

# LTID Board of Directors Meeting

October 9, 2025

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# Longmont Tourism Improvement District (LTID)

Thursday, October 9, 2025 – 5:30PM-7:00PM

LTID: Zoom Meeting

<https://zoom.us/j/98478331971?pwd=6eOar2Qm0n0M92DZyWMKgRR32dbZkh.1>

Meeting ID: 984 7833 1971

Passcode: 300262

## AGENDA

PRESENT:

ABSENT:

VL STAFF / GUESTS:

1. Call to Order
2. Review DRAFT Minutes: LTID initial Board of Directors meeting 9/11/2025
3. Review FY 2026 Draft Budget
4. Legal Counsel:
  - a. Cockrel Ela Glesne Greher & Ruhland, P.C, Madison Plasencia & Linda Glesne
  - b. Oath of Office, Colorado Open Records and Open Meetings Law, Conflict of Interest Forms, Antitrust Statements, Bylaws
5. LTID fee collection
  - a. City of Longmont process
  - b. IGA fully executed
6. Other Business
7. Public Comment
8. Adjournment

**Longmont Tourism Improvement District Board of Directors' Organizing Meeting Minutes: September 11, 2025.**

The meeting was brought to order at 5:31 PM

Board Members Present:	Harish Dand, Mark Aleman, Karlee Tanel, Councilman Sean McCoy, Derek O'Brien  Jenn Ooton, City of Longmont ex-officio
Board Members Absent:	Laura Riffe, Marriott Properties
Board Members Excused:	
QUORUM:	Yes
Staff & Guests Present:	Sarah Leonard, Gera Sivak-Salva with Visit Longmont Matt Szurko, Nick Jensen with Hotel Longmont

<b>A motion was made for the board to approve the slate of officers as:</b> <ul style="list-style-type: none"><li>▪ Derek O'Brien-Board Chair</li><li>▪ Mark Aleman-Vice Chair</li><li>▪ Harish Dand-Treasurer/Secretary</li></ul>	1- Council member Sean McCoy 2- Karlee Tanel
MOTION PASSED or FAILED	PASSED
<b>A motion to approve Matt Szurko of the Hotel Longmont to replace Karlee Tanel on the LTID Board</b>	1- Council member Sean McCoy 2- Mark Aleman
MOTION PASSED or FAILED	PASSED

<b>A motion to approve the Draft contract with Visit Longmont to manage the LTID</b>	1- Derek O'Brien 2- Council member Sean McCoy
MOTION PASSED or FAILED	PASSED
<b>A motion was made to have an initial meeting schedule of the 2<sup>nd</sup> Thursday of each month at 5:30 for at least the first six months.</b>	1- Derek O'Brien 2- Mark Aleman
MOTION PASSED or FAILED	PASSED
<b>A motion was made to enter into an agreement (IGA) with the City of Longmont, for the ten-year term, for fee collection services.</b>	1- Derek O'Brien 2- Harish Dand
MOTION PASSED or FAILED	PASSED

<b>A motion was made to approve the initial LTID Plan and Budget, as passed by the City ordinance.</b>	1- Derek Dand 2- Harish Dand
MOTION PASSED or FAILED	PASSED

<b>A motion was made to approve the 2% fee on hotels as reflected in the City Ordinance.</b>	1 Derek O'Brien 2 Mark Aleman
MOTION PASSED or FAILED	PASSED

