



TOWN BOARD REGULAR MEETING

December 5, 2022 - 5:30 PM

Town Board Chambers, 301 Walnut Street, Windsor, CO 80550

To view Town Board meeting broadcasts, visit
www.windsorgov.com/MeetingsOnDemand.

AGENDA

A. CALL TO ORDER

1. Roll Call
2. Review of Agenda by the Board and Addition of Items of New Business to the Agenda for Consideration

B. BOARD DISCUSSION

1. Water Surcharge Policy Discussion - J. Humphries, Administrative Services Director
2. Jacoby Meadows Senior Housing, Windsor Housing Authority, Fee Waiver Request - S. Mezzetti, Senior Planner
3. Fair Campaign Practices Act Code and Policy Follow-up Discussion - K. Frawley, Town Clerk
4. Future Meetings Agenda

C. BOARD ACTION

1. Resolution No. 2022-77 - A Resolution Approving the Retention of an Executive Search Firm for General Counsel Services and Authorizing the Mayor to Execute a Professional Services Agreement in Relation Thereto
 - Legislative action
 - Staff presentation: P. Rennemeyer, Mayor

D. ADJOURN

The Town of Windsor will make reasonable accommodations for access to Town services, programs, and activities and will make special communication arrangements for persons with disabilities. Please call (970) 674-2400 by noon on the Thursday prior to the meeting to make arrangements.



MEMORANDUM

Date: December 5, 2022
To: Mayor and Town Board
From: Jessica Humphries, Admin Services Director
Re: Water Surcharge Policy Discussion - J. Humphries, Administrative Services Director
Item #: B.1.

Background / Discussion:

During the permitting process, raw water is dedicated to a property and is dependent on the use of the property per section 13-2-80 of the municipal code. The expectation is that the amount of water dedicated remains constant throughout the property's use, thus not creating any unfunded demand on the Town's raw water supply. A recent analysis of commercial and industrial water usage in comparison to the dedicated water for each property has shown that there is water use that exceeds dedication. This creates a deficit in the Town's raw water supply. And if a property is using more than the amount dedicated, more water needs to be acquired to meet that demand. To ensure that all raw water requirements are satisfied, staff is purposing a raw water surcharge applicable to commercial and industrial customers who exceed their water dedication in a calendar year.

Staff will provide a presentation of the purpose and execution of a raw water surcharge, as well as examples of the application of the surcharge. The intent is to start the discussion with Town Board to gain understanding and gather direction to move incrementally forward on establishing a raw water surcharge.

Financial Impact:

Relationship to Strategic Plan:

Recommendation:

CC:

Attachments:



MEMORANDUM

Date: December 5, 2022
To: Mayor and Town Board
From: Sandra Mezzetti, Senior Planner
Re: Jacoby Meadows Senior Housing, Windsor Housing Authority, Fee Waiver Request - S. Mezzetti, Senior Planner
Item #: B.2.

Background / Discussion:

The Town Board previously approved fee waivers in the amount \$651,839, in January 2021, for the construction of the Golden Meadows Senior Development, renamed "Jacoby Meadows Senior Apartments". However, the project did not move forward because it did not receive the required funding needed from the Colorado Housing and Finance Authority (CHFA). The 2021 resolution has since expired.

The site plan has been redesigned to include two three-story buildings with the same number of dwelling units, 123, as previously proposed. In addition, the project includes additional landscaping and buffering adjacent to the Windshire Park Subdivision along the west property line, walking trails and site amenities such as gathering and seating areas. The project is proposed to be constructed in two phases. The Windsor Housing Authority (WHA) requests the fee waiver/new resolution approval for the purpose of project feasibility. The fee waiver request is for the construction costs of phase one only. The WHA will also be submitting an application to CHFA in February 2023, seeking additional funding assistance for construction costs.

Additionally, the Housing Authority has determined that even with this waiver, it will still be roughly \$2M short to construct this project. They are requesting a cash-match pledge from the Town in the amount of \$500,000, or 25% of their shortfall, with the plan of garnering more grant support for the remainder. A letter with the request is attached.

Financial Impact:

This waiver was not accounted for in the 2022 budget, nor is it accounted for in the 2023 budget. As most of the Town's fees that are being requested to be waived are impact fees or enterprise funds, they must be backfilled with money from the general fund. The same is true for the \$500,000 grant match amount--this is unbudgeted and would need to come from Town reserves.

Relationship to Strategic Plan:

Recommendation:

CC:

Shane Hale, Town Manager
Scott Ballstadt, Director of Planning
Carlin Malone, Chief Planner

Attachments:

1. Resolution 2021-07
2. Draft WHA Jacoby Meadows CHFA TB Resolution Fee Waivers

3. Jacoby Meadows Fee Waiver Request-Presentation
4. WHA_Jacoby Meadows Affordable Senior Apartments Additional Support Request 11.30.22

TOWN OF WINDSOR

RESOLUTION NO. 2021-07

A RESOLUTION OF THE WINDSOR TOWN BOARD IN FAVOR OF THE EFFORTS OF THE WINDSOR HOUSING AUTHORITY IN SEEKING FINANCIAL SUPPORT FROM THE COLORADO HOUSING AND FINANCE AUTHORITY WITH RESPECT TO A SENIOR HOUSING PROJECT PROPOSED FOR A LOCATION WITHIN THE TOWN OF WINDSOR, COLORADO, AND SPECIFYING THE FINANCIAL SUPPORT AVAILABLE IN CONJUNCTION THEREWITH

WHEREAS, the Town of Windsor ("Town") is a Colorado home rule municipality with all powers and authority provided by Colorado law; and

WHEREAS, the Windsor Housing Authority ("WHA") is a Local Housing Authority as defined in Title 29, Article 4, Part 2 of the Colorado Revised Statutes; and

WHEREAS, the WHA has undertaken extensive study and effort for the purpose of bringing to Windsor a high-quality senior housing development of at least 90 units planned to be built in three phases and located at the corner of Weld County Road 15 and Guardian Drive ("Golden Meadows Facility"); and

WHEREAS, the WHA has represented that the proposed budget for the first two phases of the Golden Meadows Facility is approximately \$18,995,425.00; and

WHEREAS, the WHA has requested that the Town consider waivers of its customary development fees to reduce the overall project cost of the Golden Meadows Facility; and

WHEREAS, the Town has previously supported the WHA's efforts at bringing workforce housing development to Windsor through development fee waivers similar to those requested by the WHA for the Golden Meadows Facility; and

WHEREAS, the Town Board has expressed its support for the development of housing options for all economic and demographic strata within the community, including housing options for elderly persons who wish to reside in Windsor; and

WHEREAS, the Town Board, by Resolution No. 2019-82, previously expressed its support for development fee waivers in support of a previous application to Colorado Housing Finance Authority ("CHFA"); and

WHEREAS, the WHA again intends to apply to CHFA for approval of tax credits needed to finance construction of the Golden Meadows Facility; and

WHEREAS, the Town Board wishes to express its support and conditional commitment of development fee waivers to assist the WHA with its appeal to CHFA.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN BOARD OF THE TOWN OF WINDSOR, COLORADO, AS FOLLOWS:

1. The Windsor Town Board supports in full the efforts of the Windsor Housing Authority in seeking tax credits through the Colorado Housing Finance Authority for the construction of the Golden Meadows Facility proposed for the intersection of Weld County Road 15 and Guardian Drive in Windsor, Colorado.
2. Upon approval of the CHFA tax credits, the Town Manager is authorized to approve the following development fee and use tax waivers:
 - Town Administrative Fee: Approximately \$12,600.00;
 - Water Plant Investment Fee: Approximately \$130,284.00;
 - Sanitary Sewer Plant Investment Fee: Approximately \$60,984.00;
 - Parks, Trails & Open Space Fee: Approximately \$286,936.00;
 - Storm Drainage New Basin User Fee: Approximately \$21,529.00; and
 - Road Impact Fee: Approximately 139,516.00.

GRAND TOTAL

Not to exceed approximately \$651,839.00

3. Nothing herein shall be deemed a multiple fiscal year obligation, and all future years' fee waivers shall be subject to annual appropriation for any funds needed to account for any impact fee waivers as described above.
4. Nothing herein shall be construed to bind any future Town Board's legislative and fiscal powers.

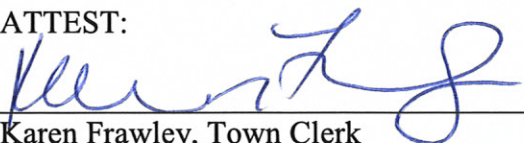
Upon motion duly made, seconded and carried, the foregoing Resolution was adopted this 25th day of January, 2021.

TOWN OF WINDSOR, COLORADO

By: _____

Paul Rennemeyer, Mayor

ATTEST:


Karen Frawley, Town Clerk



TOWN OF WINDSOR
RESOLUTION NO. 2022-XX

A RESOLUTION OF THE WINDSOR TOWN BOARD IN FAVOR OF THE EFFORTS OF THE WINDSOR HOUSING AUTHORITY IN SEEKING FINANCIAL SUPPORT FROM THE COLORADO HOUSING AND FINANCE AUTHORITY WITH RESPECT TO A SENIOR HOUSING PROJECT PROPOSED FOR A LOCATION WITHIN THE TOWN OF WINDSOR, COLORADO, AND SPECIFYING THE FINANCIAL SUPPORT AVAILABLE IN CONJUNCTION THEREWITH

WHEREAS, the Town of Windsor ("Town") is a Colorado home rule municipality with all powers and authority provided by Colorado law; and

WHEREAS, the Windsor Housing Authority ("WHA") is a Local Housing Authority as defined in Title 29, Article 4, Part 2 of the Colorado Revised Statutes; and

WHEREAS, the WHA has undertaken extensive study and effort for the purpose of bringing to Windsor a high-quality senior housing development of at least 62 units planned (Phase 1) to be built and located at the corner of Weld County Road 15 and Guardian Drive ("Jacoby Meadows Senior Apartments"); and

WHEREAS, the WHA has represented that the proposed budget for Phase 1 of the Jacoby Meadows Senior Apartments is approximately \$26,206,149.00; and

WHEREAS, the WHA has requested that the Town consider waivers of its customary development fees to reduce the overall project cost of the Jacoby Meadows Senior Apartments; and

WHEREAS, the Town has previously supported the WHA's efforts at bringing workforce housing development to Windsor through development fee waivers similar to those requested by the WHA for the Jacoby Meadows Senior Apartments; and

WHEREAS, the Town Board has expressed its support for the development of housing options for all economic and demographic strata within the community, including housing options for elderly persons who wish to reside in Windsor; and

WHEREAS, the Town Board, by Resolution No. 2021-07, previously expressed its support for development fee waivers in support of a previous application to Colorado Housing Finance Authority ("CHFA"); and

WHEREAS, the WHA again intends to apply to CHFA for approval of tax credits needed to finance construction of the Jacoby Meadows Senior Apartments; and

WHEREAS, the Town Board wishes to express its support and conditional commitment of development fee waivers to assist the WHA with its appeal to CHFA.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN BOARD OF THE TOWN OF WINDSOR, COLORADO, AS FOLLOWS:

1. The Windsor Town Board supports in full the efforts of the Windsor Housing Authority in seeking tax credits through the Colorado Housing Finance Authority for the construction of the Jacoby Meadows Senior Apartment Facility proposed for the intersection of Weld County Road 15 and Guardian Drive in Windsor, Colorado.
2. Upon approval of the CHFA tax credits, the Town Manager is authorized to approve the following development fee and use tax waivers:
 - Town Administrative Fee: Approximately \$18,050.00;
 - Water Plant Investment Fee: Approximately \$134,193.00;
 - Sanitary Sewer Plant Investment Fee: Approximately \$60,984.00;
 - Windsor Use Tax: Approximately \$319,950.00;
 - Parks, Trails & Open Space Fee: Approximately \$411,990.00;
 - Storm Drainage New Basin User Fee: Approximately \$17,921.00; and
 - Road Impact Fee: Approximately \$175,460.00.

GRAND TOTAL	Not to exceed approximately \$1,138,548.00
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3. Nothing herein shall be deemed a multiple fiscal year obligation, and all future years' fee waivers shall be subject to annual appropriation for any funds needed to account for any impact fee waivers as described above.
4. Nothing herein shall be construed to bind any future Town Board's legislative and fiscal powers.
5. This Resolution shall supersede and rescind all prior Town Board Resolutions adopted with respect to the project formerly known as the Golden Meadows Facility.

Upon motion duly made, seconded and carried, the foregoing Resolution was adopted this 12th day of December, 2022.

