

Agenda

embrace northern colorado

Board of Directors & Members Meeting

March 8, 2010
4:00 p.m. – 5:30 p.m.
UNC Center at Centerra
2915 Rocky Mountain Avenue
Loveland, CO

- | | |
|--|--------|
| A. Introductions & Guests | 05 Min |
| B. Approval of Minutes (February 8, 2010) | 05 Min |
| C. Bylaw Change & Adoption (Icenogle/Daggett) | 20 Min |
| a. Presentation of Recommended Bylaws | |
| b. Additions or Corrections | |
| c. Resolution | |
| D. Formalizing Fundraising Campaign Organization 2011 | 10 Min |
| a. Overview | |
| b. Discussion | |
| c. Sustainable Communities Planning Grant Program (US DOT, HUD, EPA) | |
| d. Establish Committee to Develop Plan | |
| E. Executive Director Personnel Contract (Milewski/Swanson) | 15 Min |
| a. Contract review (Executive Session) | |
| b. Resolution | |
| F. Financials | 10 Min |
| a. Income/Expense – January 31, 2010 | |
| b. Donor Report (Vaad/Geile) | |
| c. CFNC Report (Daggett) | |
| d. Vesting Status | |
| G. Annual Budget & Work Plan Adoption (Daggett) | 05 Min |

- a. Budget Review
- b. Work Plan Review
- c. Resolution
- H. Board Retreat (Milewski/Swanson) Verbal 10 Min
 - a. Date
 - b. Structure
 - c. Content
 - d. Establish Working Committee
- I. Kickoff Meeting (Cameron/Goodman) Verbal 05 Min
 - a. Recommendations
 - i. Speaker(s)
 - ii. Venue/Format
 - iii. Date
 - b. Discussion
- J. Project Status: (Daggett) Verbal 05 Min
 - a. Social Networking Study
 - b. Quality of Life Indicators Report
 - c. Web Portal Project/Website
 - d. Baseline Trend Analysis
- K. Other Business 05 Min
- L. Adjourn

Next Board of Directors Meeting Scheduled – April 12, 2010 4:00 – 5:30 p.m.

**4:00 p.m. – 5:30 p.m.
UNC Center at Centerra
2915 Rocky Mountain Avenue
Loveland, CO**

embrace northern colorado

choosing our future

Members & Board of Directors Meeting Summary

February 8, 2010

4:00 p.m. – 5:30 p.m.

UNC Center

2915 Rocky Mountain Avenue

Loveland, CO

Members Present:

Angela Milewski
Teresa Tellechea
Mike Geile
Ed Goodman
Glenn Vaad
Gordon Thibedeau
K-Lynn Cameron
John Coppom
Dave Edwards

Members Absent:

Bill Kaufman
John Kefalas
Kim Larson
Milan Karspeck
Louis Swanson
Gene O'Hara

Staff Present:

John Daggett

Guests:

Call to Order

The meeting was called to order at 4:03 p.m. by Co-Chair Angela Milewski.

Approval of Minutes

Dave Edwards moved and Ed Goodman seconded a motion to approve the minutes from the January 11th meeting. The minutes were approved unanimously.

Bylaw Changes

Daggett reviewed the agenda item and explained that staff was making a set of recommendations on bylaws and membership. The recommendations included the following actions:

1. Leave the membership section in the bylaws
2. Eliminate the clause pertaining to members altering the bylaws and add to the Board of Directors powers

3. Eliminate the clause that references proxy voting
4. Include a formal non-member category of “Friends of Northern Colorado” that recognizes and encourages participation in the organization’s activities. These friends may be Initiating Committee members, financial contributors, volunteers and others who would not hold formal membership in embrace northern colorado, but be contributing to its success.

The Board discussed the pros and cons of keeping the membership section of the existing bylaws and the recommendations made by staff. Board members discussed what it meant to be a member of the organization as differentiated from a member of the Board

The Board also discussed the process of nominating and electing Directors to the Board. This discussion included the involvement of the Initiating Committee.

Some members suggested that this revision should be viewed in the long term and be kept as simple and straightforward as possible. Others reminded the Board that bylaws could and should be revisited periodically.

They discussed at some length the role of the Board vis-à-vis the Initiating Committee and other stakeholder committees established by the Board as stewards of the process. Board members asked what kind of authority they might possess relative to the direction of a visioning process or actions committees might take and whether that authority should be written into the bylaws.

The Board had an extended and productive conversation about regional coalition and consensus building. Board members identified several activities that will support bringing the region together behind the efforts of Embrace Northern Colorado.

Members asked that a FAQ and a white paper be prepared for members’ use.

Daggett reminded the group that a Weld county Director position was available and encouraged the Board to bring candidates forward.

Budget & Financials

Daggett reported that as of January 31, 2009 Embrace Northern Colorado had \$3,584 cash on hand, \$9,000 provided YTD in in-kind and pro bono services with ongoing in-kind and pro bono commitments of approximately \$29,000/year, and a \$200,000 executed federal grant contract which is pending for lack of operating cash.

Daggett reported that CDOT had extended its estimated time frame, but continued to emphasize that it was likely that the \$200,000 in federal funds would be “at risk” in early 2010 if Embrace Northern Colorado had not begun expending the money. Daggett explained that the contract ties a majority of eligible expenses to salary and that the Board would need to hire staff in some capacity in order to begin incurring contract eligible expenses.

Daggett also explained that he would propose that Embrace Northern Colorado be allowed to overmatch its contract by using the value of volunteer time Daggett had provided since the contract was executed on May 8, 2009. Daggett explained that the additional in-kind match, a value of approximately \$54,000, would mean the CDOT grant would be fully matched with its non cash assets such as in-kind or pro bono support.

Daggett reported that his contact with the Community Foundation indicated that they were identifying the \$10,000 they would like to invest in the Quality of Life Indicators Study for the region and were now committed to providing \$10,000 as an incentive grant toward achieving half of the projected \$70,000 needed for operating cash flow.

Vaad reported that he and Mike Geile had met with a number of potential donors and several donor meetings pending. He reported an estimate of approximately \$34,400 had been secured.

Daggett reported that approximately one-third of the Board had made contributions.