BUSINESS   ACTION ITEMS	<p><b>ACTION ITEMS</b></p> <p><b>Legal</b></p> <ul style="list-style-type: none"> <li>▪ It is advised to have separate Legal Counsel from Visit Longmont. Sarah is getting recommendations.</li> <li>▪ Visit Longmont will follow-up with Conflict-of-Interest forms for LTID board directors to sign.</li> <li>▪ Mark Aleman suggested an Anti-Trust statement before each LTID board meeting</li> </ul> <p><b>Marriot Properties</b></p> <p>Marriott properties near Dry Creek are going through a sale, and there will be a transition in representation on the board. Visit Longmont staff will continue to follow-up.</p> <ul style="list-style-type: none"> <li>• <b>Website</b> Visit Longmont will set up a separate LTID website.</li> <li>• <b>2026 Budget</b> Sarah Leonard will have ready for review a 2026 LTID budget.</li> <li>• <b>January Meeting</b> Councilmember McCoy suggested the LTID try to meet in person in order to get photos of the board and for outreach purposes.</li> </ul>
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<b>MOTION to Adjourn</b>	1- Councilman Sean McCoy 2-Derek O'Brien
MOTION PASSED or FAILED	PASSED

The meeting was adjourned at 6:01 PM

LTID BUDGET				Budget Narrative
	2026	2025		
<b>INCOME</b>				
LTID Fee	\$ 456,000	\$ 50,000		2025: October - December
				<b>Sales, Marketing &amp; Communications = 55%</b>
<b>TOTAL</b>	<b>\$ 456,000</b>	<b>\$ 50,000</b>		127,808 Advertising 77455 Sales Manager 32000 Trade shows, sponsorships, events
<b>EXPENSE</b>				25000 Research
<b>7100 Promotion</b>				<b>262263 57.5%</b>
7110 - Advertising	\$ 100,000	\$ 17,500		Digital & promotional campaigns, sales efforts, lead generation, bid activities.
7115 - Agency Costs				
7120 - Brochure (vg)				
7130 - Business Promo & Group Sales Materials	\$ 10,000			Longmont "swag" for MP incentives, event handouts
7135 - Promo Products Resale				
7137 - Sales Tax				
7140 - Printing & Copying	17,808			Meeting & Event Space printed collateral
7150 - Production				
7160 - Trade Show expenses	\$ 2,000			Destination Colorado=\$2K
7170 - Sponsorships	\$ 20,000	\$ 1,000		Feria del Tamal \$10K; World Ice Cup \$10K
7175 - Special Events	\$ 10,000			Visit Longmont Special Event for Sundance
7180 - Meals & Entertainment				
7100 - Promotions -other   Destination Development	\$ 109,440	\$ 12,000		<b>Destination Development=24%   1/2 toward Sundance bid pledge = \$25K</b>
<b>PROMOTION SUBTOTAL</b>	<b>\$ 269,248</b>	<b>\$ 30,500</b>		
<b>7200 - Salary &amp; Related</b>				
7210 - CEO Salary		\$ 10,000		Administration and oversight
7220 - Salaries & Wages:	\$ 70,000	\$ -		Salary only: Sales Manager FTE
7225 - Visitor Center Manager		\$ -		
7230 - Retirement ( Pension Plan)	\$ 2,100	\$ -		3%
7240 - Employee Benefits - Insurance		\$ -		
7242 - Employee Benefits - HAS		\$ -		
7250 - Payroll Taxes	\$ 5,355	\$ -		7.65%

7260 - Recruiting		\$	-
7270 - Relocation		\$	-
<b>SALARIES &amp; RELATED SUBTOTAL</b>	<b>\$</b>	<b>77,455</b>	<b>\$ 10,000</b>

#### 7500 - CONTRACT SERVICES

7520 - Accounting Fees	\$	3,000	\$ 1,500
7530 - Legal Fees	\$	5,000	\$ 1,500
7540 - Professional exp - Other	\$	25,000	\$ -
7570 - Feasibility Study Fees	\$	-	\$ -
<b>CONTRACT SERVICES SUBTOTAL</b>	<b>\$</b>	<b>33,000</b>	<b>\$ 3,000</b>

Accounting | Audit \$5K in 2027  
 Legal Counsel: Cockrel Ela Glesne Greher & Ruhland, P.C.  
 Research: Tourism Economics