TOWN OF WINDSOR, COLORADO

Paul Rennemeyer, Mayor

ATTEST:

Karen Frawley, Town Clerk

[Seal]



Fee Waiver Request

Jacoby Meadows Senior Apartments
Windsor Housing Authority

Sandra Mezzetti, Senior Planner

Town Board Work Session, December 05, 2022



Jacoby Meadows Senior Apartments Site Vicinity Map





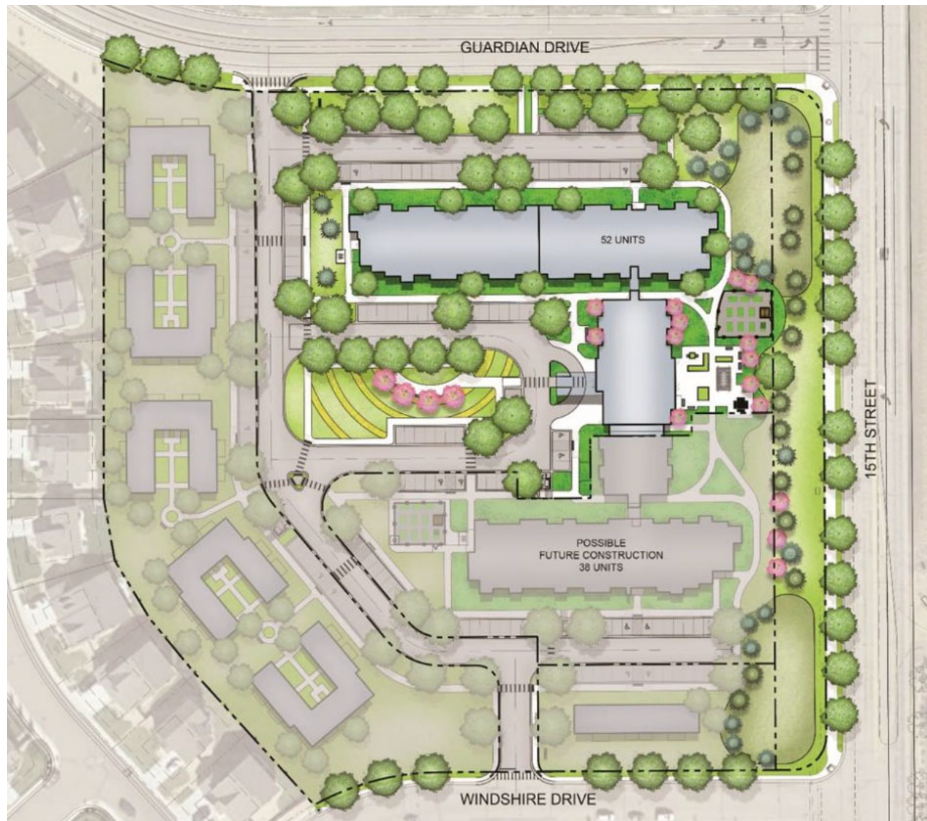
Site Plan

JACOBY MEADOWS





Site Plan Comparison



Previous Site Plan

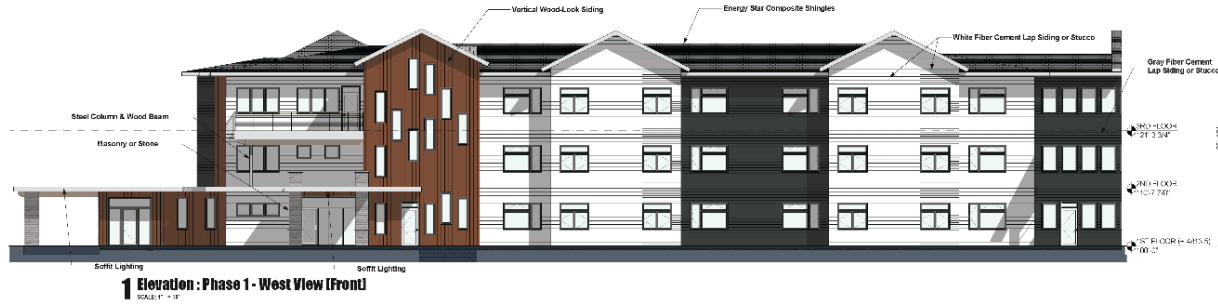


Current Site Plan





Phase 1 Elevations

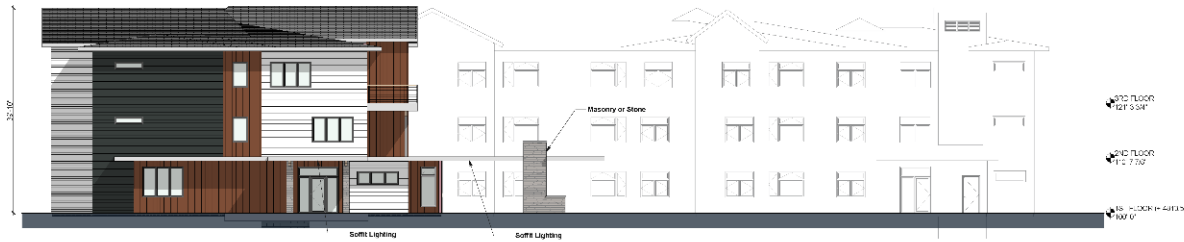




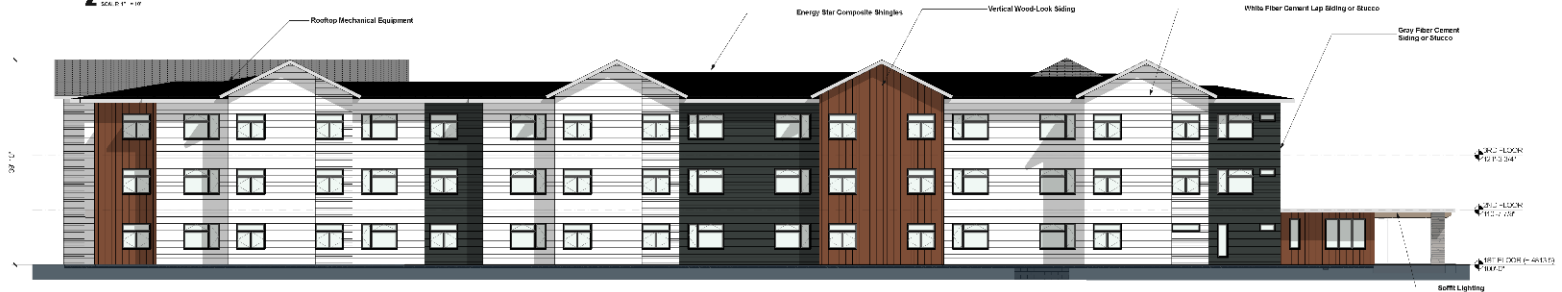
Phase 1 Elevations



1 Elevation: Phase 1 - North View
SCALE: 1" = 10'



2 Elevation: Phase 1 - North View (Side)
SCALE: 1" = 10'



3 Elevation: Phase 1 - East View
SCALE: 1" = 10'

WORKSHOP8
ARCHITECTURE INTERIORS GRAPHICS

3014 BLUFF STREET / 200
BOULDER, CO 80501
303.442.3700
WORKSHOP8.CO



Rendering Comparison



Golden Meadows Senior Apartments



Jacoby Meadows Senior Apartments



Sources & Uses

Source		Uses	
Perm Mortgage	\$ 5,300,000	Land	\$ 1,000,000
Tax Credit Equity	\$ 12,903,710	New Construction / Site Work / Permits / Contingency	\$ 17,713,582
State Division of Housing	\$ 3,720,000	Architect & Engineering	\$ 897,900
Department of Local Affairs - 75% ARPA Grant	\$ 1,385,119	Financing & Legal	\$ 3,089,267
Other Sources - 25% match	\$ 461,706	Inspections, Studies, & Tax Credit Fees	\$ 478,515
Town Fee Waivers	\$ 1,138,548	Developer Fees	\$ 2,711,885
WHA Land Note	\$ 500,000	Project Reserves	\$ 315,000
Deferred Developer Fee	\$ 797,066		
Total	\$ 26,206,149	Total	\$ 26,206,149



Fee Waiver Comparison

Fee	Current Request	Previous Amount	Difference
• Town Administrative Fee:	\$18,050.00	\$12,600.00	+ \$5,450
• Water Plant Investment Fee:	\$134,193.00	\$130,284.00	+ \$3,909
• Sanitary Sewer Plant Investment Fee:	\$60,984.0	\$60,984.00	no change
• Park and Trail Development Fee:	\$411,990.00	\$286,936.00	+ \$125,054
• Windsor Use Tax:	\$319,950.00	N/A	new fee request
• Drainage Fee:	\$17,921.00	\$21,529.00	- \$3,608
• Road Impact Fee:	\$175,460.00	\$139,516.00	+ \$35,944
Grand Total:	\$1,138,548.00	\$651,839.00	increase \$486,709



Thank You



November 30, 2022

Shane Hale, Town Manager
Town of Windsor, Colorado
301 Walnut Street, Windsor, CO 80550

Re: Jacoby Meadows Affordable Senior Apartments Planned Development – Funding Gap

Dear Mr. Hale:

As you are aware, the Windsor Housing Authority has a planned development of a new 62-unit senior affordable housing property that we will be presenting to the Town on December 5th, to request their renewal of support in the form of approved fee waivers. The ultimate financing of this project is contingent on a 9% tax credit award from the Colorado Housing and Finance Authority (CHFA) that we will be applying for on February 1, 2023.

This will be the third time the Town has reviewed and approved the fee waivers, assuming that vote goes through in the project's favor. The Housing Authority greatly appreciates the continued support of the Town and is unfortunately in a position where we need to request additional financial support above the fee waiver amount this year. Even with the anticipated fee waivers the current project pro forma results in an approximate \$2 million funding gap, due to rising construction costs, rising interest rates, and lower CHFA maximum allowable rents in Weld County compared to Larimer County. I am working diligently with our Loveland Housing Authority development team to identify all possible cost-saving measures and additional funding sources to fill that gap before our application deadline. We are projecting potential grant opportunities of \$1.5 million and would like to request the Town of Windsor increase their show of local support by pledging \$500,000 or 25% of the identified gap if our project is selected by CHFA. The Town has a recognized need for these additional affordable housing units with the recent loss of Governor's Farm Senior Apartments to a market rate owner, and the reported extreme rent escalations at Alpine Lofts (previously Chestnut Apartments).

Please advise on a possible recommendation to the Town Board for this request. I can be contacted directly at 970-282-2443 with any questions or other information needed.

Thank you,

A handwritten signature in black ink, appearing to read "Frankie Cole", written over a large, light grey circular stamp.

Frankie Cole
Chair, Board of Commissioners
Windsor Housing Authority





MEMORANDUM

Date: December 5, 2022
To: Mayor and Town Board
From: Karen Frawley, Town Clerk
Re: Fair Campaign Practices Act Code and Policy Follow-up Discussion - K. Frawley, Town Clerk
Item #: B.3.

Background / Discussion:

This item is being brought back following direction from Town Board on November 28. The Ordinance has been modified to emphasize its focus on financial disclosure violations, and to eliminate the investigatory role of the Municipal Prosecutor. Investigations under this draft will be done by independent special counsel appointed by the Town Attorney. Hearings will be conducted by a hearing officer appointed by the Presiding Municipal Judge.

We have also prepared a flow chart to illustrate how the process may play out, depending on the decisions built into the Code language. The flow chart may be useful in helping Town Board understand the process.

Financial Impact:

Relationship to Strategic Plan:

Recommendation:

CC:

Attachments:

1. 11-29-22 DRAFT FCPA Ordinance
2. FCPA Complaint Flow Chart

TOWN OF WINDSOR
ORDINANCE NO. [###]

AN ORDINANCE PROVIDING FOR THE REVIEW AND DISPOSITION OF COMPLAINTS
REGARDING FINANCIAL DISCLOSURE REPORTS FILED UNDER THE COLORADO
FAIR CAMPAIGN PRACTICES ACT IN THE TOWN OF WINDSOR

WHEREAS, the Town of Windsor (“Town”) is a Colorado home rule municipal corporation with all powers of self-government provided by law; and

WHEREAS, election practices and administrative regulations are matters of local concern over which the Town has considerable authority independent of state law; and

WHEREAS, the regulation of candidate and ballot issue campaign finance practices is reserved to municipal governments that choose to adopt rules and enforcement mechanisms by official action; and

WHEREAS, the Town Clerk has recommended Town Board adoption of this Ordinance to clarify the municipal processes for evaluation and processing of complaints surrounding candidate and ballot issue campaign finance practices in all municipal elections; and

WHEREAS, the Town Board has considered the recommendations of the Town Clerk and has concluded that the adoption of this Ordinance promotes the public health, safety and welfare as pertaining to the vital role the democratic process plays in Town governance.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN BOARD OF THE TOWN OF WINDSOR, COLORADO, AS FOLLOWS:

Chapter 1 of the Windsor Municipal Code shall be amended by the addition of a new Article IX, which shall read as follows:

Sec. 1-9-10. – Statement of Intent and Purpose.