Annual Budget & Work Plan

Daggett reviewed the annual budget and work plan with the Board including items required to fulfill the CDOT contract. He reviewed the scope of work, milestones, and provided a sample schedule of activities. He also discussed initial steps that would form the foundation for ongoing efforts including establishing technical teams, a kickoff meeting, and building a regional coalition of supporters and volunteers.

Members asked whether a May kickoff event as projected could be accomplished given the time frame involved in an event of that magnitude. Daggett suggested that a committee of the Board could explore identifying format, venue and speakers for such an event. Staff and the committee were encouraged to get started and make progress as soon as possible or consider waiting until Fall for obvious reasons.

Cameron and Goodman volunteered to serve on the Planning Committee for the Kickoff Meeting.

Discuss Formalizing Fundraising Campaign Organization

Daggett recommended that the Board consider formalizing the organization's approach to fundraising and focus on creating and adopting a fundraising plan and establish a formal fundraising committee for 2011 and future years in the near future.

The Board discussed the advantages of moving forward with such an approach and talked about some of the difficulties being faced by Embrace Northern Colorado and other nonprofits given the current financial atmosphere. Members again discussed ways interest could be fostered for the Embrace message. Some members urged that staff and the Board take action sooner rather than later.

Adjourn

The meeting was adjourned at 5:50 p.m.

Agenda Item Summary	Item: C
	Date: March 8, 2010
Embrace Northern Colorado Board of Directors' Meeting	Staff: Icenogle/Daggett

Subject:

embrace northern colorado Bylaw Changes & Adoption

Recommendation:

At the Board of Directors meeting on February 8th, the Board provided direction to staff and attorneys on changes to the Bylaws for Embrace Northern Colorado. The general direction included a number of elements primarily centering on the following:

1. Embrace Northern Colorado should not be a membership organization
2. The Bylaws should reflect a simple straightforward approach to governance
3. The Bylaws should allow the Board to involve many stakeholders and volunteers in committee and other activities sponsored or established by the Board
4. The Bylaws should clearly define the roles, responsibilities and authority of the Board of Directors and its officers

Executive Summary:

At its Board of Directors meeting in February 2010, the **embrace northern colorado** Board of Directors talked extensively about membership, the meaning of the term and how it would affect the organization. The Board gave direction to staff to meet with the corporation's law firm for the purpose of drafting a

Agenda Item Summary
Bylaw Changes & Adoption

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revised set of Bylaws that incorporate its goals for the organization and its preference for how the Board wants to operate.

Staff met with the legal team of Icenogle, Norton, Smith, Gilida & Pogue to review the goals of the Board. The attached revised Bylaws reflect the attorney's and staff recommendation to achieve those goals.

**RESOLUTION NO. 2010-02
OF THE GOVERNING BOARD OF embrace northern colorado
ADOPTING AMENDED BYLAWS**

WHEREAS, the Governing Board of embrace northern colorado (the "Board") is required to formally adopt a set of Bylaws for it to operate as a non profit corporation in the state of Colorado; and

WHEREAS, the Board is desirous of defining clear and unambiguous methods of governance, membership, operation, and decision making; and

WHEREAS, the Board is desirous of amending its current Bylaws; and

WHEREAS, the members of the Board have agreed to the content of an amendment to its set of Bylaws;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF embrace northern colorado, that:

SECTION 1. The Board hereby adopts the Bylaws as amended.

Passed and adopted at the regular meeting of the Governing Board of embrace northern colorado this 8th day of March, A.D., 2010.

Co-Chair

ATTEST:

Secretary

BYLAWS
OF
EMBRACE COLORADO
A COLORADO NONPROFIT CORPORATION

ARTICLE I
NAME, REGISTERED OFFICE, AND REGISTERED AGENT

Section 1. Name. The name of this corporation is EMBRACE COLORADO d/b/a EMBRACE NORTHERN COLORADO, a Colorado nonprofit corporation, (hereinafter the “Corporation”).

Section 2. Purpose. The Corporation is organized as, and shall be a nonprofit corporation organized and operated exclusively for and within the meaning of the exempt purposes of section 501(c) (3) of the Internal Revenue Code of 1986 or corresponding provisions of any subsequent federal tax laws, and for those purposes allowed under Colorado Revised Statutes, specifically including, without limitation, addressing the challenges of the rapidly growing region of Northern Colorado and assisting citizens, businesses, and policy makers to develop a thoughtful approach to growth without losing what is unique about the nature and fabric of Northern Colorado and its communities, defining critical public development issues in Northern Colorado through visioning and collaboration; promoting and encouraging the use of innovative approaches to solve important land use and transportation issues; facilitating the cooperative effort of local community leaders and institutions and public leaders and agencies to develop new solutions to existing and emerging development, economic, mobility, and infrastructure problems; conducting related research with respect to critical issues and disseminating the findings of such research; and developing the leadership talents and abilities of emerging leaders in Northern Colorado. The Corporation is not organized for pecuniary profit, and no dividends, distributions or earnings derived from the foregoing purposes shall be paid to or inure to the benefit of any director, officer or agent of the Corporation.

Section 3. Registered Office and Registered Agent. The address of the registered office of the Corporation is: 748 Whalers Way, Fort Collins, CO 80525.

The name of the initial registered agent of the Corporation at the following address is John Daggett, 748 Whalers Way, Fort Collins, CO 80525.

The Board of Directors of the Corporation (hereinafter the “Board”) shall designate and the Corporation shall maintain a registered office. The location of the registered office may be changed by the Board. The Corporation *may* also have offices in such other places as the Board *may* from time to time designate.

ARTICLE II
MEMBERS

In accordance with Section 7-126-101, C.R.S., the Corporation shall not have any members.