#### 8100 - NON- PERSONNEL (ADMIN)

8110 - Office Expenses (supplies)	\$	500	\$ -
8130 - Telephone & Telecommunication	\$	150	\$ -
8140 - Postage, Shipping, Delivery	\$	1,500	\$ -
<b>NON-PERSONNEL SUBTOTAL</b>	<b>\$</b>	<b>2,150</b>	<b>\$ -</b>

Administration = 15%

#### 8200 - OCCUPANCY EXPENSES

8210 - Rent, parking, other	\$	5,200	
8220 - Triple Net & Utilities			
8230 - Insurance - nonemployee	\$	3,000	
8245 - Office Cleaning			
8246 -Moving expenses		\$	1,000
<b>OCCUPANCY SUBTOTAL</b>	<b>\$</b>	<b>8,200</b>	<b>\$ 1,000</b>

15% Administration  
 15% Rent | (1) parking pass

Worker's Comp, General, D&O

Office move end of 2025

#### 8300 - TRAVEL & MEETING EXPENSES

8310 - Travel	\$10,000	\$	-
8320 - Conference, convention, meeting	\$7,000	\$	-
8330 - Mileage	\$1,000	\$	-
<b>TOTAL TRAVEL &amp; MEETING EXPENSE</b>	<b>\$18,000</b>	<b>\$</b>	<b>-</b>

IPW, Destination Colorado, Outdoor  
 Writers Association, Sundance 2026,  
 OneWest Summit, GovCon

<b>#### - FEE COLLECTION</b>	<b>\$</b>	<b>4,560</b>	<b>\$ 500</b>
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1% Fee Collection | IGA City of Longmont

#### 8500 - MISCELLANEOUS EXPENSES

8530 - Membership dues	\$	1,360	\$ -
8535 - Subscriptions	\$	1,500	\$ -

Administration = 15%

8000 Contract services

2150 Non personnel

8550 - Website maintenance	\$	5,252	\$	-	8200 Occupancy
8560 - Computer maintenance	\$	975	\$	-	11587 Misc
8570 - Miscellaneous expense			\$	-	9000 Capital
8585 - Annual meeting			\$	-	18,000 Travel
8590 - D & O insurance	\$	1,500	\$	1,500	
8595 - Board meeting expenses	\$	1,000	\$	-	<b>56937 12%</b>
8500 - Miscellaneous exp. - other			\$	-	
<b>TOTAL MISCELLANEOUS EXPENSES</b>	<b>\$</b>	<b>11,587</b>	<b>\$</b>	<b>1,500</b>	
<b>8600 - CAPITAL EXPENDITURES</b>					
8610 - Computer hardware	\$	1,500	\$	-	Laptop (Sales FTE)
8620 - Computer software	\$	5,000	\$	-	SV / Granicus CMS Event module
8630 - Office equipment	\$	1,500	\$	-	Desk, Chairs, etc. (sales FTE)
8640 - Website development	\$	1,000	\$	1,000	LTID website and hosting fees
8650 - Tenant improvements	\$	-	\$	-	
<b>TOTAL CAPITAL EXPENDITURES</b>	<b>\$</b>	<b>9,000</b>	<b>\$</b>	<b>1,000</b>	
<b>Restricted Expenses - reserve</b>	<b>\$</b>	<b>22,800</b>	<b>\$</b>	<b>2,500</b>	<b>Contingency / Reserve = 5%</b>
<b>TOTAL EXPENSES</b>	<b>\$</b>	<b>456,000</b>	<b>\$</b>	<b>50,000</b>	

\$456,000 Annual Budget		
Budgeted	Sales, Marketing & Communication	Plan
58%	\$262,263	55%
24%	<b>Destination Development</b>	24%
	\$109,440	
	<b>Administration</b>	
12%	\$56,937	15%
5%	<b>Contingency/Reserve</b>	5%
	\$22,800	
1%	<b>Collection Fee</b>	1%
	\$4,560	