The intent and purpose of this Article shall be the full, fair and expeditious resolution of complaints arising out of compliance with campaign finance standards applicable to municipal elections within the Town of Windsor.

Sec. 1-9-20 - Definitions. As used in this Article, unless the context otherwise requires:

Article XXVIII shall mean Article XXVIII of the Colorado Constitution.

Curable violation shall mean a failure to file or otherwise disclose required financial information, or any matter for which the Town Clerk concludes an opportunity for amended filing will resolve a complaint filed under this Article.

Hearing officer shall mean a person appointed and authorized to conduct a hearing under Section 1-9-60 below.

Title 1 Article 45 shall mean the Colorado Fair Campaign Practices Act, as applicable to Town municipal elections.

Town Clerk shall mean the Town Clerk for the Town of Windsor, or designee, serving pursuant to Section 1.7 of the Windsor Home Rule Charter.

Town Clerk's rules shall mean the rules of the Town Clerk concerning campaign finance, including rules of the Town Clerk regarding the processing of complaints filed pursuant to this Article.

Sec. 1-9-30. – Complaints.

- (a) Any person who believes that a violation of Article XXVIII or the Town Clerk's rules has occurred may file a complaint with the Town Clerk. The Town Clerk's rules shall prescribe the form and manner of filing complaints under this Article.
- (b) A complaint must be filed no later than ten (10) days after the date on which the complainant either knew or should have known, by the exercise of reasonable diligence, of the alleged violation.
- (c) Every complaint filed pursuant to this Article shall contain a statement affirmed by the complainant as follows:

I hereby affirm under penalty of perjury that this Complaint and all attachments incorporated by reference herein is true and accurate, is filed in good faith, and not out of malice or any other improper motive or purpose.

- (d) Upon receipt of a complaint meeting the requirements of this Article, the Town Clerk shall notify the respondent of the complaint by e-mail or by regular mail if e-mail is unavailable. The Town Clerk's notification under this subsection shall include a brief description of the process by which complaints filed under this Article may be resolved.
- (e) The Town Clerk shall forward any complaint meeting the requirements of this Article to the Town Attorney for the review and engagement of the Town Attorney with respect to the Town Clerk's handling of the complaint. [The Town Attorney may arrange for retention of independent and impartial special counsel].

Sec. 1-9-40. - Initial review.

Within three business days of filing, the Town Clerk shall conduct an initial review of a complaint filed under this Article to determine whether the complaint:

- (1) Was timely filed under Section 1-9-30 (b) above; and

- (2) Specifically identifies one or more violations of Article XXVIII, Title 1 Article 45, or the Town Clerk's rules; and
- (3) Alleges sufficient facts to support a factual and legal basis for the violations of law alleged in the complaint; and
- (4) Contains the affirmation required under Section 1-9-30 (c) above.

Sec. 1-9-40. – Initial Determination, Summary Action, Cure.

- (a) Within five business days of receiving a complaint meeting the requirements of this Article, the Town Clerk shall take one or more of the actions specified in this subsection below:
 - (I) If the Town Clerk makes an initial determination that the complaint was not timely filed, has not specifically identified one or more **campaign finance** violations of Article XXVIII, Title 1 Article 45, or the Town Clerk's rules, does not assert facts sufficient to support a factual or legal basis for an alleged **campaign finance** violation or does not contain the required affirmation, the Town Clerk shall summarily dismiss the complaint. The Town Clerk shall notify the complainant in writing of dismissal, and shall provide a brief written explanation for such dismissal. Summary dismissal by the Town Clerk under this subsection constitutes final agency action for purposes of judicial review.
 - (II) If the Town Clerk, in her sole and absolute discretion, makes an initial determination that the complaint alleges one or more curable **campaign finance** violations, the Town Clerk shall notify the respondent and provide the respondent a reasonable opportunity to cure any curable **campaign finance** violations. The Town Clerk shall specify in writing the steps required for cure and the date upon which cure must be demonstrated by the respondent. In no case shall a respondent be given more than three business days to cure a curable **campaign finance** violation. A respondent may refuse to cure a **campaign finance** violation deemed curable by the Town Clerk under this subsection, but may do so only by filing a written refusal to cure with the Town Clerk within one business day of notification by the Town Clerk under this subsection.
 - (III) If the Town Clerk makes an initial determination that the complaint has specifically identified one or more **campaign finance** violations of Article XXVIII, Title 1 Article 45, or the Town Clerk's rules, and has alleged facts sufficient to support a factual or legal basis for each alleged **campaign finance** violation, and that either a factual finding or a legal interpretation is required, the Town Clerk shall refer the matter for independent review and analysis as provided under Section 1-9-50 below within ten business days of filing, and ~~shall notify the complainant and respondent of such referral~~**refer the matter for determination by a hearing officer.**
- (b) If the Town Clerk determines the respondent has substantially and timely cured each curable **campaign finance** violation for which notice has been issued pursuant to

subsection (a) (II), the Town Clerk shall notify both the complainant and the respondent in writing that each curable **campaign finance** violation has been satisfactorily resolved. The Town Clerk's notification under this subsection (b) constitutes final agency action for purposes of judicial review.

Sec. 1-9-50. – Independent Investigation, Conclusions, Referral for Hearing.

- (a) For any matter not resolved in accordance with Section 1-9-40 (a) (I) or (II) above, the Town Clerk shall refer the matter **to the Town Attorney** for **investigation to the Town Prosecutor**. ~~Upon request of the Town Prosecutor, the Town Attorney may seek~~ the appointment of special investigative counsel ~~as provided in the Town's Home Rule Charter~~.
- (b) For the purpose of an investigation relating to a complaint filed under this Article, ~~the Town Prosecutor or~~ appointed special counsel may ~~request compel~~ the production of any documents or other tangible things that are believed to be relevant or material to the investigation, and shall establish the relevance and materiality in writing. Notwithstanding any other provision of law, documents or other tangible things obtained by ~~the Town Prosecutor or~~ appointed special counsel during the course of an investigation under this Section are not subject to inspection or copying under the Colorado Revised Statutes Title 24, Article 72, Part 2 or Part 3. Notwithstanding any other provision of law, documents or other tangible things obtained by ~~the Town Prosecutor or~~ appointed special counsel during the course of an investigation under this Article and other materials prepared or assembled to assist ~~the Town Prosecutor or~~ appointed special counsel in reaching a decision are declared to privileged work product.
- (c) All membership lists and donor lists obtained by the Town Clerk, ~~the Town Prosecutor~~ and appointed special counsel within the course of any review or investigation under this Article shall not be subject to disclosure. Notwithstanding any other provision of law, any such membership or donor list is not a public record subject to inspection, copying, or any other form of reproduction.
- (d) In determining whether a matter shall be referred for hearing, ~~the Town Prosecutor or~~ appointed special counsel shall take into account the following:
 - (I) The extent of the respondent's noncompliance;
 - (II) The purpose of the **campaign finance** provision violated and whether that purpose was substantially achieved despite the noncompliance; and
 - (III) Whether the noncompliance may properly be viewed as an intentional attempt to mislead.
- (e) ~~The Town Prosecutor or a~~ Appointed counsel shall complete its investigation within twenty business days of referral by the Town Clerk. Upon completion of an investigation under this Section, if ~~the Town Prosecutor or~~ appointed special counsel concludes that **a**

~~matter does not~~ there is insufficient cause to warrant a hearing and should be referred back to the Town Clerk for disposition, the Town Clerk shall resume authority over the matter and dispose of it as provided in Section 1-9-40 (a) (II). ~~If appointed special counsel determines that insufficient cause exists to believe a campaign finance violation of any kind has occurred, appointed special shall dismiss the matter in writing to the Town Clerk. The Town Clerk shall notify the complainant and respondent of any such dismissal. Dismissal by appointed special counsel under this sub-section shall be deemed final agency action.~~

Commented [IM1]: This captures the investigator's ability to send the matter back to the Town Clerk for disposition under Town Clerk's bubbles in the flow chart

Sec. 1-9-60. – Hearings; Role of Municipal Court Judge, Hearing Officer.

- (a) ~~If the Town Prosecutor or~~ appointed special counsel concludes that sufficient cause for a hearing is required to determine whether a campaign finance violation of Article XXVIII, Title 1 Article 45, or the Town Clerk's rules has occurred, ~~the Town Prosecutor or~~ appointed special counsel shall file a formal request ~~for hearing appointment of an independent hearing officer~~ with the Presiding Municipal Court Judge. The request for ~~hearing appointment of an independent hearing officer~~ shall contain a full recital of all facts and claims in support of the request, and shall attach any documents incorporated therein by reference. ~~The Town Prosecutor or a~~ Appointed special counsel shall contemporaneously provide the Town Clerk with a copy of the request for ~~appointment of an independent hearing officer hearing~~.
- (b) Upon receipt of a request ~~for hearing~~ pursuant to subsection (a) of this Section, the Presiding Municipal Court Judge shall appoint an impartial and disinterested hearing officer who shall have experience adjudicating judicial or administrative matters. Such appointment shall be initiated within three business days, and shall be confirmed by the appointed hearing officer within two business days of acceptance.
- (c) Upon receipt of a request for ~~appointment of an independent hearing officer hearing~~ as provided in subsection (a) of this Section, the Town Clerk shall within two business days provide a copy of the request for ~~appointment of an independent hearing officer hearing~~ and incorporated documents to the complainant and the respondent.
- (d) The hearing officer shall undertake scheduling, briefing, argument and conduct of the hearing upon a schedule coordinated with the respondent and, if the complainant is permitted to participate, the complainant. The hearing officer shall have complete control over scheduling of matters referred for determination by hearing, ~~including the authority to consolidate matters for efficient determination of pending campaign finance complaints.~~
- (e) A complainant or any other person not a respondent may seek permission to intervene as *amicus curiae* from the hearing officer. The hearing officer shall have full and absolute discretion to permit intervention of *amicus curiae*, with due regard for whether a person may be affected or aggrieved in fact by the outcomes.

Sec. 1-9-70. - Conduct of hearings, Decisions.

- (a) The hearing officer shall preside over any hearing under this Article, and shall regulate the proceedings in a manner calculated to provide due process, efficiency and justice to the respondent and persons permitted as intervenors. The hearing officer shall be authorized to postpone, continue and recess any hearing convened pursuant to this Article for good cause. The admissibility of evidence shall be determined in substantial (but not necessarily strict) compliance with the Colorado Rules of Evidence. Motions shall be permitted only to the extent expressly authorized by the hearing officer.
- (b) Within ten business days of receipt of all evidence and argument as permitted by the hearing officer, the hearing officer shall render a decision in writing, in which all findings of fact, determinations of law and penalties, if any, shall be set forth. The hearing officer's decision shall be presented to the Town Clerk for circulation to the complainant, the respondent and intervenors. The decision of the hearing officer shall be deemed final agency action for purposes of judicial review.

Sec. 1-9-80. - Miscellaneous matters, collections, procedure exclusive, promulgation of Town Clerk's Rules.

- (a) The Town Clerk may pursue ~~enforcement of any final determination and~~ collection of any ~~lawful~~ unpaid penalty imposed ~~by a decision of the hearing officer in any manner as~~ provided by law.
- (b) The provisions of this Article shall be the sole and exclusive manner of resolving any ~~campaign finance~~ complaint arising out of an alleged violation of Article XXVIII, Title 1 Article 45, or the Town Clerk's rules.
- (c) The Town Clerk's Rules shall be made available to the public through all means customarily used by the Town Clerk for the dissemination of election-related information.

Introduced and passed on first reading and ordered published this [date].

TOWN OF WINDSOR, COLORADO

Paul Rennemeyer, Mayor

ATTEST:

Karen Frawley, Town Clerk

[Seal]

Passed on second reading, and ordered published this [date].