ARTICLE III
BOARD OF DIRECTORS

Section 1. Number, Appointment, Approval and Term of Directors. The business, property and affairs of the Corporation shall be managed by a Board composed of not less than five (5) and not more than fifteen (15) directors. At the organizational meeting of the Corporation, the members of the Board shall be appointed by the initial directors of the Corporation as identified and named in the Articles of Incorporation of the Corporation. Thereafter, directors shall be elected by the Board at its annual meeting or at its special meetings, if and as needed. Each director of the Board shall hold office until the next annual meeting and thereafter until his successor shall have been elected and qualified, or until his earlier death, resignation or removal. Directors must be eighteen years or older, but need not be residents of the State of Colorado. At least three of the directors of the Corporation shall also be officers of the Corporation. A minimum of one-third (33%) of directors shall reside in Weld County, Colorado and a minimum of one-third (33%) of directors shall reside in Larimer County, Colorado.

Section 2. Removal. Any director, officer or agent of the Corporation may be removed from office, with or without cause, by a vote of a majority of the directors then in office at any meeting of the Board.

Section 3. Resignation of Director. A director may resign at any time by delivering written notification thereof to the Co-Chairs of the Board or the Secretary of the Corporation. Unless specified therein, such resignation shall take effect upon receipt.

Section 4. Vacancies. Vacancies in the Board, whether resulting from removal, resignation, death, or otherwise, may be filled by the Board. If the directors remaining in office constitute fewer than a quorum of the Board, they may fill the vacancy by the affirmative vote of a majority of the directors remaining in office. A director appointed to fill a vacancy on the Board shall hold the office of director until the next annual meeting or until his successor is duly elected. No reduction of the authorized number of directors shall have the effect of removing any director prior to the expiration of his term.

Section 5. Quorum of Directors. The presence of five (5) directors shall constitute a quorum for the transaction of business of the Corporation, but less than a quorum may adjourn any meeting from time to time for a period not to exceed sixty (60) days until a quorum be present, whereupon the meeting may be held, as adjourned, without further notice. At any meeting at which every director is present, even though without notice, any business of the Corporation may be transacted.

Section 6. General Powers and Duties. The Board shall have the complete and exclusive care, custody and control of the Corporation's properties and shall be possessed of all powers and privileges available under the laws of the State of Colorado, the Articles of Incorporation and these Bylaws. The entire management of the Corporation, its affairs, its properties and assets, is vested in the Board. The Board shall have the power to fix and pay salaries or other compensation to directors and officers for personal services actually rendered by them, but such

salaries or compensation shall not be in excess of a reasonable allowance for such personal services rendered by such director and officers.

Section 7. Standards of Conduct. Each director shall discharge the director's duties as a director, including the director's duties as a member of a committee, in compliance with the standards of conduct set forth in Sections 7-128-401 *et seq.*, C.R.S., as amended from time to time.

Section 8. Delegation of Powers. For any reason deemed sufficient by the Board, whether occasioned by absence or otherwise, the Board may delegate all or any of the powers and duties of any officer to any other officer or director, but no officer or director shall execute, acknowledge or verify any instrument in more than one capacity.

ARTICLE IV MEETINGS OF THE BOARD

Section 1. Place of Meeting. Any or all meetings of the Board may be held within or outside of the State of Colorado.

Section 2. Annual Meeting of the Board. A meeting of the Board shall be held annually on or at such other date as determined by the Board. The place of the annual meeting shall be designated by the Board.

Section 3. Notice of Annual Meeting. Notice of the annual meeting of the Board shall be posted at the registered office of the Corporation at least two (2) days prior to the annual meeting and shall be provided in writing to each director no less than ten (10) days prior to the date of the annual meeting.

Section 4. Special Meetings of Board. Special meetings of the Board may be called for any purpose by the Co-Chairs or any three (3) or more directors. The Secretary shall give notice of the time, place and purpose of each special meeting in writing at least two (2) days before the meeting or by telephoning the same at least one (1) day before the meeting to each Director.

Section 5. Meetings by Telephone or Other Electronic Equipment. Directors may participate in any meeting of the Board by any means of communication by which all directors participating in the meeting can hear each other during the meeting. Such participation shall constitute presence in person at the meeting.

Section 6. Waiver of Notice. A director may waive notice of the time, place and purpose of any meeting of the Board in writing, either before or after such meeting has been held. Additionally, a director's attendance at or participation in a meeting waives any required notice to that director unless at the beginning of the meeting or promptly upon the director's later arrival, the director objects to holding the meeting or transacting business at the meeting because of the lack of notice or defective notice and does not thereafter vote for or assent to action taken at the meeting.

Section 7. Manner of Acting. At all meetings of the Board, each director shall have one vote. The act of a majority of the directors present at a meeting, shall be the act of the Board, provided a quorum is present. No director may vote or act by proxy at any meeting of the Board.

Section 8. Action by Board Without a Meeting. Any action required to be taken at a meeting of the Board or any action which may be taken at a meeting of the Board, may be taken without a meeting in accordance with the procedures set forth in Section 7-128-202, C.R.S., as amended from time to time. Any action taken pursuant to this shall be valid as though taken at a meeting of the Board.

ARTICLE V OFFICERS

Section 1. Number. The officers of the Corporation shall be two (2) Co-Chairs of the Board, Vice-Chair, Secretary and Treasurer. Such other officers and assistant officers as may be deemed necessary may be elected or appointed by the Board, from time to time. In its discretion, the Board may leave unfilled any office for any such period as it may determine.

Section 2. Election and Term of Office. Each office of the Corporation shall be filled by a majority vote of the Board. Each officer shall hold office for a term of one (1) year, and for such additional time until his successor has been duly elected and qualified, until he resigns, is removed in the manner hereinafter provided, or until his death.

Section 3. Co-Chair of the Board. The Co-Chairs of the Board shall be selected by and from the directors of the Corporation. The Co-Chairs shall preside over all meetings of the officers and the Board. The Co-Chairs shall have general and active management of the business of the Corporation and shall see that all orders and resolutions of the Board are carried into effect. The Co-Chairs shall have the general powers and duties of supervision and management usually vested in the office of President of a corporation. The Co-Chairs shall endorse official documents issued or published by the Corporation. The Co-Chairs shall be responsible for coordinating all Corporation activities.

Section 4. Vice-Chair. The Vice-Chair shall have the same powers as vested in the Co-Chairs, but shall not exercise said powers unless acting under the delegation, authority or direction of the Co-Chairs, or in the absence or incapacity of both of the Co-Chairs. The Vice-Chair shall have such additional prerogatives and powers as are not inconsistent with the powers conferred upon the Co-Chairs and as may from time to time be designated by the Co-Chairs or the Board.