\$456,000



**Shareholders**

Paul R. Cockrel  
Evan D. Ela  
Linda M. Glesne  
David A. Greher  
Matthew P. Ruhland  
Joseph W. Norris

**Associates**

Madison P. Plasencia  
Dakota C. Spence-Zurek  
Glory S. Schmidt

**Paralegals**

Micki Mills  
Sarah Luetjen  
Kristin Herndon  
Angela de la Garza Eckle

September 23, 2025

**ATTORNEY-CLIENT PRIVILEGED**

**VIA E-MAIL**

Board of Directors  
Longmont Tourism Improvement District

**Re: Letter of Engagement for Longmont Tourism Improvement District**

Dear Board Members:

We understand that the Longmont Tourism Improvement District (the “**Client**”) desires to appoint Cockrel Ela Glesne Greher & Ruhland, a professional corporation (the “**Firm**”), as the Client’s general counsel. This letter is intended to outline the terms governing our representation of the Client.

1. Scope of Services.

The Firm will advise the Client on all tourism improvement district-related matters referred to the Firm by the Client. We will take our direction from the Board of Directors (the “**Board**”) and the President and/or Secretary of the Board, or such other person as is designated by the Board to be its representative and spokesperson for purposes of communication with the Firm. Except as discussed below, we do not represent (i) any person or entity (except the Client itself); (ii) individual members of the Board; (iii) employees or agents of the Client; or (iv) any landowner, developer or other person within the Client (collectively, the “**Other Persons**”), and all services are provided only for the benefit of the Client and not for the Other Persons. The Firm owes professional responsibilities only to the Client itself. In all matters involving the Client, such Other Persons should retain their own legal counsel. Further, although we take our direction from the Board, we ultimately represent the interests of the Client and not the Board or any Other Persons.

2. Potential Conflicts of Interest.

The Firm may represent other parties whose boundaries may overlap or be adjacent to those of the Client, or which may operate in the same region as the Client. As a general matter, we do not believe that such representations will materially limit or adversely affect our ability to represent the Client even though such representations may be characterized as adverse under the Colorado Rules of



Professional Conduct. During our representation, we will not represent any other party in any matter in which the Client is adverse. If a dispute were to arise between the Client and any other entity represented by the Firm, the Firm would likely be unable to represent the Client or the other entity in such matter. In such circumstance, the Firm would assist the Client in obtaining alternative counsel free of such conflict.

3. Designation of Attorney and Assistants.

I, Linda Glesne, a Shareholder in the Firm, am designated as the attorney primarily responsible for the legal services rendered to the Client. Other qualified attorneys, including associate attorney Madison Plasencia, and paralegals may also perform services for the Client under my supervision in order to most effectively provide a particular service or to minimize costs.

4. Compensation.

The Firm shall provide to the Client a monthly billing statement detailing the services rendered and the amount of time spent in performance thereof. The Client shall pay for the total time of all attorneys, paralegals and clerks at the current rates in effect for the services rendered.

Clerical services are not routinely billed to the Client, but out-of-the-ordinary use of a clerical person's time may be billed in the Firm's reasonable discretion. Paralegals and law clerks are utilized when their skills are commensurate with a particular project, so as to minimize the costs billed to the Client. I supervise the work product of associates, paralegals and law clerks.

The Firm's current billing rates are set forth on the Fee Schedule attached hereto, which are subject to aggregate annual adjustment of not more than 10% collectively without prior written notification to the Client.

The Firm shall not be obligated to perform any services if payment is not made within 60 days after invoicing. If payment for any services or expenses on the project remain unpaid for more than 30 days, unpaid amounts will be charged interest at the rate of 1.5% per month, compounded monthly (19.6% APR). The Client shall be responsible for any costs of collection incurred by the Firm, including reasonable attorneys' fees.

5. Expenses.

Expenses for which the Firm will or will not receive reimbursement are as follows, along with the rates for such reimbursement:

(a) Mileage.

