at approximately 11am and in-person attendance is expected.

After reviewing proposals from four prospective facilitators, the Retreat Planning Committee has selected Greg Bellomo of Government Performance Solutions. His proposal of \$3,500 requires Board approval. This approval can occur via verbal resolution/majority vote. A copy of his proposal is attached.

Given the short timeline, the Committee has begun working with Greg on a framework and a proposed agenda, which are attached to this memo.

Costs for the retreat are expected to remain within the \$5,000 currently budgeted. The Town of Vail has generously offered to waive usage fees for the Grand View Community space and charge for cleaning and staff costs only.



**Greg Bellomo, President, and Managing Partner**  
 Government Performance Solutions, Inc.  
 303.601.7319  
[greg@governmentperformance.us](mailto:greg@governmentperformance.us)  
[www.governmentperformance.us](http://www.governmentperformance.us)

February 20, 2023

Tanya Allen, Acting Executive Director and  
 Bill Ray, EVTA Staff Consultant  
 Eagle Valley Transportation Authority

**RE: Quote for Immunization EVTA Board Strategic Planning Facilitation**

Tanya and Bill,

Thank you for taking the time to share your need for strategic planning facilitation. This quote lays out a potential agenda for the upcoming workshop along with pricing and assumptions. Please review and then give a call to discuss any changes you'd like to see.

***Our Understanding of the Situation:***

EVTA's Board of Directors is in the formation stages, and you are planning a half-day strategic planning retreat on March 22. You would like the support of an impartial third-party familiar with the community to help the Board align on a strategic framework to guide future efforts. The meeting on the 22<sup>nd</sup> won't get you all the way "there", but your goal is to leave the session with alignment and significant momentum.

***Proposed Objectives and Agenda:***

GPS recommends using an engaging and participative approach to ensure that Board members

**Proposed Retreat Objectives:**

- 1) Establish a strategic framework including:
  - Mission, vision, and operating principles
  - Shared strategic priorities and initiatives for the next 2-3 years
  - A strategic roadmap showing initiative timing and any dependencies
  - Assignment of Board members to advance critical initiatives
- 2) Work together so that the Board and senior leaders enhance their sense of team

**Potential Agenda:**

Segment	Timing	Details
Working Lunch and Plan for the day: Background, Objectives and Ground Rules	11:30am-12:15pm	(I propose we boxed lunches or a buffet and handle all the preparatory stuff while people chew) <ul style="list-style-type: none"> <li>● Tanya or Board Chair—Welcome and purpose</li> <li>● Greg to share               <ul style="list-style-type: none"> <li>○ Plan for the day, objectives, and ground rules</li> <li>○ Strategy on a page concept and common definitions</li> </ul> </li> </ul>

Exercise 1: Mission and Vision Exercise	12:15-1:30pm	<ul style="list-style-type: none"> <li>• Share mission and vision definition and exercise guidance</li> <li>• Develop 2 teams to create vision and mission statements</li> <li>• Share and work to harmonize the language into cogent, complementary statements</li> </ul>
<b>Break</b>	<b>1:30-1:45pm</b>	
Exercise 2: Operating Principles	1:45-2:30pm	<ul style="list-style-type: none"> <li>• Share operating principles definition and guidance</li> <li>• Review draft operating principles and multi-vote for statements that are the most valuable</li> </ul> <p><i>Note: Bill, Tanya, and Greg to create a list of sample operating principles in advance of the meeting (e.g., “We are a working board, etc”)</i></p>
Exercise 3: Strategic Priorities and Potential Initiatives	2:30-3:15pm	<ul style="list-style-type: none"> <li>• Review a set of potential priorities (pre-developed by Tanya, Bill, and Greg)</li> <li>• Under each priority, brainstorm current and foreseeable challenges</li> <li>• Group challenges together into themes</li> <li>• Identify ideas to address each challenge</li> </ul>
Exercise 4: Prioritization and Action Planning (Strategy Breakout Discussions)	3:15-4:30pm	<ul style="list-style-type: none"> <li>• Prioritize ideas based on relative impact/ease OR vote with stickers for the items viewed as most impactful OR categorize these by near-term, mid-term, longer-term</li> <li>• Assign the near-term/high-priority ideas to small groups of 2-3 Board members</li> <li>• Small groups to outline each idea, creating a poster containing initiative title; situation/reason for action; clear goals and objectives; risks to be overcome; potential actions; Board/staff resources; initiative owner(s)</li> <li>• Share the posters with the group and adjust based on feedback</li> <li>• Build out a timeline of initiatives in each activity stream to create the Strategic Roadmap (Year 1, year 2, year 3); adjust based on feedback</li> </ul> <p><i>Note: Work a short break into this exercise</i></p>
Closing Comments/Q&A	4:30-5:00pm	<ul style="list-style-type: none"> <li>• Recap the day’s progress</li> <li>• Likes/dislikes (or plus/delta)</li> <li>• Solicit a key takeaway from each person</li> </ul>