Section 5. Secretary. The Secretary shall attend all meetings of the Board and shall preserve in books of the Corporation true minutes of the proceedings of all such meetings. The Secretary shall safely keep in his custody the seal to all instruments where its use is required. The Secretary shall give all notices required by statute, bylaw or resolution and shall perform such other duties as may be delegated to the Secretary by the Board. In the absence of the Secretary, the Co-Chairs shall appoint a temporary secretary.

Section 6. Treasurer. The Treasurer shall have custody of all corporate funds and shall keep, in books belonging to the Corporation, full and accurate accounts of all receipts and disbursements, and shall deposit all moneys, securities and other valuable effects in the name of the Corporation in such depositories as may be designated for that purpose by the Board. The Treasurer shall disburse such funds of the Corporation as may be ordered by the Board, taking proper vouchers for such disbursements, and shall render to the Co-Chairs and directors at the annual meetings of the Board, and whenever requested by them, an account of all of the transactions of the Treasurer, and of the financial condition of the Corporation. The books of account kept by the Treasurer shall at all times be open to inspection by any director in good standing. The Treasurer shall see to the timely collection of monies due to the Corporation and to the timely payment of all corporate obligations.

Section 7. Qualifications. All officers shall be directors and, at the option of the Board, any office may be held by any director, except as otherwise provided in these Bylaws. Assistants to officers may be appointed by the directors and such assistants need not be directors.

Section 8. Standards of Conduct. Each officer shall discharge the officer's duties as an officer in compliance with the standards of conduct set forth in Sections 7-128-401 *et seq.*, C.R.S., as amended from time to time.

Section 9. Resignation of Officer. Any officer may resign at any time by delivering a written resignation to either of the Co-Chairs or the Secretary. Unless specified therein, such resignation shall take effect upon receipt.

Section 10. Removals/Vacancies. The Board may remove any officer at any time with or without cause, by a vote of a majority of the directors then in office at any meeting of the Board. A vacancy in an office of the Corporation, whether resulting from removal, resignation, death, or otherwise, may be filled by the Board. An officer appointed to fill a vacancy shall hold the office until the next annual meeting or until his successor is duly elected.

Section 11. Salaries. The salaries or other compensation, if any, of the officers of the Corporation shall be fixed from time to time by the Board. No officer shall be prevented from receiving any such salary or compensation by reason of the fact that he is also a director of the Corporation.

ARTICLE VI COMMITTEES

Section 1. How Constituted; Powers; Term. The Board may from time to time designate such committees as the Board may deem appropriate, each of which committees shall include one or more directors. The members of all committees, whether directors or others, are subject to appointment by the Board. Except as provided in the Articles of Incorporation, these Bylaws or by applicable statute, any committee constituted by the Board shall have and may exercise only such power and authority as determined by the Board, shall be constituted for only such duration as approved by the Board and shall undertake only those assignments assigned to the committees by the Board. Each committee shall automatically terminate on December 31 of each calendar

year, unless renewed by the Board. Members of such committees may be designated at any meeting of the Board. At any time, the Board may abolish or reconstitute any such committee.

Section 2. Proceedings. Any committee as may be designated hereunder by the Board may fix its own presiding and recording officer or officers, and may meet at such place or places, at such time or times and upon such notice (or without notice) as it shall determine from time to time. It shall keep a record of its proceedings and shall report such proceedings to the Board at the meeting of the Board next following.

Section 3. Quorum and Manner of Acting. At all meetings of such committees the presence of members constituting two-thirds of the total authorized membership of the committee shall be necessary and sufficient to constitute a quorum for the transaction of business, and the act of two-thirds of the members present at any meeting at which a quorum is present shall be the act of such committee.

Section 4. Resignations. Any member of such committees as may be designated hereunder by the Board may resign at any time by delivering a written resignation to either of the Co-Chairs of the Board or the Secretary of the Corporation. Unless otherwise specified therein, such resignation shall take effect upon receipt.

Section 5. Removal. The Board may at any time remove any member of any committee designated by it hereunder, with or without cause.

Section 6. Vacancies. If any vacancy shall occur in any committee designated by the Board hereunder, by the reason of disqualification, death, resignation, removal or otherwise, the remaining members shall, until the filling of such vacancy, constitute the then total authorized membership of the committee and, provided that two or more members are remaining, continue to act. Such vacancy may be filled by the Board at any meeting of the Board.

ARTICLE VII INDEMNIFICATION

Section 1. Indemnification of Directors. The Corporation shall have the power to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative by reason of the fact that he is or was a director, officer, employee, or agent of the Corporation, or who, while serving as a director of the Corporation, is or was serving at the request of the Corporation as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise (collectively referred to in this Article as a "Director"), against reasonable expenses (including attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by the Director in connection with such action, suit, or proceeding, if the Director acted in good faith and in a manner the Director reasonably believed, in the case of conduct in an official capacity with the Corporation, to be in the best interests of the Corporation, and in all other cases, was at least not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit, or

proceeding by judgment, order, settlement, or conviction or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the Director did not meet the standard of conduct described in this Section. Notwithstanding the foregoing, the Corporation may not indemnify a Director in connection with a proceeding by or in the right of the Corporation in which the Director was adjudged liable to the Corporation or in connection with any other proceeding charging that the Director derived an improper personal benefit, whether or not involving action in an official capacity, in which proceeding the Director was adjudged liable on the basis that the Director person derived an improper personal benefit.

Section 2. Mandatory and Discretionary Indemnification. To the extent that a Director has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Section 1 of this Article, or in defense of any claim, issue, or matter therein, he shall be indemnified against reasonable expenses (including attorney fees) actually and reasonably incurred by him in connection therewith. Any other indemnification shall be made by the Corporation under a determination that indemnification of the Director is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 of this Article. Such determination shall be made either by the Board by a majority vote of a quorum consisting of directors who were not parties to such action, suit, or proceeding, or as otherwise provided in Section 7-129-106, C.R.S., as amended from time to time.