No charge, unless lengthy travel distance.

(b) Out-of-Town Travel.

Expenses at cost without mark-up. Travel time by the attorneys and staff will be billed at current billing rates. Trips will be coordinated with other clients, to the extent possible, to minimize travel costs.

(c) Long-Distance Telephone Service.

No charge, unless unusual circumstances exist – such as lengthy time, multiple parties and/or teleconferencing.

(d) Computer Expenses.

No charge, except for computer research, Lexis/Nexis or other special costs; billed at actual cost without mark-up.

(e) Photocopies.

No charge for in-house copying, unless large volume of copying. Outside copying and printing billed at actual cost without mark-up.

(f) Postage.

No charge for usual first-class mailings, such as mailings to the Client, courts, counsel of record and other consultants. Mass mailings, such as election notices, and overnight and special delivery mailings billed at actual cost without mark-up.

(g) Facsimile.

No charge.

(h) Couriers.

Courier service will be used on an as-needed basis with the cost thereof being billed to the Client without mark-up.

(i) Other Reimbursables.

Other reimbursables include our payment of filing fees, costs for service of process and related services, expert witness fees (only as pre-authorized by the Client), court reporter fees for transcript of testimony, court reporter appearance fees, county clerk and recorder's fees for recording of documents, title company's fees for reports of title, publication fees, election materials and other related expenses. All such reimbursables will be billed to the Client at cost without mark-up.



(j) Other Expenses.

Certain services and expenses not otherwise documented herein (e.g. private investigator, special counsel, etc.) may become necessary under certain circumstances. To the extent that such services are required, the Firm will first obtain authorization from the Client before incurring such costs. As such expenses are incurred, they will be billed to the Client.

It is understood that the Client is not responsible for any general secretarial support or general office expenses of the Firm.

6. Communications between Attorney and Client.

Written and oral communication between the Firm and the Client on the Client's matters shall be made using all current forms of technology including mail, express courier, courier, fax, email, land-based telephone, cellular telephone and other electronic means of communication as such technology becomes available. The security of such means of communication, particularly electronic means such as fax, e-mail and cellular telephone cannot be guaranteed, and therefore a risk exists that privileges such as the attorney-client privilege may be waived if a communication is inadvertently received by persons other than the Client. If the Client desires to avoid the risk of inadvertent disclosure by any particular means of communication, the Client must contact the Firm and instruct the Firm as to any unacceptable means of communication for Client matters.

7. Disclaimer of Warranties.

There can be no warranties as to the success of any matter undertaken by the Firm in the representation of the Client. All expressions made by the Firm relative thereto are solely matters of the Firm's opinion.

8. Power of Attorney to Execute Documents.

The Client grants to the Firm the power to execute documents connected with the representation of the Client, which have been generally approved by the Client, including pleadings, applications, protests, contracts, commercial papers, settlement agreements and releases, verifications, dismissals, orders, and all other documents associated with the services provided hereunder. As general counsel, these documents are unlikely to arise in our representation of the newly formed district.

9. Document Retention/Destruction.

The Client is advised that the files created and compiled by the Firm for work on Client matters, including notes, correspondence, pleadings, research and any other documents prepared by the Firm,



will not be retained indefinitely. Upon the Client's request, we will return Client files to the Client or its designee once a matter is concluded, so long as the Client has paid all fees and costs owed to the Firm and reasonably necessary to transfer such files. We may retain copies of all or any portion of the Client's file duplicated at our expense. If the Client does not request their files, we will keep the files and information therein for a minimum of 30 days after the conclusion or termination of representation, after which we may retain, destroy or otherwise dispose of them as we deem appropriate. The Firm generally keeps Client records electronically. As a general matter, once documents are part of our electronic records, we will destroy all paper documents provided to us, unless the Client provides express written instructions otherwise. Notwithstanding the foregoing, we will not destroy (i) original documents entrusted to us for continued representation as part of our services and (ii) any documents that the Client is obligated by law to retain.