**Pricing and Assumptions:**

I assume that planning and follow-up for the engagement will be virtual, and that we will be in-person on March 22<sup>nd</sup>. The fixed fee for the preparation and facilitation will be \$3,500, and includes finalization of the agenda, creation of the materials, retreat facilitation, as well as travel time and costs. If additional work, that is not listed above, is requested, or an additional facilitator is required, time will be billed at an hourly rate of \$285.

GPS will work with EVTA staff to document agreements, and having an administrative person available at 4pm on March 22 will be helpful for transcription.

Timely access to personnel and any available data is, of course, necessary to successfully complete the scope within the Board’s desired timeframe. We will partner with you to create clear expectations with your staff.

**GPS Personnel:**

I plan to facilitate this engagement myself. I have 20 years' experience facilitating strategic planning engagements, and have been working with public sector organization exclusively for the last 10 years. I've worked with agencies in Eagle County since 2017, including transit, public health, human services, and early childhood. The GPS website, [www.governmentperformance.us](http://www.governmentperformance.us), contains more information about me and my firm. If an emergency should keep me from serving, my partner Brian Pool will step in to complete the project.

Thank you, Tanya and Bill, for the opportunity to bid on this important project. Please let me know if you would like to proceed with our support for your process.

Best regards,



Accepted by Mutual Agreement:

\_\_\_\_\_  
Tanya Allen  
Acting Director, EVTA

\_\_\_\_\_  
Date

\_\_\_\_\_  
Greg Bellomo  
Managing Partner, GPS

\_\_\_\_\_  
Date

Preliminary Document:  
Not for Distribution

# Strategic Planning Retreat Overview: Eagle Valley Transportation Authority

March 8, 2023

# Retreat Objectives

1. Establish a strategic framework including:
  - Mission, vision, and operating principles
  - Shared strategic priorities and initiatives for the next 2-3 years
  - A strategic roadmap showing initiative timing and any dependencies
  - Assignment of Board members to advance critical initiatives
2. Work together so the Board & senior leaders enhance their sense of team

# What to Expect on March 22

- At the Grandview Room
  - Introductions and discussion start promptly at 11:30
  - Lunch will be provided
  - This will be a participative event, so dress comfortably
  - Arrive with your thoughts on the questions on the next page
  - Adjourn by 5:30pm
- See full agenda for more details



# Pre-Work

Please arrived on March 22<sup>nd</sup> with your thoughts on these questions:

1. What operating principles should we observe so we function as an effective, cohesive board?

*Example: While we each represent different jurisdictions and agencies, we must collaborate to make decisions that benefit our entire territory.*

2. What challenges must we tackle, and which ones are most urgent?

*Example: Determine a name so that awareness building can begin.*

3. What ideas do you have to ensure we exceed the expectations of those we serve?

Thank you



# Government Performance Solutions, Inc. (GPS)

Greg Bellomo

[greg@governmentperformance.us](mailto:greg@governmentperformance.us)

303.601.7319

## Proposed Objectives and Agenda: EVTA Board Strategic Planning Retreat

### Proposed Objectives:

- 1) Establish a strategic framework including:
  - Mission, vision, and operating principles
  - Shared strategic priorities and initiatives for the next 2-3 years
  - A strategic roadmap showing initiative timing and any dependencies
  - Assignment of Board members to advance critical initiatives
- 2) Work together so that the Board and senior leaders enhance their sense of team