Section 3. Scope of Indemnification. The indemnification authorized by this Article shall apply to all present and future directors, officers, employees and agents of the Corporation and shall continue as to such persons who cease to be directors, officers, employees or agents of the Corporation and shall inure to the benefit of the heirs, executors, and administrators of all such persons and shall be in addition to all other indemnification permitted by law.

Section 4. Advances. Expenses incurred in defending a civil or criminal action, suit, or proceeding as contemplated in this Article may be paid by the Corporation in advance of the final disposition of such action, suit, or proceeding upon a majority vote of a quorum of the Board and if (1) the Director furnishes the Corporation with a written affirmation of the Director's good faith belief that he has meet the standard of conduct set forth in Section 1 of this Article, (2) the Director furnishes to the Corporation a written undertaking by or on behalf of the Director to repay the advance if it is ultimately determined that the Director did not meet the standard of conduct set forth in Section 1 of this Article and (3) a determination is made by the Board that the facts then known to the Board would not preclude indemnification under this Article.. Such determination shall be made in the same manner as provided in Section 2 of this Article.

Section 5. Insurance. The Corporation may purchase and maintain insurance on behalf of a Director against any liability asserted against the Director or incurred the Director in any such capacity or arising out of his status as such, whether or not the Corporation would have the power to indemnify the Director against any such liability under the laws of the State of Colorado, as amended from time to time.

ARTICLE VIII
EXECUTION OF INSTRUMENTS

Section 1. Checks, Etc. All checks, drafts, and orders for payment of money shall be signed in the name of the Corporation by any two (2) officers of the Corporation, or by any managing agent of the Corporation and any officer.

Section 2. Contracts, Conveyances, Etc. When the execution of any contract, conveyance or other instrument has been authorized by the Board or any authorized officer, either of the Co-Chairs or the Vice-Chair and the Secretary may execute the same in the name and on behalf of the Corporation and may affix the corporate seal thereto. The Board shall have power to designate the officers and agents who shall have authority to execute any instrument on behalf of the Corporation.

ARTICLE IX STAFF

Section 1. Staff Positions. The Board shall approve the establishment of, and has the authority to abolish, at any time, with or without cause, all staff positions of the corporation.

Section 2. Personnel Policies. The Board shall approve the general terms and conditions of employment for all employees, which shall be expressed in a set of personnel policies.

Section 3. Executive Director. The Board may hire, and has the authority to fire, at any time, with or without cause, an executive director to manage the corporation in accordance with the policies of the board. The Board shall determine the title, duties, compensation, and other terms of employment of the executive director.

Section 4. Other Employees. The authority to hire, and fire, at any time, with or without cause, other employees for authorized positions is delegated to the executive director. The executive director shall determine the title, duties and compensation of such employees within the terms of the policies of the Board.

ARTICLE X NON-DISCRIMINATION

The Corporation does not advocate, support, or practice discrimination based on age, ethnicity, gender, national origin, disability, race, size, religion, sexual orientation, or socioeconomic background.

ARTICLE XI AMENDMENT OF BYLAWS

Section 1. Percentage Required for Amendment. These Bylaws may be amended at any annual or special meeting of the Board by majority vote of the directors present at such meeting, provided that a quorum of the Board is present. Written notice of the proposed amendment to the Bylaws shall be given to each director at the time notice of meeting is given, or if notice is waived at least five (5) days prior to the meeting at which the amendment will be considered.

Section 2. Compliance. The Bylaws shall not be amended contrary to the provisions of the Articles of Incorporation, these Bylaws or the laws of the State of Colorado.

ARTICLE XII
FISCAL YEAR

The fiscal year of the corporation shall be from January 1st through December 31st of each year.

ARTICLE XIII
CORPORATE SEAL

The Corporation shall have an official seal which shall be the name of the Corporation and the state and year of the incorporation.

ARTICLE XIV
DISSOLUTION

In the event of dissolution of the Corporation, the assets of the Corporation shall be disposed of as determined by a majority of the directors, provided that such distribution of assets shall not be inconsistent with the Articles of Incorporation or the laws of the State of Colorado.

ARTICLE XV
MISCELLANEOUS

Section 1. Written Communications. Unless otherwise provided for in these Bylaws, all notices and other communications required to be provided in writing may be transmitted or received by the Corporation by electronically transmitted facsimile, e-mail or other form of wire or wireless communication.

Section 2. Construction and Definitions. Unless the context otherwise requires, the general provisions, rules of construction and definitions contained in the Colorado Revised Nonprofit Corporation Act, Sections 7-121-101 *et seq.* through 7-137-101 *et seq.*, C.R.S., as amended from time to time, shall govern the construction of these Bylaws. Without limiting the generality of the foregoing, the masculine gender includes the feminine and neuter, the singular number includes the plural and the plural number includes the singular.

Section 3. Severability. The invalidity or unenforceability of any portion or previous version of these Bylaws shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from these Bylaws and the balance of these Bylaws shall be construed and enforced as if these Bylaws did not contain such invalid or unenforceable portion or provisions.

The foregoing Bylaws were adopted by _____ vote of the members of the Corporation at a meeting held on the 8th day of March 2010, at which a quorum of the members of the Corporation were present.

SECRETARY

Agenda Item Summary	Item: D
	Date: March 8, 2010
Embrace Northern Colorado Board of Directors' Meeting	Staff: Daggett

Subject:

Formalizing a Fundraising Campaign Organization - 2011

Action:

Staff also recommends that the Board formalize the approach the Board is taking to fundraising and create and adopt a fundraising plan by establishing a formal fundraising committee for 2011.

Executive Summary:

embrace northern colorado will require funding from many sources to be successful. Those sources are likely to include local governments, business, philanthropic sources including foundations and individuals, and the state and federal governments.

A committee of Board members, volunteers, and staff is the most effective and efficient method for producing a plan and executing a strategy and campaign. The committee would meet periodically, outside regularly scheduled Board meetings, to develop a fundraising plan for 2011. The plan would be brought to the full Board for adoption and execution.