TOWN OF WINDSOR, COLORADO

Paul Rennemeyer, Mayor

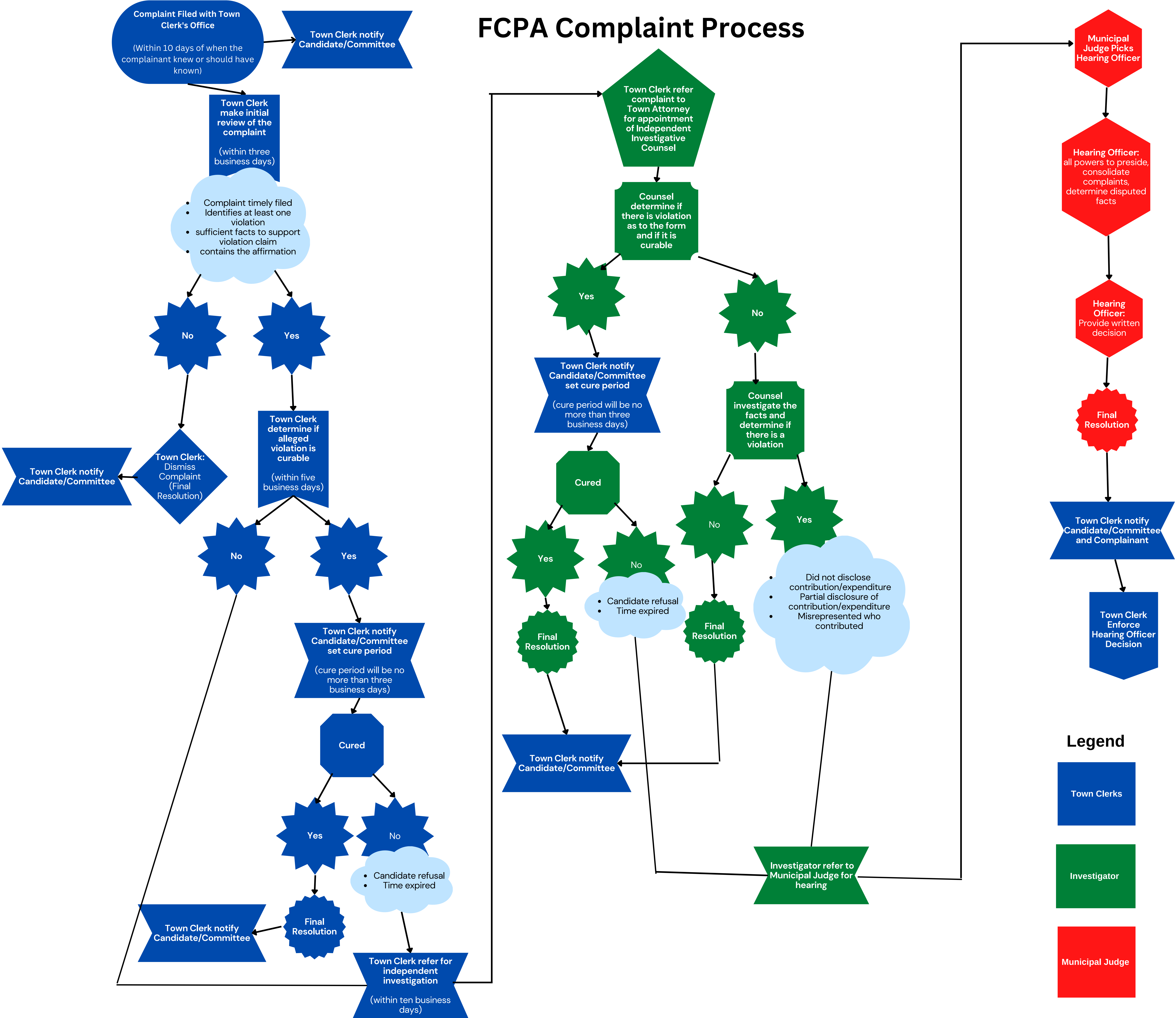
ATTEST:

Karen Frawley, Town Clerk

[Seal]

DRAFT

FCPA Complaint Process





MEMORANDUM

Date: December 5, 2022
To: Mayor and Town Board
From: Shane Hale, Town Manager
Re: Future Meetings Agenda
Item #: B.4.

Background / Discussion:

Financial Impact:

Relationship to Strategic Plan:

Recommendation:

CC:

Attachments:

1. 2022 Future Meetings Agenda



FUTURE TOWN BOARD MEETINGS

December 12, 2022 5:30 p.m.	Town Board Work Session Board/Manager/Attorney Monthly Meeting Road Impact Fees
December 12, 2022 7:00 p.m.	Town Board Regular Meeting
December 14, 2022 6:30 p.m. – 8:30 p.m.	Board/Manager/Attorney Dinner Social
December 19, 2022	Canceled
December 26, 2022	Canceled – Christmas Holiday
January 2, 2023	Canceled – New Year’s Holiday
January 9, 2023 5:30 p.m.	Town Board Work Session Board/Manager/Attorney Monthly Meeting Treatment Authority IGA Main Street Alternate Route Study Update
January 9, 2023 7:00 p.m.	Town Board Regular Meeting
January 16, 2023	Canceled – MLK Holiday
January 23, 2023 5:30 p.m.	Town Board Work Session Meet the Board – New Employees Windsor Energy Action Plan Update Roadway Safety Program – Tentative
January 23, 2023 7:00 p.m.	Town Board Regular Meeting
January 30, 2023	Canceled – 5 th Monday

Future Work Session Topics

- DDA Entertainment District
- Telecom Code (Pending FCC Rules)
- Regional Water Treatment Plant Site Update
- Weld RE-4 School Land Dedication/Cash in lieu of Land Update
- Roadway Safety Program (January)
- Windsor Energy Action Plan Update (January 23rd)
- Main Street Alternate Route Study Update (January 9th)??



MEMORANDUM

Date: December 5, 2022
To: Mayor and Town Board
From: Paul Rennemeyer, Mayor
Re: Resolution No. 2022-77 - A Resolution Approving the Retention of an Executive Search Firm for General Counsel Services and Authorizing the Mayor to Execute a Professional Services Agreement in Relation Thereto
Item #: C.1.

Background / Discussion:

Financial Impact:

Relationship to Strategic Plan:

Recommendation:

CC:

Attachments:

1. 11-29-22 TB Resolution approve Gorgey- columbia exec search firm
2. 11-30-22 TA exec search Columbia PSA (gorgey signed)

TOWN OF WINDSOR

RESOLUTION NO. 2022-77

A RESOLUTION APPROVING THE RETENTION OF AN EXECUTIVE SEARCH FIRM FOR GENERAL COUNSEL SERVICES AND AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT IN RELATION THERETO

WHEREAS, the Town of Windsor (“Town”) is a Colorado home rule municipality with all powers and authority provided by Colorado law; and

WHEREAS, the Town Board requires the services of an executive search firm for assistance with retention of a successor Town Attorney following the departure of Ian D. McCargar; and

WHEREAS, the Town Board has received responses to its Request for Qualifications, has considered the applicants, and has concluded that retention of Columbia ltd is appropriate; and

WHEREAS, the Town Board finds that adoption of this Resolution promotes the public health, safety and welfare.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN BOARD OF THE TOWN OF WINDSOR, COLORADO, AS FOLLOWS:

1. Columbia ltd is hereby retained for the purpose of assisting the Town Board in choosing a qualified person to serve as Town Attorney following the departure of Ian D. McCargar.
2. The Mayor is hereby authorized to execute a Professional Services Agreement with Columbia ltd in substantially the form attached hereto.

Upon motion duly made, seconded and carried, the foregoing Resolution was adopted this 5th day of December, 2022.

TOWN OF WINDSOR, COLORADO

By: _____
Paul Rennemeyer, Mayor

ATTEST:

Karen Frawley, Town Clerk

[Seal]

**PROFESSIONAL SERVICES AGREEMENT
(Town Attorney Executive Search Services)**

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into this 30th day of November, 2022, by and between the TOWN OF WINDSOR, a Colorado home rule municipality (“Town”) and COLUMBIA LTD, a Colorado limited liability company (“Consultant”).

RECITALS

WHEREAS, the Town desires to retain a qualified executive search firm during the first two quarters of 2023 to assist in the evaluation and selection of a legal professional to serve as the Town Attorney (“Services”); and

WHEREAS, Consultant is in the business of providing Services of this type and purpose; and

WHEREAS, Consultant has acknowledged its willingness to undertake the provision of Services to the Town; and

WHEREAS, the parties hereto wish to memorialize the terms and conditions under which Consultant will provide the Services to the Town, and under which Consultant will be compensated for the Services.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING RECITALS, THE PARTIES AGREE AS FOLLOWS:

I. Scope of Work.

In general, the Scope of Work for the Services is set forth in pages 5-8 of Consultant’s Proposal dated November 3, 2022, the entirety of which is attached hereto and incorporated herein by this reference as **Exhibit A**. The Services under this Agreement shall adhere to the services identified in Exhibit A, unless the parties in writing agree to a modification of the Scope of Work.

II. Project Commencement, Progress and Completion.

A. Consultant shall commence the Services upon the execution of this Agreement. The Services shall be substantially completed as described in Exhibit A, subject to extensions as may be approved by the Town.

B. The Services shall be considered substantially complete when all Services described in Exhibit A have been provided, and all claims for payment of services by Consultant have been settled in accordance with the terms and conditions set forth in Section V below.

III. Relationship of Consultant to Town.

A. Consultant acknowledges that it, its employees and sub-contractors are in the relationship of independent contractor, and not as employees of the Town. Nonetheless, Consultant accepts the relationship of trust and confidence established between it and the Town by this Agreement. Consultant covenants with the Town to furnish its best skill and judgment and to assure the Services are undertaken and completed as contemplated herein.

B. The Town's representative for all purposes under this Agreement is Mayor Paul Rennemeyer, and all communications from Consultant to the Town associated with the Services shall be directed to Mayor Rennemeyer's attention, except as he may otherwise specifically designate.

C. From time to time, the remaining members of the Windsor Town Board may seek communication and consultation with Consultant during the term of this Agreement. Consultant may communicate with any Town Board Member(s). If Consultant communicates with any Town Board Member(s), Consultant shall contemporaneously communicate with Mayor Rennemeyer in writing as to the substance of Town Board Member(s) communication.

IV. Representations of the Parties.

A. Consultant's Representations.

Consultant has the requisite experience, training, personnel and resources to complete the Services within the time frames set forth herein, and in accordance with the tasks and elements contained within Exhibit A.

Consultant has familiarized itself with the nature and the extent of this Agreement, the nature of the undertaking, and all other factors that in any manner may affect cost, progress, or performance of the work, or apply in any manner whatsoever to the work.

B. Town's Representations.

The Town is a home rule municipal corporation, governed by the laws and Constitution of the State of Colorado. The Town has appropriated the funds from which payment to Consultant will be made in accordance with this Agreement.

V. Payments to Consultant.

A. Budget.

Consultant agrees to perform the services described in Exhibit A for a sum not to exceed Twenty-Five-Thousand Dollars (\$25,000.00), subject to Optional Services and Costs as described in Exhibit A, as full payment for the performance of the Services contemplated under this Agreement.

B. Periodic Payments.

Three (3) equal periodic payments to Consultant shall be made in accordance with the Payment Terms set forth on page 9 of Exhibit A.

VI. Deliverables.

In addition to the Services as described in Exhibit A, Consultant shall also deliver electronic copies of the Candidate Profile, Report of Recommended Candidates, and Report of Finalists.

VII. Ownership of Documents.

All Deliverables, resumes, cover letters, and written responses to questionnaires from all applicants shall become the property of the Town.

VIII. Indemnification.

Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Town, its officers, directors and employees, against all claims, damages, liabilities or costs, including reasonable attorneys' fees and defense costs, incurred in connection therewith, resulting from, or arising out of the negligent acts, errors or omissions of Consultant, its subcontractors, or anyone else for whom Consultant is legally liable, in the performance of Consultant's services under this Agreement. Consultant shall not be obligated to indemnify the Town in any manner whatsoever for the Town's own negligence.

IX. Insurance and Bonds.

A. Consultant shall carry and provide proof of the following policies of insurance at all times during its services to the Town:

- (1) \$1,000,000 Business, \$1,000,000 E&O/Professional Liability, and \$1,000,000 General Aggregate through USLI Insurance.
- (2) Automobile liability insurance is provided by Farmers Insurance (\$250,000/\$500,000 Bodily Injury, \$100,000 Property Damage).
- (3) Workers compensation insurance provided by Pinnacol Assurance of Denver, CO, for all Consultant employees.

X. Costs and Attorneys' Fees.

In the event of litigation enforcing or interpreting the terms of the within Agreement, and only in which the Town is deemed a "prevailing party, the Town shall be entitled to an award of attorney fees and costs of suit. Nothing in this Section X shall be deemed a waiver of any constitutional or statutory protections afforded to municipal governments under Colorado law.

XI. No Assignment.

This Agreement shall not be assigned by Consultant without the prior written approval of the Town. However, Consultant shall have the right to employ such assistance as described in Exhibit A for the performance of the Service, including the use of subcontractors, which employment shall not be deemed an assignment of Consultant's rights and duties hereunder.

XII. Termination.

Either party may terminate this Agreement upon written notice to the other, which termination shall not take effect for a period of thirty (30) days following issuance of such notice. Upon termination and as exclusive compensation to Consultant, Consultant shall be entitled to payment of all undisputed sums accruing for Services performed in accordance with the terms of this Agreement prior to the notification date. Upon payment of such undisputed sums by the Town, the Town shall receive all data, reports, findings and materials arising out of the Services developed by Consultant prior to the notification date.