10. Entire Agreement.

The terms herein represent the entire agreement of the parties concerning the representation of the Client by the Firm. The agreement represented by this letter may not be amended or modified except in writing and signed by both parties hereto.

11. Term.

The agreement represented by this letter shall remain in effect until terminated by written notice of either party.



**Cockrel Ela Glesne Greher & Ruhland, P.C.**

**Longmont Tourism Improvement District**

A handwritten signature in blue ink, reading "Linda M. Glesne", is positioned above a horizontal line.

By: Linda M. Glesne, Shareholder

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

Its: \_\_\_\_\_



BILLING RATES  
*EFFECTIVE 1/2025*

**2025 STANDARD RATES**

<u>BILLER</u>	<u>RANGE</u>
Shareholder	\$400 - \$545
Associate	\$290 - \$315
Paralegal	\$190 - \$285

## **Longmont Tourism Improvement District (LTID)**

### **ANTITRUST COMPLIANCE POLICY**

#### **Objective**

The Board of Directors of the Longmont Tourism Improvement District (LTID), as established by Longmont City Ordinance \_\_\_\_\_ has adopted the following Antitrust Compliance Policy designed to comply with all federal, state, and local laws, including all applicable antitrust laws. It is expected that all LTID Board Directors and representatives involved in LTID activities and associated staff and contractors will take all measures necessary to comply with all antitrust laws.

#### **Criminal Penalties**

Antitrust violations such as price-fixing agreements, bid-rigging agreements, and market-division agreements may be prosecuted as felonies and are punishable by steep fines and almost certain imprisonment. Individual violators can be fined up to \$1 million and sentenced to up to 10 years in federal prison for each offense, and corporations can be fined up to \$100 million for each offense. The events that give rise to an antitrust violation often provide the basis for other charges, such as wire fraud, mail fraud, and making false statements to the government.

The consequences of a criminal antitrust violation for an association or corporation include exposure to follow-on private treble damages suits, exposure to enforcement actions in other jurisdictions or countries, major disruption of normal business activities, and the burdensome legal expenses of defending investigations and lawsuits.

#### **Civil Liabilities**

In addition to criminal charges filed by law enforcement authorities, civil cases can be initiated by individuals, companies, and government officials. Private parties can recover three times the amount of the actual damages, plus attorney's fees.

#### **Scope and Definitions**

The principal relevant federal antitrust and competition laws are the Sherman Act, the Clayton Act, and the Federal Trade Commission Act.

- The Sherman Act in broad terms prohibits “contracts, combinations and conspiracies in restraint of trade,” as well as monopolizing, attempting to monopolize, or conspiring to monopolize any part of interstate trade or commerce.
- The Clayton Act prohibits certain specific types of practices and agreements, including exclusive dealing and “tying” arrangements.



- The Federal Trade Commission Act prohibits all practices covered by the Sherman and Clayton Acts plus other conduct broadly challenged as “unfair methods of competition” or “unfair or deceptive acts or practices” in or affecting commerce.

### **“Hard Core” Offenses (Criminal Prosecution Very Likely)**

Certain antitrust violations are referred to as “hard core” or “per se illegal” offenses. Conduct that falls in this category is automatically judged as illegal by the courts, and no defenses, including the absence of any actual harm to competition will be allowed. Conspiracies falling into the hard-core category are highly likely to be prosecuted as criminal offenses, and include the following:

- *Price-fixing agreements:* Agreements or understandings among competitors (or potential competitors) directly or indirectly to fix, alter, peg, stabilize, standardize, or otherwise regulate the prices charged to customers are per se illegal under the Sherman Act. An agreement among buyers fixing the price they each will pay suppliers for a product or service is likewise unlawful. “Price” is defined broadly to include all terms of competition, including discounts, rebates, commissions, credit terms, and even hours of operation.
- *Bid-rigging agreements:* Agreements or understandings among competitors (or potential competitors) on any method by which prices or bids will be determined, submitted, or awarded, or any agreements to refrain from submitting bids against each other, are per se illegal.
- *Market or customer allocation agreements:* Agreements or understandings among competitors (or potential competitors) to allocate or divide markets, whether in terms of geography, products, or customers, are per se illegal.