The plan will concentrate on 2011 although its likely to contain components for the longer term and address issues of operating capital and sustainability. The committee need not be wholly comprised of Board members, in fact,

Agenda Item Summary

embrace northern colorado - Fundraising

stakeholders should be encouraged and recruited to participate. The Board should establish whatever other criteria and goals it has for the committee and actively participate in recruitment of committee members from both Weld and Larimer counties.

The committee should report its progress at each regularly scheduled Board meeting thereby receiving ongoing direction from the Board as a whole.

Agenda Item Summary	Item: E
	Date: March 8, 2010
Embrace Northern Colorado Board of Directors' Meeting	Board: Milewski/Swanson

Subject:

Employment Agreement with John Daggett as Executive Director of **embrace northern colorado**

Executive Summary:

The proposed resolution relates to approval of an agreement for employment of John Daggett as Executive Director to serve the Embrace Northern Colorado Board.

This action approves the proposed agreement pending the recommendations from the subsequent legal review and authorizes and directs the Board CoChairs to execute the employment agreement between **embrace northern colorado** and Daggett. The agreement is contingent upon receipt of resources to fund the position.

Background:

Through September 30, 2008, the North Front Range Metropolitan Planning Organization (NFRMPO) provided staff support for **embrace northern colorado**. As of October 1, 2008, the beginning of federal fiscal year 2008-2009, the NFRMPO no longer provided that support.

At this time, **embrace northern colorado** has no funded staff support, and there is no formal relationship between Mr. Daggett and **embrace northern**

Agenda Item Summary

embrace northern colorado Executive Director Employment Agreement

colorado. This item provides for executive support for the Board and organization by Mr. Daggett, and formalizes the terms of employment of Mr. Daggett, in anticipation of the procurement of remaining funding recommended and required for **embrace northern colorado** to operate over a twelve-month period.

The proposed resolution approves the employment agreement and authorizes and directs the Board Chair to execute the employment agreement with Mr. Daggett which establishes the terms and conditions of his employment as Executive Director of **embrace northern colorado**, contingent upon available resources and pending subsequent legal review/recommendations already underway.

embrace northern colorado

choosing our future

RESOLUTION NO. 2010-03
OF THE GOVERNING BOARD OF embrace northern colorado
APPROVING THE EMPLOYMENT AGREEMENT AND DIRECTING THE COCHAIRS OF THE
BOARD TO EXECUTE AN EMPLOYMENT AGREEMENT WITH JOHN DAGGETT AS EXECUTIVE
DIRECTOR OF embrace northern colorado

WHEREAS, **embrace northern colorado**™ is in the process of organizing its administration and developing funds for the 2010-2011 operating year; and

WHEREAS, the Board of Directors of **embrace colorado** (“the Board”) will require the services of an Executive Director as soon as possible, in order to continue to develop program resources and to administer, plan, manage and carry out the actions of **embrace northern colorado**, as directed by the Board; and

WHEREAS, the Board desires to employ the services of John Daggett (“Daggett”) as Executive Director of **embrace northern colorado**; and

WHEREAS, it is the desire of the Board to enter into an employment agreement with Daggett, in order to provide certain compensation and benefits to Daggett, establish the terms and conditions of his employment with **embrace northern colorado**, and to define the working relationship between the Board and Daggett; and

WHEREAS, Daggett has negotiated an employment agreement with a committee of the Board providing for his employment as Executive Director of **embrace northern colorado**.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF **embrace northern colorado**, that:

SECTION 1. The Board hereby approves the employment agreement with John Daggett and authorizes and directs the Board Co-Chairs to:

- a. Execute the employment agreement with Daggett as the Executive Director of **embrace northern colorado** effective on or after March 15, 2010, contingent upon available resources and subsequent legal review and recommendations.

Passed and adopted at the regular meeting of the Board of Directors of **embrace northern colorado** this 8th day of March, A.D., 2010.

CoChair

ATTEST:

Secretary

EXECUTIVE DIRECTOR EMPLOYMENT AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of March, 2010, by and between the Governing Board of Embrace Colorado (DBA: "Embrace Northern Colorado"), a Colorado non-profit corporation (hereinafter called the "Board"), and JOHN B. DAGGETT (hereinafter referred to as "Daggett").

W I T N E S S E T H:

WHEREAS, the Board desires to employ the services of Daggett as Executive Director of Embrace Northern Colorado; and

WHEREAS, it is the desire of the Board to provide certain compensation and benefits to Daggett, establish the terms and conditions of his employment with the Board, and, to the extent permitted by law, define the working relationship between the Board and Daggett; and

WHEREAS, Daggett desires to accept employment with the Board as Executive Director in accordance with the terms and conditions of this Agreement.

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

SECTION I. DUTIES

The Board hereby agrees to employ Daggett as the Executive Director of Embrace Northern Colorado to perform the functions and duties specified in Exhibit A and to perform such other legally permissible and proper functions and duties as the Board may assign to Daggett in the future.

SECTION II. TERM

A. The term of this Agreement shall be one year and commence on March ____, 2010 and expire on March ____, 2011.

B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Board to remove Daggett from the position of Executive Director and terminate his employment with the Board under this Agreement at any time. For purposes of this Agreement, the words "remove," "removed" and "removal," when used in the context of Daggett being removed from the position of Executive Director by the Board shall be deemed to also mean that Daggett's employment with the Board under this Agreement has been terminated.

C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Daggett to resign at any time from his position as Executive Director, provided that he gives the Board thirty (30) days prior written notice of his intent to resign.

D. Daggett shall commence his employment with the Board under this Agreement as the Executive Director effective March ____, 2010.

SECTION III. SALARY AND MILEAGE REIMBURSEMENT

A. The Board shall pay to Daggett for his services as Executive Director an annual base salary of \$96,000, commencing March ____, 2010, which shall be payable in bi-weekly installments and subject to the customary tax deductions and withholdings required by law and any withholdings authorized by Daggett. Any subsequent modifications of Daggett's salary shall be accomplished by majority vote of the Board and shall be incorporated into this Agreement by this reference without the necessity of further modification of this Agreement.

At the commencement of employment, as incentive to Daggett and in recognition of Daggett's efforts to organize, raise funds for, and provide ongoing support to Embrace Northern Colorado, the Board shall pay to Daggett a one-time incentive payment in the amount of \$10,000, which shall be subject to customary tax deductions and withholdings.