XIII. Governing Law, Place of Trial.

In the event of any dispute arising out of this Agreement, the Town and Consultant first agree to mediate the dispute informally before pursuing any other legal remedies. If mediation does not resolve the dispute, the parties agree to the exclusive jurisdiction and venue of the state courts of Colorado, sitting in Weld County, in connection with any dispute arising out of or in any matter connected with this Agreement. The parties further agree that the interpretation and enforcement of the within Agreement shall be in accordance with Colorado law.

WHEREFORE, the parties execute this Agreement on the date first appearing above.

TOWN OF WINDSOR, COLORADO

COLUMBIA LTD

By: _____
Paul Rennemeyer, Mayor

By: Andrew Gorgey
Andrew Gorgey, CEO



November 3, 2022

Hon. Paul Rennemeyer, Mayor, and
Members of the Board of Trustees
Town of Windsor
301 Walnut Street
Windsor, CO 80550
(via electronic mail to shale@windsorgov.com)

Dear Mayor Rennemeyer and Board Members:

Thank you for inviting Columbia Ltd to compete for the opportunity to assist the Town of Windsor in the recruitment of a new Town Attorney.

For almost six years, I have served as the lead recruiter in nearly 100 successful executive recruitments on behalf of local governments in seven western states, with a heavy emphasis in Colorado. Recruitments most relevant to this proposal are the City Attorney recruitments in Cortez, CO, and Prescott, AZ, both successfully completed in 2022.

I would serve as Windsor's recruiter. I have served 23 of the last 25 years in Colorado local government, including experience as a county manager, city manager (acting), deputy district attorney, county attorney, and district counsel, including 17 years at the executive level, both full- and part-time. I remain active in the Colorado Bar Association's Government Counsel Section. Based in Colorado Springs, I also have extensive experience recruiting in northern Colorado, including in Loveland, the Loveland Downtown Partnership (and the Development Authority), Severance, Timnath, Wellington, and Windsor.

The attached proposal includes more detailed information regarding Columbia Ltd, the search process and timeline, professional fee and expenses, a placement guarantee, and references.

Please feel free to call me directly at (970) 987-1238 if you have any questions.

Sincerely,

/s/ Drew

Andrew (Drew) Gorgey
CEO and Founder

Attachment

EXHIBIT A

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Columbia ltd

In General

Columbia ltd provides executive search services to local government agencies throughout the western United States. Founded and incorporated in 2016 by Chief Executive Officer and lead recruiter Andrew Gorgey, the firm maintains its principal place of business and headquarters in Colorado Springs, Colorado. Please visit: <https://columbialtd.com>.

Mayors, commissioners, supervisors, council members, trustees, directors, and board members trust Columbia ltd to help them with one of the most important decisions they will ever make, choosing their next manager. Similarly, managers and human resources professionals trust Columbia ltd to find high-performing professionals to complete their leadership teams.

“Excellence in executive recruiting.”

The essence of our motto, “Excellence in executive recruiting,” is a deep commitment to our clients and the communities we serve. We listen actively, and carefully. Through diligence, a strong work ethic, working with a sense of urgency, attention to detail, and anticipation of every client agency’s unique needs, we are able to find the chief executive, director, manager, or department head, who best fits the community, its elected officials, the organization, and its professional management. We help you find the ideal candidate to address the challenges you are facing now, to execute faithfully your policy priorities, to help develop strategy and meet your goals, and to provide solid, consistent leadership and management for years to come.

Values-based. Mission-driven.

Columbia ltd is the executive recruiter of choice in the western United States. This is because we are completely committed to a principle-centered, values-based approach to the essential local government function of bringing the best-qualified professionals into the organization. Everything we do is fueled by these eight values: **Excellence, Professionalism, Ethics, Courage, Adaptability, Innovation, Continual Improvement, and Service**. These are not just words – these are core values to which we adhere every day. Living our values allows us to meet

Our Mission:

We serve local governments and their citizens through excellence in executive recruiting, advancing organizations, improving teams, and enhancing communities, one recruitment at a time.

We ensure each client agency has meaningful choice between highly-qualified candidates, who meet the needs of the organization and community, in every professional discipline for which we recruit.

We are committed to maintaining a positive, professional working environment, and to the professional development of every Columbia ltd team member.

Experience

Columbia ltd will celebrate its six-year anniversary in December, 2022. In its early years, Columbia ltd provided executive recruiting services to an established, California-based executive search firm. At that time, client contracts were with that firm. Columbia ltd and Andrew Gorgey provided professional services, served as lead recruiter, and successfully completed the recruitments. With that in mind, Columbia ltd has successfully completed dozens of city/county manager and other recruitments in five states, and over 50 other executive recruitments in seven western states in every major discipline.

Commitments to Local Government and Professional Development

Columbia ltd is an associate member of the Colorado Municipal League and a cooperating member of the Washington City/County Management Association. At the invitation of the International City/County Management Association (ICMA), Columbia ltd offers training and advisory services to local government managers in career transition. Columbia ltd is also a proud sponsor of the City/County Management Associations in Arizona, Colorado, and Washington. Andrew Gorgey has lectured on recruiting trends, interviewing, and related topics at the state management conferences in those three states, and at the Schools of Public Affairs at the University of Colorado and Arizona State University, and at Arizona’s Next Generation Leadership Conferences at the University of Arizona in Tucson, and in Scottsdale.

THE Columbia ltd TEAM

Philosophy

The philosophy of Columbia ltd is that citizens are the ultimate client in every executive recruitment we perform, so that in addition to our values-based, mission-driven approach, we are always aware of the public service underlying our professional services. In this way, we help elected officials hire the best chief executives, and we help chief executives hire the best new additions to their executive leadership teams.

Although we have considerable geographic reach, we carefully manage both the number of recruiting assignments we accept, and more important, when and how we accept them. This allows us to maintain the highest possible service level for all clients, because each recruiter maintains a limited, manageable number of assignments at any given time. Furthermore, each recruiter's assignments are appropriately scheduled, so that clients never compete against each other for the same talent, and every client, recruitment, and process step receive the recruiter's full, effective attention.

Your Team

Andrew Gorgey, CEO and Founder

Since founding Columbia ltd in 2016, Andrew (Drew) Gorgey has established himself as one of the premiere executive recruiters in the United States. A sought-after industry professional, Mr. Gorgey has completed dozens of major executive recruitments in Arizona, California, Colorado, New Mexico, Oregon, Utah, and Washington.

Mr. Gorgey has served in Colorado local government for 22 of the last 24 years, including 11 years at the executive and management levels, making his first executive hire in 2004. Mr. Gorgey served as County Manager and County Attorney for Garfield County in Glenwood Springs, Colorado. He also served as First Assistant and Chief Deputy County Attorney in El Paso County in Colorado Springs, Colorado. In addition, Mr. Gorgey served as Acting City Manager for the City of Glenwood Springs. Mr. Gorgey continues to serve local government as General Counsel to the Garfield County FML District, a part-time executive position he has held since June 2011. He continues to serve local governments throughout the United States as leader of Columbia ltd, and as an executive recruiter.

Mr. Gorgey is gifted at organizational assessment and accurate analysis of an entity's business case, critical in effective executive recruitment. His candid, genuine, and respectful style, discretion, professionalism, and legendary work ethic are all major benefits to client agencies, as are his experience and expert-level communications skills. Mr. Gorgey's strong skills in talent identification, recruitment, development and retention, and his commitment to excellence in the hiring process, have helped many diverse organizations advance, improve, and meet their strategic objectives quickly.

Moving to Colorado in 1987, Mr. Gorgey began his career in the resort and hospitality industry, serving as a Corporate Trainer for The Broadmoor, a Forbes Five-Star and AAA Five-Diamond Resort in Colorado Springs. He later served as Editor of *The Colorado Springs Business Journal*. Since his youth, Mr. Gorgey has been an enthusiastic student of leadership, dedicating substantial volunteer hours to leadership positions in various professional associations. The El Paso County Bar Association in Colorado Springs named Mr. Gorgey "Outstanding Young Lawyer" in 1999 and elected him one of the Association's youngest Presidents in 2003-04. Mr. Gorgey twice served the Colorado Bar Association as Vice President. He is also Past President of the Association of Colorado County Administrators. Mr. Gorgey has lectured on leadership at the American Bar Association's prestigious Bar Leadership Institute in Chicago, the Colorado Bar Association's Bar Leadership Training course (COBALIT), and the Special District Association of Colorado's Leadership Academy, among others. He has lectured on recruitment, interviewing, and related topics at the City/County Management Association conferences in Arizona, Colorado, and Washington, as well as at the Arizona State University School of Public Affairs and Arizona's Next Generation Leadership Conference at the University of Arizona. He completed the International City/County Management Association's (ICMA's) Gettysburg Leadership Institute in 2017.

Mr. Gorgey holds an undergraduate degree in English from the University of Colorado, as well as a Juris Doctor from the University of South Carolina School of Law. He has been a member of the Glenwood Springs Sunset Rotary Club since 2015, serving as the club's Scholarship Chairman for many years.

Sue Autry, Senior Executive Recruiter and Strategist

Based in Westchester County, New York, Sue Fowler Autry has a reputation for professionalism in human resources and executive recruitment enjoyed by few others in the United States. Following successful careers in banking, elite private-sector executive recruiting (Texas), employment law, finance, and manufacturing, Ms. Autry held executive leadership and management positions for 20 years in local government human resources.

Creative and resourceful, Ms. Autry meets the challenges of every assignment, regardless of difficulty, with a “can do” attitude. Her career started in banking, where she was the first female Officer Candidate in a large Atlanta bank. Under a Consent Decree at the time, the bank retained Ms. Autry to focus on affirmative action, compliance, and recruiting. After a few years, Ms. Autry’s talent and excellent reputation drew the attention of several executive search firms.

A private sector executive search firm noticed Ms. Autry’s success managing the bank’s college recruiting, executive hiring, and manpower planning. The firm’s partners invited her to Dallas and within a year made her an equal partner. Ms. Autry’s strong intuition and relationship-building skills with clients brought success. Her work in affirmative action and compliance piqued her interest in law, so after years of successful recruiting practice, she sold her company shares to her partners and was admitted to the Southern Methodist University School of Law.

After graduation, she practiced employment and labor law at Haynes and Boone, LLP (Dallas). In the years that followed, Ms. Autry was recruited away from the firm to major private sector assignments including with First National Bank of Texas, where she improved operations of the \$9 billion personal trust administration department. She was recruited a second time to the team that brought Northern Trust of Chicago to Texas. Northern Trust as Statewide Marketing Director. In an unexpected turn, family health issues led her to assume responsibility for her spouse’s footwear manufacturing company. As President and CEO, Ms. Autry transformed the company from manufacturing to licensing of the company’s patents and trademarks.

Ms. Autry transitioned to the public sector as a human resources consultant, but the City of Colorado Springs, Colorado, quickly hired her full-time to manage employee relations, disciplinary hearings, executive recruitments, pay for performance, performance management, and benefits. She redrafted all of the City’s policies and procedures. El Paso County, CO, recruited her to a similar role, but the City soon recruited her back to serve as Human Resources Manager for the police department. The police chief quickly promoted her, giving Ms. Autry responsibility for Management Services (finance, human resources, information technology, records and ID, the volunteer program, fleet, facilities, and asset management). In Colorado’s second-largest city, Ms. Autry was the only civilian on the chief’s command staff.

Her years of success in both the private and public sectors uniquely position Ms. Autry to help clients resolve difficult organizational challenges. She understands city and county organizations in a way most search consultants never will. Ms. Autry excels in identifying candidates in alignment with Columbia Ltd’s mission of advancing organizations, improving teams, and enhancing communities, one recruitment at a time.

Ms. Autry holds bachelor’s and master’s degrees from Georgia State University, as well a Juris Doctor from the Southern Methodist University School of Law.

Elizabeth (Liz) Eubank, Administrative Assistant

Elizabeth (Liz) Eubank came to Columbia Ltd as an award-winning customer service specialist from Vail Resorts (Colorado), where she earned the Spirit of Beaver Creek (Ski Resort) Award in recognition of her professionalism and her exemplification of corporate values. During her tenure, Ms. Eubank led The Ambassadors, an essential guest service group, and Street Team “On the Spot,” an employee engagement program. She also completed extensive leadership training in emotional intelligence, the DISC assessment, managing expectations, team dynamics, leadership communications, delivering performance feedback, developing talent on the team, championing change, coaching to develop, and navigating conflict. In addition to over 17 years of experience in hospitality and customer service, Ms. Eubank previously worked for the Town of Vail, Colorado, as a local government concierge. Ms. Eubank also has

considerable direct experience with information technology, and diverse experience in emergency medicine, health care, and live theater.

Ms. Eubank brings a formidable work ethic and strong sense of professionalism to Columbia ltd, where she creates a highly-organized, welcoming environment, which is a solid base for true teamwork and excellent client relations.

