

cc: KAREN
MICHELLE
RESORT
ASSESSMENT
Fee



January 26, 1994

RECEIVED JAN 27 1994

Mr. Gary D. Mielke, President
Steamboat Ski & Resort Corporation
2305 Mt. Werner Circle
Steamboat Springs, CO 80487-9023

Dear Gary:

I have enclosed a copy of the executed letter agreement regarding a donation by the Steamboat Ski & Resort Corporation to the City which was approved at the January 11, 1993 City Council special meeting.

Sincerely,

A handwritten signature in cursive script that reads "Deborah J. Carey".

Deborah J. Carey
City Clerk

cc: Harvey Rose, City Manager
Ronald Stock, City Attorney
Brian Funderburk, Finance Director
Sharon Knippenberg, Budget & Management Director
RE-II School District

Steamboat.

SKI & RESORT CORPORATION

January 11, 1994

City Council President
City of Steamboat Springs
P.O. Box 775088
Steamboat Springs, CO 80477

Attn: Bill Martin

Dear Bill:

This letter is to confirm that the Steamboat Ski & Resort Corporation will, subject to the terms and provisions of this letter, donate to the City a sum equal to 4.5% of the gross revenues from the sale of food, beverages and ski accessories which occur in any unincorporated portion of the Steamboat Ski Area, including the Thunderhead and Rendezvous Saddle facilities, commencing December 16, 1993. The donation for each month shall be payable at the time and in the same method that City retail sales tax is paid. Upon reasonable notice to the Corporation, the City shall be entitled to conduct, at the City's sole expense, an audit of the books and records of the Corporation relating to the gross sales subject to this Agreement to ascertain that the donation is being made in accordance with this paragraph. This Agreement shall not apply to gross sales occurring prior to April 30, 1994, for components of packages which were sold or advertised before the date of this Agreement.

The Corporation shall have no obligation to make the donation set forth in this letter for gross sales occurring after the date that (i) any part of the Ski Area that is now part of the unincorporated Routt County has been annexed to the City, or (ii) any new or additional tax on the Ski Corporation's operation of the Ski Area (such as lift tax) levied by the City, Routt County, the State of Colorado, or the United States has become effective. In addition, either the City or the Ski Corporation may terminate this letter agreement effective December 1 of any year by notice to the other given no later than September 1 of such year.

The City agrees that 11% of the money contributed hereunder shall be paid to the RE-2 School District in the same manner as the recently enacted one-half percent (0.5%) increase in the City sales tax. It is our desire and we understand that it is the intention of the City that the remainder of the money contributed shall be used by the City for transportation, open space and employee housing purposes.

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The parties agree that all donations made hereunder shall be considered gifts, within the meaning of the Taxpayers Bill of Rights, Article X, Colorado Constitution.

If this letter meets with your approval, we would appreciate it if you would sign where indicated below to agree to a binding agreement between the parties.

Very truly yours,

STEAMBOAT SKI & RESORT CORPORATION



Gary D. Migke, President

APPROVED AND ACCEPTED this 11th day of
January, 1994

CITY OF STEAMBOAT SPRINGS



William Martin, City Council President

Steamboat.

SKI & RESORT CORPORATION

January 11, 1994

City Council President
City of Steamboat Springs
P.O. Box 775088
Steamboat Springs, CO 80477

Attn: Bill Martin

Dear Bill:

Enclosed is our draft of a letter agreement regarding a donation by the Steamboat Ski & Resort Corporation to the City.

In addition, the letter agreement dated December 26, 1984, is still in effect at this time.

Very truly yours,

STEAMBOAT SKI & RESORT CORPORATION



Gary D. Melke, President

Enclosure

MARTIN.DOC