B. In addition to the base salary referenced in subsection III(A) above, the Board shall reimburse Daggett for all business miles driven at the mileage reimbursement rate published by the US Internal Revenue Service.

SECTION IV. PAID TIME OFF

A. Daggett shall be granted thirty (30) days of annual paid time off (PTO), commencing as of the date of this Agreement. In addition, ten (10) days of such PTO shall be credited to Daggett as of the first full pay period of each year. The remaining balance of twenty (20) days of annual PTO shall accrue throughout the remainder of each such calendar year at the bi-weekly accrual rate of 6.154 hours. Notwithstanding any Board policy to the contrary, PTO accrued and unused by Daggett shall be subject to the following terms and conditions:

(1) At the end of each calendar year, the balance of Daggett's accrued, unused PTO remaining after any such cash conversion shall be carried over to subsequent years, up to a maximum accrual of eighty (80) hours. Any balance in excess of eighty (80) hours that exists as of the last day of the final pay period of the calendar year shall be forfeited by Daggett. For the purposes of this provision, the final pay period of the calendar year shall mean the last pay period that begins in such year.

(2) Upon the cessation of Daggett's employment with the Board, whether by termination, death, disability, resignation or otherwise, Daggett shall be compensated by cash payment for the total amount of his accrued, unused PTO balance. The amount of said payment shall be based upon Daggett's then current rate of pay.

B. Daggett shall be entitled to the following holidays each calendar year:

New Year's Day	January 1
Martin Luther King Day	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Veterans' Day	November 11
Thanksgiving Day	4th Thursday in November
Christmas Day	December 25

SECTION V. ADDITIONAL BENEFITS-RELATED COMPENSATION

The Board will pay an allowance equaling \$ 1,433.00 per month to Daggett in bi-weekly installments, to provide for the estimated cost to Daggett of acquiring for Daggett and his qualified dependents a benefit package and plan which may include, without limitation, group life, accidental death and dismemberment insurance; long-term disability insurance; dental reimbursement plan; dental insurance; vision insurance; and major medical insurance. This allowance has been determined to be consistent with the equivalent value of packages and plans offered other nonprofit executives in the Northern Colorado region.

SECTION VI. PENSION AND DEFERRED COMPENSATION BENEFITS

The Board agrees to execute all necessary agreements provided by a qualified financial advisor (hereinafter referred to as "Financial Advisor") for Daggett's participation in an Individual Retirement Account or other qualified retirement plan, and, in addition to the base salary paid by the Board to Daggett, the Board agrees to pay on Daggett's behalf an amount equal to five percent (5%) of Daggett's base salary into such qualified retirement plan, in equally proportioned amounts each pay period, and further agrees to roll over into another qualified retirement plan or to transfer Daggett's ownership in the plan to his succeeding employer's qualified plan upon Daggett's resignation or termination, to the extent such a rollover or transfer is allowed by law and the terms of the Board's plan.

In the event that Daggett wishes to make a contribution of his own to the above-referenced qualified retirement plan, in addition to the Board's contribution to said plan, and Daggett so notifies the Board in writing, the Board shall, within thirty (30) days of its receipt of such notice, execute all agreements, resolutions and/or other documents required by law or by Financial Advisor in order to accommodate such request. The amount of employee contribution to said plan authorized by the Board shall be the amount requested by Daggett or the maximum amount allowed by law, whichever is less.

SECTION VII. DUES AND SUBSCRIPTIONS

The Board agrees to budget and pay for the professional dues and subscriptions of Daggett necessary for his continuation and full participation in national, regional, state and local associations, organizations or certifications necessary and desirable for his continued professional participation, growth and advancement, and for the good of the Board. The actual amount will be determined by the Board during its annual budget adoption process. During the term of this Agreement, the amount is estimated to be \$1,325.00.

SECTION VIII. PROFESSIONAL DEVELOPMENT

The Board agrees to budget and pay for the reasonable travel and subsistence expenses of Daggett for professional and official travel, meetings, and occasions adequate to continue the professional development of Daggett and to adequately pursue necessary official and other functions for the Board, including the annual conferences of the American Planning Association, the Alliance for Regional Stewardship, and such other national, regional, state and local governmental groups and committees thereof which Daggett serves as a member. The Board also agrees to pay for the reasonable travel and subsistence expenses of Daggett to attend continuing education short courses, institutes and seminars related to his profession. The actual amount will be determined by the Board during its annual budget adoption process. During the term of this Agreement, the amount is estimated to be \$7,500.00.

SECTION IX. GENERAL EXPENSES

The Board recognizes that there are expenses of a non-personal and generally job-related nature that are incurred from time to time by Daggett in addition to those identified elsewhere in this Agreement. To the extent that the Board's Treasurer is authorized by applicable administrative procedures and policies of the Board, the Treasurer is authorized to pay directly or reimburse Daggett for such expenses upon receipt of proper documentation submitted not more often than monthly. The actual amount will be determined by the Board during its annual budget adoption process. During the term of this Agreement, the amount is estimated to be \$1,000.00.

SECTION X. COMMUNITY ACTIVITIES

The Board recognizes the desirability of Daggett participating in service and charitable organizations in the community and in the event Daggett becomes a member of such service and charitable organizations, the Board will pay all reasonable expenses and fees related to such membership. The actual amount will be determined by the Board during its annual budget adoption process. During the term of this Agreement, the amount is estimated to be \$ 500.00.

SECTION XI. TERMINATION AND SEVERANCE PAY

A. Daggett, as Board employee, shall be considered as an at-will employee under this Agreement and, therefore, the Board may remove Daggett from his position as Executive Director at any time with or without cause in accordance Colorado employment laws.