Ms. Eubank holds a bachelor's degree (Sociology), *magna cum laude* and with distinction, from the University of Colorado. She also has certifications in Yoga Teacher Training, Health Coaching, and running a chainsaw.

Michelle Holder, Research Manager

Formerly with the City of Aspen, Colorado, Michelle Holder brings skill and excellence to Columbia ltd in several areas pertaining to local government: project management, community engagement, program management, priority-based budgeting, sustainability reporting, and research. A Certified Professional Project Manager, Lean Six Sigma Green Belt, and graduate of the highly-regarded Roaring Fork Leadership Academy (Aspen), she is passionate about empowering communities by helping them realize their largest goals. Ms. Holder earned her bachelor's degree (Political Science and Criminology) from the University of Florida and her Master of Public Administration degree from the University of North Carolina at Chapel Hill. She is based in Portland, Oregon.

Kathy Callaway Conarro, Art Director

Kathy Callaway Conarro has been a graphic designer for over twenty years. The art director and production manager at a reputable alternative news weekly in the United States for over ten years, she also served for over five years as creative director at a fast-growing, international professional sports corporation, before relocating to Central America. Ms. Conarro ensures every local government client is marketed in a genuine, positive, and impactful way and offers creative guidance in corporate marketing.

Ms. Callaway Conarro holds a bachelor's degree in art with an emphasis in graphic design from Western Washington University. She works from her office in Roatán, Honduras.

Background Checking, Candidate Evaluation, Social Media, Marketing, and Cybersecurity

Columbia ltd retains experts and contracts with established vendors in key areas related to background checking, emotional intelligence and integrity testing, social media, marketing, and cybersecurity, all essential aspects of an effective, confidential, successful, and safe recruitment process.

RECRUITMENT PROCESS

Professional executive recruitment generally follows the service steps described below. Columbia ltd can customize the recruitment process to meet your specific needs.

First Steps

The recruitment begins with a brief, organizational conference call or videoconference meeting, a time when we get to know each other, manage initial administrative details, and discuss a preliminary schedule for the recruitment. Your Recruiter is the project manager for Columbia ltd, and likewise, we ask that you identify a single point of contact to serve as a project manager on behalf of Windsor. During this meeting, we will finalize the professional services agreement, make arrangements to gather data from you relevant to the recruitment (current job description, salary range, organizational and departmental budget basics, etc.), submit our initial invoice, and identify a date for the Kickoff Meeting. We will share some thoughts about how to plan the Kickoff Meeting in a way that maximizes the benefit of that time for you. We'll give you other information you'll need, such as specifications for photos to be used in the Candidate Profile, etc.

Kickoff Meeting (On-Site Meeting No. 1)

The Kickoff Meeting is the first of three on-site meetings when your Recruiter is physically present in Windsor, meeting in person with you and your team. Your Recruiter will listen actively, and carefully, interviewing whomever you designate and gathering information about the community, the organization, the department, and the position you are trying to fill. This is cultural immersion: the goal for the day is for your Recruiter to leave Windsor with the best possible understanding of who you are, where you've been, where you're going, and what you're looking for. We will coordinate a marketing and advertising plan and discuss recruiting strategies and tactics used to find your next Town Attorney. The kickoff meeting can include one-on-one interviews with elected officials, a group meeting with the executive leadership team, meetings and interviews with key stakeholders and community representatives, and whatever else you may need. All recruitments are a little different, and we will make sure we address your unique situation. During the kickoff process, we are working together to define, then describe precisely the Ideal Candidate for the Town Attorney position, the person best suited to meet your needs, both immediately and for the long-term.

The Candidate Profile is the work product resulting from the interviews, meetings and cultural immersion at the Kickoff Meeting. More than a marketing brochure or advertisement, the Candidate Profile is a carefully written document that drives the recruitment process, the central point of reference that literally keeps everyone on the same page. We describe your community, organization, and opportunity accurately and specifically. We also announce the final recruitment schedule, so everyone has the same expectations and can plan accordingly. Columbia ltd uses electronic and digital distribution, and also still uses targeted direct mailing to deliver the Candidate Profile to approximately 300 to 400 qualified candidates.

Go Live Date

Although word about the Town Attorney opportunity will be out well before this, it's helpful to declare a Go Live Date, the earliest, reasonable date at which the search responsibly "opens." This is the day the completed Candidate Profile is posted to the Windsor and Columbia ltd websites. As legendary basketball Coach John Wooden famously said, "Be quick, but don't hurry." In order to keep the recruitment on schedule, it is very important that both Columbia ltd and Windsor quickly meet their respective responsibilities regarding group drafting and final approval of the Candidate Profile.

Active Recruitment Period

The Active Recruitment Period is the four to six weeks (depending on your needs) between the Go Live and Filing Deadline dates. During this time, Columbia ltd executes the national marketing and advertising campaign, including use of the Professional Diversity Network (and its eight affinity sites), and the outlets most relevant to the professional discipline at issue. We also begin targeted direct mailing and digital distribution of the Candidate Profile to approximately 300-400 qualified candidates. Your Recruiter serves as the point of contact for all interested persons and prospective candidates, answering their questions about Windsor, the position, and the recruitment process. Columbia ltd is your agent and responds in full to all inquiries on your behalf, treating each person with respect and professionalism, just as you would want them to be treated. We acknowledge all cover letters and resumes within two business days after receipt.

Filing Deadline

The Filing Deadline is the date by which Columbia Ltd receives cover letters and resumes.

Initial Review, Preliminary Screening, and Research

To ensure fairness to applicants, your Recruiter will review all submittals in the same way, at the same time after the Filing Deadline. The Recruiter's initial task is to narrow the field to those candidates best qualified for the position and who most closely fit the description of the Ideal Candidate. Some number of leading candidates are then invited to initial interviews with Columbia Ltd. These candidates will receive a written questionnaire to be returned in advance of their interview. Later in the process, these written responses will provide you with deeper insights into each candidate's communication skills, philosophy, and qualifications. Columbia Ltd conducts first-level research (internet) for all invitees.

Your Recruiter conducts preliminary screening interviews via videoconference or telephone, with the goal of further narrowing this field as necessary to the candidates most qualified for the Town Attorney position. Columbia Ltd then prepares a written Report of Recommended Candidates for delivery to Windsor. You will receive the report with enough time for a meaningful review, before we meet with you in person to discuss it.

Recommendation of Candidates (On-Site Meeting No. 2)

During the Recommendation of Candidates meeting, which usually lasts about an hour or two, Columbia Ltd will update you in full as to everything that has happened in the recruitment process so far, including an analysis of the applicant pool. Your Recruiter will be there in person to discuss the contents of the written Report of Recommended Candidates, which also includes a list of all persons who applied, as well as detailed information on those candidates recommended by the firm. Your Recruiter will answer your questions regarding the recruitment, "bring paper to life" in describing candidates, and communicate the results of preliminary research. Windsor will then identify which candidates it would like to advance to the Finalist Interview Process. We will work with you to finalize the process steps and establish the preliminary interview schedule for the Finalist Interview Process. We will then carry out your instructions regarding invitations to prospective finalists. On your behalf, Columbia Ltd will notify all other applicants of their status at this time.

Finalist Interview Process (On Site Meeting No. 3)

Columbia Ltd will notify you immediately after confirming the participation of all finalists, and we will then conduct second-level research (reference, background) as to these persons. We will work with Windsor to finalize whichever process steps or components are most appropriate for your Finalist Interview Process, e.g. interview panels, public reception, presentations, etc., provide sample interview questions, and work with you to finalize the schedule. We will again prepare and send timely a written Report of Finalists to Windsor.

Your Recruiter will assist you with the Finalist Interview Process (1-2 days) to meet your specific needs, including facilitation services, professional guidance, etc. After you have identified your Preferred Candidate for the Town Attorney opportunity, Columbia Ltd is happy to work with you to shape your initial offer, and to provide negotiation assistance.

Final Steps

On your behalf, we will obtain a complete, detailed background report on your Preferred Candidate through Sterling Infosystems, Inc. (<https://www.sterlingcheck.com>), the most established, reputable company in the field. We conduct additional, final reference checking, as needed, at this time. Through our reputable referral partners, we offer several other assessment and support tools. (See Optional Services, Page 9). Windsor is also encouraged to do whatever other background checking or pre-employment testing it normally would in its established onboarding process. Columbia Ltd will continue to offer whatever negotiation assistance you may want or need, working with your professional human resources team and legal counsel, until both sides have reached agreement on the essential terms of an employment contract, offer letter, etc. After contract approval and the first date of employment, we then look forward to observing the successful service of the new Town Attorney for years to come!

RECRUITMENT SCHEDULE

(May be modified to meet your specific needs.)

TOWN OF WINDSOR, CO TOWN ATTORNEY

<u>Action Step</u>	<u>Timing</u>
I. First Steps - Finalize and approve professional services agreement - Conference call to identify kickoff date, initial responsibilities, and scheduling - Advance preliminary recruitment schedule	Immediate
II. Kickoff Meeting (On Site Meeting No. 1) and Follow Up - Active listening, cultural immersion to facilitate drafting of Candidate Profile - On-site, one-on-one interviews with Mayor, Board Members, and Town Manager - Group meeting with executive leadership team, legal department - Meetings and interviews with key stakeholders and community representatives - Draft Candidate Profile and obtain approval of final draft - Coordinate Marketing and Recruitment Strategies	Two Weeks
III. Go Live Date - The earliest, reasonable date at which the search responsibly “opens” - Post Candidate profile to Windsor and Columbia ltd websites “Be quick, but don’t hurry.” – Coach John Wooden	ASAP
IV. Active Recruitment Period - Execute national marketing and advertising campaign - Targeted direct mailing of Candidate Profile to approximately 300-400 qualified candidates - Execute direct outreach, social media, and networking strategies, actively searching for qualified candidates aligned with Ideal Candidate description - Ensure opportunity is posted with ICMA, CML, CBA, etc. - Serve as Windsor’s agent as to all interested persons and prospective candidates - Maintain contact with Windsor, advise as appropriate	Five or Six Weeks
V. Filing Deadline	TBD
VI. Initial Review, Preliminary Screening, and Research - Review of all resumes and cover letters - Invite leading candidates to initial interviews, distribute questionnaire - Conduct preliminary screening interviews via videoconference (preferred) - First level research (internet) - Send written report of Recommended Candidates to Windsor	Three Weeks
VII. Recommendation of Candidates (On Site Meeting No. 2) - Brief Town Board in executive session on search and Recommended Candidates - Answer all questions regarding recruitment and candidates - Finalize process steps for Finalist Interview Process and establish Preliminary Schedule - Obtain instructions from Town Board - Notify all other applicants of their status	Two Weeks

- V. Finalist Interview Process **(On Site Meeting No. 3)** TBD
- Secure participation of Finalists and Alternates (if any)
 - Conduct second level research (References and Background) for Finalists
 - Finalize Finalist Interview Process Steps, Schedule, Questions, etc.
 - Send written Report of Finalists to Windsor
 - Assist Windsor with Finalist Interview Process (1-2 days), providing professional opinion, recommendations, and facilitation services, as needed
 - Assist Town Board as needed with identification of Preferred Candidate
 - Advise as needed with respect to terms to be negotiated with Preferred Candidate
- VI. Final Steps One Week
- Complete detailed background and additional reference checks on Preferred Candidate
 - Assist with contract negotiation as needed until “essential terms” are agreed to
 - Contract approval and start date
 - Observe the successful service of the new Town Attorney for years to come

PROFESSIONAL FEE

Professional Fee

The all-inclusive professional fee to conduct the recruitment process for your next Town Attorney is \$25,000. This includes all steps described in the Recruitment Process; three on-site visits (Kickoff, Recommendation of Candidates, and Finalist Interview Process) to include consultant time and travel expenses; preparation, printing, and distribution of the Candidate Profile, including direct mail and digital distribution; national marketing and advertising; direct outreach and candidate management; general expenses related to administration (printing, copying, mailing, postage, internet access, telephone, social media, etc.); background and reference checking as described; preparation, printing, and delivery of two written reports (Recommended Candidates and Report of Finalists); and one complete background report on the Preferred Candidate. Regarding consultant's time, on-site visits include one day each for the Kickoff and Finalist Interview Process, and no more than half a day for the Recommendation of Candidates.

NOTE: It is customary for client agencies to reimburse finalists for travel expenses related to the Finalist Interview Process. These expenses are not included in the Professional Fee above. These costs typically include round-trip airfare (coach); travel to Windsor from a Colorado airport (car rental and fuel) OR travel to Windsor from a residence (lower cost alternative between car rental and fuel or mileage reimbursement at the current IRS rate); and hotel accommodations (coach-equivalent) for each Finalist candidate. At the appropriate time, you may have other considerations that carry costs: whether to extend your invitation to a spouse or significant other, whether to pay for meals, offer *per diem* reimbursement, etc.