### **Competitively Sensitive Activities**

There are other activities that, though typically not subject to criminal prosecution, are nevertheless potential antitrust violations:

- *Group boycotts:* An agreement with competitors, suppliers, or customers not to do business with another party may violate antitrust laws as a boycott or a “concerted refusal to deal.”
- *Exclusionary standard setting, certification, or code of ethics:* Trade association standards-development, certification programs, and codes of ethics generally are considered pro-competitive and lawful. Such activities may violate antitrust laws, however, if they have the effect of fixing prices or if they result in competitors being boycotted or excluded from effectively competing in a market.

## **General Policy**

Because of their potentially illegal nature, certain competitively sensitive topics will not be discussed at meetings of the LTID Board of Directors unless otherwise advised by legal counsel. These prohibitions apply equally to all LTID- sponsored social functions or other informal gatherings. Off-limit topics include:

- prices, price changes, price advertisements, discounts, rebates, service charges, or any other terms or conditions of purchase or sale;
- pricing bases, methods or strategies, including costs or profit margins;
- what constitutes a fair, appropriate, or “rational” price or profit margin;
- whether to do business with certain suppliers, customers, or competitors;
- complaints about the business practices of individuals firms;
- confidential plans regarding future product or service offers; and any ongoing litigation.

*Joint research and development programs:* While not generally prohibited by the antitrust laws, proposals for involvement in joint research or development programs can carry risks and must undergo legal clearance and LTID Board approval.

## **Responsibilities**

### LTID Board of Directors / Executive Responsibilities:

The Chair of the Board of Directors and the lead LTID staff or contractors have the responsibility to oversee the implementation of the antitrust compliance policy. The LTID official staff or contractor designee is responsible for day-to-day management and implementation.

All LTID Board of Directors will receive a copy of this compliance policy as part of their initial orientation and sign an acknowledgement that they have read it and have been given an opportunity to ask questions.

## **Complaint Investigation and Internal Enforcement**

Reports of noncompliance or other complaints should be sent to the LTID lead staff or contractor designee or the Chair of the LTID Board. If there is reason to believe that an antitrust violation may have been committed, an investigation will be undertaken promptly. If an instance of questionable conduct is presented, the LTID Board Chair or the LTID lead staff or contractor designee will consult with the LTID legal counsel promptly to determine whether an internal investigation is appropriate.

LTID Board of Directors, staff or contractors that violate or fail to comply with this compliance program are subject to disciplinary action, ranging from adverse reviews to removal from the LTID Board of Directors and/or termination of contracts.

By signing this document (below), I agree that I have read and had the opportunity to ask questions to LTID's legal counsel regarding the LTID Antitrust Compliance Policy.

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Name (please print)

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Company

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Signature

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Date

# **Longmont Tourism Improvement District (LTID)**

## **Conflict of Interest**

### **Objective**

The Board of Directors of the Longmont Tourism Improvement District (LTID, as established by Longmont City Ordinance \_\_\_\_\_) has adopted the following policy designed to avoid any conflict between the personal and/or business interest of Board members or staff and the interests of the LTID.

The purpose of this policy is to ensure that decisions about the LTID operations and the use or disposition of LTID assets are made solely in terms of the benefits to the LTID and are not influenced by any private profit or other personal benefit to the individuals affiliated with the LTID who take part in the decision. In addition to actual conflicts of interest, board members and staff and contractors are also obliged to avoid actions that could be perceived or interpreted as in conflict with LTID interests.