### Potential Agenda:

Segment	Timing	Details
Working Lunch and Plan for the day	11:30am-12:15pm	<ul style="list-style-type: none"> <li>• Tanya &amp; Board Chair—Welcome and purpose</li> <li>• Greg to share               <ul style="list-style-type: none"> <li>○ Plan for the day, objectives, and ground rules</li> <li>○ Strategy on a page concept and common definitions</li> </ul> </li> </ul>
Exercise 1: Mission and Vision Exercise	12:15-1:30pm	<ul style="list-style-type: none"> <li>• Share mission and vision definition and exercise guidance</li> <li>• Develop 2 teams to create vision and mission statements</li> <li>• Share and work to harmonize the language into cogent, complementary statements</li> </ul>
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Exercise 3: Strategic Priorities and Potential Initiatives	2:30-3:15pm	<ul style="list-style-type: none"> <li>• Review a set of potential priorities and add to these as needed</li> <li>• Under each priority, brainstorm foreseeable challenges</li> <li>• Group challenges together and identify ideas to address each</li> </ul>
Exercise 4: Prioritization and Action Planning (Strategy Breakout Discussions)	3:15-4:30pm <i>including a short break</i>	<ul style="list-style-type: none"> <li>• Prioritize ideas based on relative impact/ease and categorize these by near-term, mid-term, longer-term</li> <li>• Assign the near-term/high-priority ideas to small groups of 2-3</li> <li>• Small groups to outline each idea, creating a poster containing initiative title; reason for action; goals and objectives; risks; potential actions; Board/staff resources; owner(s)</li> <li>• Review with the group and adjust based on feedback</li> <li>• Build out a timeline of initiatives in each activity stream to create the Strategic Roadmap (Year 1, year 2, year 3)</li> </ul>
Closing Comments/ Q&A	4:30-5:00pm	<ul style="list-style-type: none"> <li>• Recap the day's progress</li> <li>• Likes/dislikes (or plus/delta)</li> <li>• Solicit a key takeaway from each person</li> </ul>

**To: The Eagle Valley Transportation Authority Board**

**From: Tanya Allen, Interim Executive Director**

**RE: EVTA Interim Director's Report**

**Date: 3/3/2023**

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### **Vendor Contracts and Agreements**

We are making substantial progress in onboarding new vendors. Accounting arrangements are now in place. Initial banking arrangements are also in place, pending the State's issuance of a Public Deposit Protection Act (PDPA) number, which could take up to 30 days.

The Legal RFP review panel will offer up a recommendation regarding ongoing legal representation at the March 8 meeting.

The Marketing RFP was released on February 13. We received 7 responses by the deadline and are assembling a team for review.

Our State Internet Portal Authority (SIPA) paperwork has been processed and we are in the queue to begin the conversation around website development. The expected start date for the project is currently late April to early May. We expect to begin the exploratory conversation with SIPA regarding office management and productivity software needs in late March-early April, following organizational conversations at the retreat and some initial transition conversations with Eagle County IT.

### **Organizational Transition Planning**

Eagle County's internal transition team will meet on 3/13 to establish specific work groups and begin preparing for the transition of County-supplied support functions.

Areas of focus will include:

- Financial Operations
- Facilities and Equipment
- Human Resources
- Communication and Information Technology
- Contracts, licenses, and insurance

### **Service Transition Planning**

Fehr & Peers is preparing a transit service plan to implement a fare-free transit zone for the newly established EVTA within Edwards, Avon, Eagle-Vail, Minturn, and Vail with expanded service to support anticipated increases in demand. The Service plan will include route configuration (and possible consolidation) for all routes serving the areas within the fare-free zone, consideration for how the Valley Route is integrated into the fare-free zone, how interlining of routes could achieve higher efficiency of service delivery, and how a new system with fare-free meets growing year-round demand. This study is being funded with a CDOT grant being administered by the Town of Avon. Existing transit agency staff will be heavily involved in this planning work.