Optional Services and Costs

The all-inclusive professional fee may be supplemented at your option as follows:

Additional meetings (on-site or virtual)	\$1,000/day plus travel expenses
Additional full background reports	\$350/report
Certified Emotional Intelligence Assessment	\$400/assessment
DISC Assessment	\$75/assessment
Integrity Testing	\$50/person
Later hiring additional candidate ¹	\$5,000/candidate

Payment Terms

Columbia ltd bills the all-inclusive professional fee in three, equal monthly installments. The first invoice is due at the time the professional services contract is approved, serving as a retainer before Columbia provides any executive recruitment services. The second invoice is delivered approximately 30 days after the Kickoff Meeting, the third invoice 30 days after that. All invoices are payable on receipt. If any invoice remains unpaid within 30 days of receipt, Columbia ltd reserves the right to suspend all services until payment in full is received. Additional services and costs, if any, will be billed in due course.

Insurance

Columbia carries Commercial General Liability Insurance (\$1,000,000 Business, \$1,000,000 E&O/Professional Liability, and \$1,000,000 General Aggregate) through USLI Insurance. Automobile liability insurance is provided by Farmers Insurance (\$250,000 / \$500,000 Bodily Injury, \$100,000 Property Damage). Workers compensation insurance is provided by Pinnacol Assurance of Denver, CO, for Columbia employees. Proof of insurance will be provided upon request.

Good Standing

Columbia Consulting, Ltd. is a limited liability company registered with the Colorado Secretary of State, operating under the registered trade name, Columbia ltd. The associated certificates of good standing are attached to this proposal.

¹ Due only if Windsor hires any candidate recommended by Columbia ltd for another position with Windsor no later than one year after the first date of employment of the Town Attorney.

GUARANTEE

Placement Guarantee

If a candidate recommended and placed by Columbia ltd (external candidates only) leaves your employment ***for any reason within the first year*** (exceptions: serious illness, disability, or death; layoff, or position elimination due to reduction in force or budget shortfall; or promotion to another position within the organization), we guarantee to reopen and conduct the recruitment again at no additional professional fee beyond limited expenses, which will be discussed with you in advance. The first year is measured from the first date of full-time employment with you.

Ethics

Ethics is one of the eight Values on which this company is built. Columbia ltd is completely committed to ethical conduct in every aspect of every recruitment, without exception. In addition, applicants for City and County Manager positions are expected to adhere to the International City/County Association Code of Ethics throughout the recruitment process.

Good Faith, Transparency, and the Council-Manager Form

Good faith on all sides is fundamental to successful executive recruitment. In every aspect of every recruitment, Columbia ltd operates in good faith and, respectfully, insists on the same in return.

We encourage as much transparency and public engagement as possible. That said, candidate confidentiality is protected by law throughout the hiring process in almost all cases. Columbia ltd obeys all laws pertaining to hiring, open meetings, and public records in every state we operate, including those pertaining to executive or closed sessions, which are essential to effective, competitive recruitment. Last, we respect and support the council-manager form of government, and the constitutional and statutory provisions and home-rule charters that control the local governments we serve.

Reopening the Recruitment

It is extremely rare for the recruitment process either not to produce a successful pool of qualified candidates or not to reach agreement with the Preferred Candidate or an alternate from the Finalist Interview Process. In the unlikely event that this occurs, Columbia ltd would meet with you to discuss all alternatives, as well as the reasons, if any, for this outcome. Presuming that both sides made a diligent, good-faith effort in the first recruitment, and if both sides reasonably agree, Columbia ltd would then reopen the recruitment one additional time, conducting the second recruitment at no additional professional fee, beyond limited expenses, which will be discussed with you in advance.

Diversity, Equity, and Inclusion

Columbia ltd is committed to diversity, equity, and inclusion in all aspects of every recruitment — without exception.

Columbia ltd does not discriminate on the basis of race, national origin, ethnicity, color, gender, gender identity, sex, sexual orientation, religion, creed, disability, marriage or family status, military status, or age. We are fully compliant with all applicable federal and state employment laws and regulations in all of our recruitments in every state we operate.

More to the point, we are committed to the development of a diverse, equitable, and inclusive workforce and do our best to help all of our clients achieve those goals. A diverse workforce starts with the Candidate Profile and the candidate pool. We go beyond conventional recruitment tools and use the Professional Diversity Network (and its eight affinity sites) and other tools to construct as diverse, inclusive, and equitable a candidate pool as possible. We ask our clients to consider unconscious bias before and during the Recommendation of Candidates meeting, and encourage the use of bias-awareness training as part of every Finalist Interview Process.

CLIENT REFERENCES

Please feel free to contact any of the following current and recent clients to inquire about their experience with Andrew Gorgey as lead recruiter.

City of Cortez, CO – City Attorney (2022), Town Manager, Parks and Recreation Director, and Public Works Director (all in 2021)

Mayor Rachel Medina
(970) 565-3402 (main), rmedina@cortezco.gov
City Manager Drew Sanders
(801) 330-8683, dsanders@cortezco.gov

City of Prescott AZ – City Attorney (2022)

Joyce Lira, Human Resources Director (retired)
(480) 628-3992, joyce.lira@prescott-az.gov

Town of Castle Rock, CO – Town Attorney (2020)

Mayor Jason Gray
(303) 663-4401, JGray@crgov.com
Town Manager David Corliss
(720) 947-9006, dcorliss@crgov.com
Town Attorney Mike Hyman
(303) 660-1370, mhyman@crgov.com

City of Loveland, CO – City Attorney (2018)

City Attorney Moses Garcia
(970) 962-2543, Moses.Garcia@cityofloveland.org
Human Resources Director Julia Holland
(970) 962-2372, Julia.Holland@cityofloveland.org

Town of Telluride, CO – Town Manager (2017 and 2022), Chief Marshal (Police Chief) (2019), Water and Wastewater Division Manager (2020), and Public Works Director (2022)

Mayor DeLanie Young
(970) 728-2157, dyoung@telluride-co.gov
Town Manager Scott Robson
(720) 201-7888, srobson@telluride-co.gov

Town of Vail, CO – Town Manager (2022)

Krista Miller, Director of Human Resources, Safety & Risk Management
(970) 477-3512, kmiller@vailgov.com

Town of Carbondale, CO – Town Manager (2021)

Mayor Ben Bohmfalk
(970) 510-1345, bbohmfolk@carbondaleco.net
Jay Harrington, Routt County Manager (former Town Manager, who retained Columbia ltd for this recruitment)
(970) 870-5226, jharrington@co.routt.co.us

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF TRADE NAME

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office, a Statement of Trade Name for:

Columbia ltd

(Entity ID # 20208128981)

was filed in this office on 12/30/2020 with an effective date of 12/30/2020 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 11/02/2022 that have been posted, and by documents delivered to this office electronically through 11/03/2022 @ 11:12:21 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 11/03/2022 @ 11:12:21 in accordance with applicable law. This certificate is assigned Confirmation Number 14438250 .



Jena Griswold

Secretary of State of the State of Colorado

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

Notice: A certificate issued electronically from the Colorado Secretary of State's website is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's website, <https://www.coloradosos.gov/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our website, <https://www.coloradosos.gov> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

Columbia Consulting, Ltd.

is a

Limited Liability Company

formed or registered on 12/30/2016 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20161889909 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 11/02/2022 that have been posted, and by documents delivered to this office electronically through 11/03/2022 @ 11:12:04 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 11/03/2022 @ 11:12:04 in accordance with applicable law. This certificate is assigned Confirmation Number 14438243 .



Secretary of State of the State of Colorado

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

Notice: A certificate issued electronically from the Colorado Secretary of State's website is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's website, <https://www.coloradosos.gov/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our website, <https://www.coloradosos.gov> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

City of Cortez, Colorado
CITY ATTORNEY



THE COMMUNITY

Just to the west of the majestic San Juan Mountains, high on southwest Colorado's desert plateau sits the City of Cortez. "Platted in 1886, incorporated in 1902, and becoming a city in 1952,

Both sites were major centers of culture for the Ancestral Puebloans, whose cliff dwellings, including the showpiece Cliff Palace, are remarkably well-preserved at Mesa Verde, inspirational evidence of their rich culture and sophisticated

The city operates the Cortez Public Library. The Montezuma-Cortez School District RE-1 includes four elementary schools, a middle school, and a high school, along with charter schools and a Montessori School. Southwest Memorial Hospital is located in town, with Mercy Regional Medical Center (Centura Health) 50 miles to the east. The Cortez Municipal Airport and the Durango-La Plata County Airport both offer commercial flights.

To learn more about the City of Cortez, please visit <https://www.cityofcortez.com>.

THE ORGANIZATION

Cortez adopted its home-rule charter in June 1957 and operates under the council-manager form of government. Citizens elect a seven-member city council, who sets policy, enacts ordinances, adopts the budget, and hires the city manager, who oversees day-to-day operations. Cortez will conduct municipal elections on April 5, with new council members, and a new mayor, seated on April 26.

Cortez is one of Colorado's best kept secrets, a beautiful, mature, full-service municipality where one might not expect to find one. The city provides services well beyond those provided by others its size, including a regional emergency communications and dispatch center, a fiber optic system (third-party franchisee), residential and commercial refuse / recycle service, the Cortez Animal Shelter, and a showpiece parks and recreation system that is the envy of the region.

City Manager Drew Sanders joined Cortez in May, 2021. Since that time, he has recruited national-caliber talent to an already strong leadership team. Notably, Mr. Sanders has also overseen work by Cortez's finance director and department, and an expert team of outside auditors, who have

Courtesy of Mesa Verde Country



the founding date of Cortez is (open) to interpretation," says the City's budget. Rich in ancient history and natural beauty, Cortez (pop. 8,800, elev. 6,191, 6.21 sq. mi.) is the largest city in, and county seat of, Montezuma County. Residents enjoy access to the massive San Juan National Forest, every manner of outdoor recreation, and the serenity of the high desert and the American West.

The Ancestral Pueblo people made this region their home for some 700 years between the years 600 and 1300 CE. Cortez is ten miles west of Mesa Verde National Park and about three hours from New Mexico's Chaco Culture National Historical Park (Chaco Canyon).

community. The Ute Mountain Ute Indian Reservation is immediately to the south.

Named for Spanish Conquistador Hernán Cortés, the city is also about 45 minutes northeast of the famous Four Corners Monument, which is located within the Navajo Nation and the only place where four states meet – one can stand in Utah, Colorado, Arizona, and New Mexico at the same time. Cortez's economy benefits from the tourist traffic along U.S. 160 between these two classic destinations, and the city hosts a Colorado Welcome Center.

Cortez residents enjoy a strong sense of community, and they love the serene setting, good weather, high quality of life, and raising families in this quintessential western small town. The city is friendly. Neighbors here look out for one another. Water, mountain, and desert recreation are easily available. Durango is located 45 minutes to the east, and Telluride's world class skiing is 90 minutes northeast, while Moab's red rocks, mountain bike trails, and Arches National Park are two hours away in Utah.

QUICK FACTS

Population	8,800
Size	6.21 sq mi
Elevation	6,191 feet
FY 2022 Budget:....	\$30 M; GF \$12.2 M
FTE	135



nearly completed outstanding audits and annual financial reports for prior years fiscal years 2017 through 2021. (These are the final steps in a full recovery from a regrettable embezzlement incident several years ago.) The city's FY 2022 approved budget of \$30 million (GF \$12.2 million) supports approximately 135 FTEs.

THE CITY ATTORNEY POSITION

Appointed by and reporting directly to the city council, the city attorney is Cortez's chief legal officer and provides concise, clear, and timely legal advice and counsel to the city council, city manager, and staff. The new city attorney will be the first to serve in the role as a full-time employee. She or he will build the office from the ground up while at the same time managing an appropriate mix of contracted legal services. An effective, collaborative professional relationship with the city manager

will be essential, as will be positive working relationships with all department heads.

The position requires demonstrated excellent legal skills and a minimum of seven to ten years of experience, the majority of which were spent practicing Colorado municipal law in a municipal law office, or equivalent experience as a contract attorney to municipalities. A Juris Doctor from an accredited law school is required. A candidate licensed to practice law in the State of Colorado, who is active and in good standing with the Colorado Supreme Court, is strongly preferred, but the city council will also accept applications from candidates able to obtain admission to the Colorado Bar quickly (on motion) from a reciprocal jurisdiction. Although not required, residency within Cortez's municipal boundaries is preferred. An understanding of working in a rural community is essential.

IDEAL CANDIDATE

Cortez's next city attorney is a confident, experienced municipal lawyer with high integrity, unassailable character, unquestionable ethics, and sound legal judgment. Technically competent in all respects, she or he is experienced in the practice areas customary to local government, with special emphasis on employment law, home rule, land use, planning and development, and taxation.