While no set of guidelines can guarantee acceptable behavior, the principles which guide behavior in this area are disclosure and non-participation in the decision-making process where personal business or family gain is a possibility, and a commitment to honor the confidentiality of organizational information. This includes proprietary and sensitive information. All conduct is founded on the individual's own sense of integrity. Any individual accepting the responsibility of serving on the LTID Board of Directors must also accept the burdens of public disclosure and public scrutiny.

LTID Board members, staff, and contractors are expected to exhibit honesty, loyalty, candor, and professional competence in their relationships with the LTID with each other. They must refrain from using LTID properties, services, opportunities, authority, and influence for private benefit.

### **Scope & Definitions**

For purposes of this Conflicts of Interest Policy, the following definitions will apply:

"Involved in an LTID business transaction" means initiating, making the principal recommendation for, or approving a purchase or contract; recommending or selecting a vendor or contractor; drafting or negotiating the terms of such a transaction; or authorizing or making payments from the LTID accounts. That language is intended to include not only transactions for LTID procurement of goods and services, but also for the disposition of any LTID property, and the provision of services or space by LTID.

A "possible conflict of interest" is deemed to exist when:

- A board member, or staff member, or a close relative, or a member of that person's household, is an officer, director, employee, proprietary partner, or trustee who is (or expects to be) retained as a paid consultant or contractor by an organization which seeks to do business with

the LTID, and whenever a transaction will entail a payment of money or anything else of value to the official, member, close relative, or member of that person's household.

- An individual affiliated with the LTID has an interest in an organization which is in competition with a firm seeking to do business with the LTID if the individual's position gives him or her access to proprietary or other privileged information which could benefit the firm in which he or she has an interest.
- An individual affiliated with the LTID is a trustee, director, officer, or employee of a not-for-profit organization which is seeking to do business with or have a significant connection with the LTID or is engaged in activities which could be said in a business context to be "in competition with" the programs of the LTID.

## General Policy

Any member of the LTID Board of Directors who may be involved in a business transaction in which there is a possible or perceived conflict of interest shall promptly notify the LTID Board Chair in writing. The board member shall refrain from voting on any such transaction but may speak to the issue and then be excused when the issue comes to a vote. The board member's presence may not be counted in determining the quorum for any vote with respect to an LTID business transaction in which he or she has a possible conflict of interest. Furthermore, the board member, or the lead LTID staff or contractor, shall disclose a potential conflict of interest to the members of the LTID board before the discussion and vote on a business transaction and such disclosure shall be recorded in the board minutes of the meeting at which it is made.

Any staff member or contractor who may be involved in an LTID business transaction in which there is a possible conflict of interest shall promptly report the possible conflict to the LTID Board Chair. If possible conflict involves the lead staff or contractor, the possible conflict shall then be reported in writing to the Chair of the Board.

## Responsibilities

### a) LTID Board of Directors

The Chair of the Board, after receiving information about a possible conflict of interest, shall take such action as is necessary to ensure that the transaction is completed in the best interest of the LTID without the substantive involvement of the person who has a possible conflict of interest. This does not mean that the purchase or other transaction must necessarily be diverted, but simply that persons other than the one with the possible conflict shall make the judgments involved and shall control the transaction. A written record of any report of possible conflict and of any adjustments made to avoid possible conflicts of interest shall be kept by designated contractor or lead staff, or where applicable, with the Chair of the Board.

b) LTID contractor/vendor or lead staff

This policy statement shall be made available to each member of the board and each person appointed to an LTID position which regularly involves initiation, review, or approval of significant contracts or other commitments. Such people will be asked to sign the attached acknowledgment concerning reporting of potential conflicts of interest.

c) Administrative staff

Each board member, staff member, and contractor will be provided with this policy statement to read and sign (below).

In addition to my service for the LTID at this time, I am a Board member or an employee of the following organization(s) which have had business dealings with the LTID:

- 1.
- 2.
- 3.

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Company

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date