In addition, a strong foundation in as many of the following practice areas as possible is preferred: affordable housing, airports and aviation, annexation, code enforcement, contracts, criminal prosecution, drafting (resolutions, ordinances, code, charter, etc.), elections, local budget and audit laws, municipal finance, open meetings (including parliamentary procedure), public records, real property, right of way acquisition, risk management, sales taxes, TABOR, and water law, among others.

The next city attorney will defend Cortez's interests at all times. She or he will assess the legal function within the city and build a legal department, with the goal of modernization and sophistication. In time, this will include major revisions to the city charter, land use code, procurement policies, and the like, and structured, regular reporting to the city council.

The preferred candidate is nimble, adaptive, solution-oriented, and

WHAT HAPPENS WHEN

Absent unforeseen circumstances, the recruitment will follow the schedule below. Be mindful of the filing deadline and final interview dates, which are unlikely to change.

SCHEDULE

Filing Deadline	April 18, 2022	Recommendation of Candidates.....	April 27, 2022
Preliminary Interviews.....	April 25-26, 2022	Finalist Interview Process.....	May 6, 2022



completely committed to being an effective, contributing member of the leadership team, accessible to all department heads, offering them true strategic partnership, timely and complete responses, and meaningful guidance. The next city attorney will maintain a positive professional relationship with the municipal court.

The ideal candidate is an expert in building and maintaining relationships within the legal community to enhance and strengthen Cortez's relationships with all local stakeholders, including Montezuma County, the Colorado Department of Transportation, the Colorado Department of Local Affairs, and others.

The desired candidate will be a clear and concise writer and speaker (no "legalese"), articulate, intellectually honest, and direct without being abrasive.

The successful candidate must be diplomatic and politically astute, but apolitical, with strong situational awareness. She or he is committed to the council-manager form of government and to providing city council with legal options consistent with the council's policy priorities. City council wants someone whose default answer is not "no," a proactive problem-solver to provide lawful choices and explain the attendant risks.

Also, the next city attorney will instill public trust in Cortez by ensuring that transparency and decorum are maintained during public meetings and by communicating clearly, calmly, but firmly the requirements and boundaries of Colorado's Open Meeting Laws. She or he protects the City's interests and respectfully navigates all points of view, especially in those times when Citizens oppose each other.

The successful candidate is intelligent and emotionally intelligent, with grit, common sense, and good judgment. She or he is an active listener, who is positive, approachable, and collaborative. The preferred candidate values diversity, equity, and inclusion and is able to demonstrate this commitment through prior professional history.

The next city attorney wants to live in Cortez as a lifestyle choice, and intends professionally to have an impact and leave a legacy.

Total Compensation

The annual salary range for this position is \$125,000 to \$160,000, and appointment will be made depending upon the qualifications of the selected candidate. In addition, the following benefits are provided: health (City pays approx. 90%, employee, 10%) and dental (City pays 100%) insurances; life insurance; mandatory 5% supplemental retirement, matched 100% by the city, plus optional voluntary deferred compensation plan; vacation, sick, and discretionary leave, plus 10 paid holidays; and employee assistance program. Relocation assistance subject to negotiation.

APPLY

To be considered for this excellent professional opportunity, please email only your cover letter and resume to apply@columbialtd.com, naming your files Last.First.CL and Last.First.Resume. Receipt of your submittal will be acknowledged within two business days. All applicants will be updated on their status following the Recommendation of Candidates.

If you have any questions regarding the recruitment process, or this opportunity, please feel free to call Andrew Gorgey directly at (970) 987-1238. For more information, visit the Columbia Ltd website: <https://columbialtd.com>.

City of Prescott, Arizona
CITY ATTORNEY



 **columbia**ltd

Excellence in executive recruiting since 2016



**THE CITY AND
SURROUNDINGS**

The historic western City of Prescott (pop. 46,331, 45.21 sq mi) is the anchor of the north central Arizona highlands, near the beautiful Mingus and Bradshaw Mountain ranges. While the Valley of the Sun around Phoenix and the Grand Canyon might get more attention nationally, this is, in fact, Arizona’s sweet spot.

Located 96 miles northwest of Phoenix and 90 miles southwest of Flagstaff, and at an elevation of 5,367 feet, Prescott is spared from the Valley’s scorching summer heat, traffic, and density. At the same time, the world-class amenities of a major metropolitan area, including Phoenix Sky Harbor International Airport, are an easy 90-minute drive away, as is the scenic City of Flagstaff, and its ski slopes.

QUICK FACTS

Population	46,331
Size	45.21 sq mi
Elevation.....	5,367 feet
Annual City Budget.....	\$238.4M
City FTE.....	518.25
Department Budget.....	\$1.1M
Department FTE.....	8

Established in 1864, Prescott was Arizona’s first Territorial Capital and today serves as the county seat of Yavapai County. Together with the Towns of Prescott Valley and Chino Valley (Tri-Cities), Prescott is the state’s third largest (Phoenix, Tucson) metropolitan area. Prescott Regional Airport is the 18th busiest airport in the country, with daily service to Denver and Los Angeles and hundreds of connecting cities.

Residents enjoy moderate temperatures, four full seasons (including snow, and monsoons), open spaces, a very high quality of life, and low taxes. Outdoor opportunities include easy escapes to Prescott, Coconino, or Tonto National Forests or to local favorites like the Granite Dells, or to Willow and Watson Lakes. The red rocks and style of Sedona, Jerome’s artistic charm and wonderful views, and the majesty of the Grand Canyon are all easy day trips.

Built around a central plaza and the magnificent Yavapai County Courthouse, Prescott is fiercely proud of its western heritage – it is the home of Whiskey Row and the “World’s Oldest Rodeo.” The city has also retained its warmth and a welcoming, small-town feel, which allows it to be “Everybody’s Hometown.” Residents enjoy numerous museums, art galleries, theatres, and performing arts

centers, as well as a 36-hole championship golf complex, state-of-the-art public library, an extensive park and lakes system, and outdoor recreation year-round. Citizens are active in service clubs and nonprofit organizations, and many veterans call Prescott home.

The Dignity Health/Yavapai Regional Medical Center serves the Tri-Cities, as does the Northern Arizona Veteran Affairs Health System Hospital. The Prescott Unified School District provides quality education (pre-K, three elementary, two middle, one high), along with excellent K-12 charter school options. Yavapai College, Northern Arizona University (Yavapai), Prescott College, and the prestigious Embry–Riddle Aeronautical University are all within the Tri-City area.

To learn more about the City of Prescott, please visit <https://www.prescott-az.gov> and <https://prescottbiz.com>.

THE ORGANIZATION

Prescott voters approved the city charter in 1958, and Prescott operates under the council-manager form of government. The city council is comprised of six members elected to four-year terms at large on a nonpartisan basis, and the mayor, who is elected directly to a two-year term. None have term limits. The city council sets policy,

defines the strategic direction for the city, and performs its essential legislative functions (budget, ordinances, etc.) They hire the city manager, city attorney, and the city clerk. The FY 2021-22 Budget (July 1 – June 30) is \$238.4 million, supporting 518.25 FTEs.

A full-service city, Prescott provides police and fire protection; street maintenance and construction; water and wastewater

motivated to address all issues facing the city. Issues include: relocation to a new city hall; the pace and scope of development and all related issues, including balanced growth, open space, and increased service level expectations; affordable housing; transportation and transit planning; road improvements; substantial airport expansion, related grants, and compatibility



systems; refuse collection and transfer; building, planning, and community development; library services; recreation, including the golf course; the airport; and general administration, among others. In addition, the city is constantly engaged in regional collaboration and with its citizens on community issues.

A new mayor and several new council members complete a council that is highly engaged and

issues; employee retention; and economic development. Water is heavily regulated in Arizona, and Prescott is in one of the state's Active Management Areas: (<https://new.azwater.gov/ama/prescott>). The Arizona Department of Water Resources has conferred on the city the enviable designation of an assured and adequate water supply, and the city recently filed a new application for a 20-year water supply designation.

THE CITY ATTORNEY AND THE LEGAL DEPARTMENT

The city attorney is the chief legal advisor to the mayor, city council, city manager, city clerk, and all departments. With a total annual budget of \$1.1 million, the legal department includes 8 FTEs.

The position requires demonstrated excellent legal skills and a minimum of seven to ten years of experience, the majority of which were spent practicing Arizona municipal law in a municipal law office, or equivalent experience as a contract attorney to municipalities. A Juris Doctor from an accredited law school is required. A candidate licensed to practice law in the State of Arizona, who is active and in good standing with the Arizona Supreme Court, is strongly preferred, but the city council will also accept applications from candidates able to obtain admission to the Arizona Bar quickly (on motion) from a reciprocal jurisdiction. Supervisory experience is strongly preferred, and deputies or assistants seeking to lead are expressly encouraged to apply. Although not required, residency within Prescott's municipal boundaries is preferred.

THE IDEAL CANDIDATE

Prescott's next city attorney is an experienced municipal lawyer with high integrity, unassailable character, unquestionable ethics, and sound legal judgment. Technically competent in all respects, she or he has extensive

WHAT HAPPENS WHEN

Absent unforeseen circumstances, the recruitment will follow the schedule below. Be mindful of the filing deadline and final interview dates, which are unlikely to change.

SCHEDULE

Filing Deadline	March 8, 2022	Recommendation of Candidates.....	March 22, 2022
Preliminary Interviews.....	March 14-16, 2022	Finalist Interview Process.....	April 1, 2022

experience in the major practice areas customary to local government law, with special emphasis on land use, planning and development, open meeting laws, real estate transactions, and Arizona's Private Property Rights Protection Act ("Prop 207," 2006). From day one, the ideal candidate intends to make a difference, leave a legacy, and make Prescott her or his home.

In addition, a strong foundation in as many of the following practice areas as possible is preferred: airport law, budgets, contracts, development agreements (negotiation, drafting, and interpretation), elections, employment law, intergovernmental agreements, municipal finance, and water law, among others.

The desired candidate has expert-level inward- and outward-facing communications skills. She or he is a clear and concise writer and speaker (no "legalese"), articulate, intellectually honest, and direct without being abrasive.

The successful candidate must be diplomatic and politically astute, but apolitical, with strong situational awareness. The next city attorney will focus on the law, leaving policy-making to city council and business decisions to the city manager. She or he is a proactive problem-solver, committed to transparency,

the council-manager form of government, and to providing city council with timely, impartial legal opinions and options consistent with the council's policy priorities, while explaining all attendant risks.

The next city attorney is calm under pressure, thick-skinned, and capable of defending her or his legal opinion firmly but politely, especially in the face of political pressure or challenge or when doing so is unpopular. The preferred candidate will protect the city, emphasizing prevention and education as the path to minimizing risk and liability, including in law enforcement, e.g., use of force, civil rights, etc.

Prescott's next city attorney understands and embraces the multi-faceted nature of this position. In addition to being an effective lawyer, she or he is a visionary, dynamic, and confident leader and an effective manager, who will build a professional, efficient, and responsive municipal law office with a real commitment to exceptional customer service. The ideal candidate has strong organizational skills and the ability to delegate to, and to maximize the potential of, all attorneys and staff in the office – a teacher, mentor, coach, and motivator.

She or he is also an effective manager of outside legal counsel and facilitates relationships with the Yavapai-Prescott

Indian Tribe, neighboring local governments, and all regional and state partners. An effective, collaborative relationship with the police department, and with all city departments, directors, and department heads is a must.

The successful candidate is intelligent and emotionally intelligent, with common sense, good judgment, and a sense of humor. She or he is approachable and collaborative, with passion for the law, and a love of Prescott.

TOTAL COMPENSATION

The annual salary range for this opportunity is from \$155,000 to \$195,000, and appointment will be made depending upon the qualifications and experience of the selected candidate. In addition, the following benefits are provided: comprehensive health, dental, and vision insurances (premium paid 100% for employee only); group life and short-term disability insurances (paid 100% for employee) and voluntary supplemental options; flexible spending and health savings accounts, EAP and Robust Well-Being Program (wellness); tuition reimbursement; retirement through the Arizona State Retirement System (ASRS) (mandatory), which includes both pension and health benefits; and paid time off, plus 11 paid holidays, including one floating holiday. Relocation assistance, housing assistance, and possible additional incentives subject to negotiation.

APPLY

To be considered for this excellent professional opportunity, please email only your cover letter and resume to apply@columbialtd.com, naming your files Last.First.CL and Last.First.Resume. Receipt of your submittal will be acknowledged within two business days. All applicants will be updated on their status following the Recommendation of Candidates.

If you have any questions regarding the recruitment process, or this opportunity, please feel free to call Andrew Gorgey directly at (970) 987-1238. For more information, visit the Columbia Ltd website: <https://columbialtd.com>.