B. In the event that Daggett is removed from his position as Executive Director by the Board for "cause", Daggett shall only be entitled to such compensation as is required by Colorado law. As used in this Section XI, the word "cause" shall mean: (1) failure of Daggett to carry out his duties under this Agreement after written notice from the Board and a reasonable opportunity to cure; (2) failure of Daggett to desist from any act or omission believed by the Board to be contrary to the best interests of the Board after written notice to Daggett to desist and a reasonable opportunity to cure; (3) conviction of a felony or a crime of moral turpitude; (4) dishonesty towards, fraud upon, or deliberate injury or attempted injury to the Board; (5) the breach by Daggett of a term or condition of this Agreement; (6) any physical or mental disability that substantially limits a major life function of Daggett and that results in his inability to carry out any essential function of his job as Executive Director, with or without reasonable accommodations by the Board, provided that Daggett's disability entitles him to receive benefits under a disability plan acquired by Daggett hereunder or, if the disability is the result of a work-related injury, entitles him to benefits under the Colorado workers' compensation laws for being permanently and totally disabled.

C. In the event that Daggett voluntarily resigns from his employment with the Board under this Agreement, Daggett shall not be entitled to receive any further compensation from the Board accruing after the effective date of his resignation. Daggett shall, however, be entitled to receive from the Board all compensation and benefits that have accrued to him under this Agreement up to the effective date of his resignation.

D. In the event that Daggett is removed from his position as Executive Director by the Board for any reason other than for "cause" as defined in Section XI.B. above, the Board shall continue to pay Daggett bi-weekly his then-current salary as severance pay for a period of three (3) months from the effective date of his removal. In the event that the Board refuses, following written notice, to comply with any other provision benefitting Daggett herein, or Daggett resigns following written notice from the Board of termination other than for cause as described in subparagraph A. above, then Daggett may, at his option, be deemed to have been terminated by the Board without cause for the purposes of this Section, in which event Daggett shall be entitled to the severance pay provided for above.

E. Whether Daggett voluntarily resigns from his position as Executive Director under this Agreement or is removed from his position by the Board with or without cause, Daggett shall retain all rights and benefits that may have accrued to him under any of the benefit, pension, or deferred compensation plans provided to him under this Agreement and that he is entitled to retain in accordance with the provisions of such plans and applicable law as any Board employee who has resigned or been terminated from employment with the Board would be entitled to retain.

F. Additional benefits-related compensation, reimbursements and allowances shall be paid through the end of the month in which the termination occurs.

SECTION XII. PERFORMANCE EVALUATION

A. The Board shall review and evaluate the performance of Daggett at least once annually in advance of the adoption of the Board's annual operating and capital budgets. Said review and evaluation shall be in accordance with specific criteria developed jointly by the Board and Daggett. Said criteria may be added or deleted as the Board may from time to time determine, in consultation with Daggett. Further, the Board Chair shall provide Daggett with a summarized written statement of the findings of the Board's review and provide an adequate opportunity for Daggett to discuss his review and evaluation with the Board.

B. The Board and Daggett shall annually define such goals and performance objectives which they determine necessary for the proper operation of the Board and for the attainment of the Board's policy objectives and shall further establish the relative priority among these various goals and objectives, which goals and objectives shall be reduced to writing. Such goals and objectives shall be generally obtainable within the time limitations as specified in the annual operating and capital budgets.

SECTION XIII. HOURS WORKED

Embrace Northern Colorado recognizes that Daggett is required to work and perform on behalf of Embrace Northern Colorado other than an "eight-to-five" basis. As Executive Director, he is subject to call at any time, is required to attend night meetings, and is required to participate in various other activities that benefit Embrace Northern Colorado, often working long hours and at times that are not considered normal working hours. Embrace Northern Colorado expects Daggett to manage his schedule and working hours using good professional judgment in establishing flexible working hours.

SECTION XIV. INDEMNIFICATION

Embrace Northern Colorado shall indemnify and defend Daggett for all civil claims brought against Daggett arising out of an alleged act or omission by Daggett occurring during the performance of his duties as Executive Director, within the scope of his employment as Executive Director, and provided that such act or omission is not willful and wanton.

SECTION XV. BONDING

Embrace Northern Colorado will bear the full cost of any fidelity or other bond required of Daggett under any law or as may be deemed desirable by the Board.

SECTION XVI. NOTICES

Any notice or other communication required or permitted hereunder shall be in writing and shall be deemed to have been given on the date of service if served personally, or three (3) days after

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

THE BOARD OF DIRECTOS OF EMBRACE NORTHERN
COLORADO,
A Colorado Nonprofit Corporation

By: _____
Angela Milewski, Board Co-Chair

By: _____
Louis Swanson, Board Co-Chair

ATTEST:

Milan Karspeck, Board Secretary

By: _____
John B. Daggett

ATTEST:

Notary Public

Appendix A

Job Description

Executive Director

Embrace Northern Colorado

Embrace Northern Colorado is a non-profit organization created to help develop a regional vision that will assist Northern Colorado to guide the future of the two-county area over the next four decades.

The Executive Director's role is to oversee the daily management of the organization's activities that include outreach and public speaking, planning, fundraising, administration, and general support for board functions.

Primary Responsibilities:

Administration

General oversight for convening of all board and committee meetings held to further the goals of **Embrace Northern Colorado**.

Management of all administrative functions including budget, contracts, purchasing, personnel, auditing, and reporting.

Development

Implementation of a fundraising plan, with the **Embrace Northern Colorado** Financial Committee, to generate funding for general operations and special projects as determined by the **Embrace Northern Colorado** board.

Planning

Perform or supervise required complex planning activities consistent with Embrace Northern Colorado's philosophy and policies and the requirements and obligations of funding and grant sources.

Facilitation of cooperation among stakeholders to implement components of **Embrace Northern Colorado's** work as determined by the board including assisting with technical assistance and research, collaborating with key partners, and planning and implementing demonstration activities.

Coordination of all media relations and outreach activities including presentations to public and private sector organizations throughout the region.

Preferred Experience:

Experience working with regional issues and multiple stakeholder groups, especially in promulgating a regional vision representing common interests to local stakeholders representing diverse interests.

Experience with implementation of a regional vision or regional plan.

Qualifications:

5 to 8 years experience in:

- Land Use, transportation, and scenario planning
- Public and private fund-raising, grant and development programs
- Building successful collaborative partnerships
- Managing/supervising staff and volunteers
- Managing budget and finance operations

Significant experience in:

- Local, state and federal government grant development
- Fund development (including foundations, annual fund, corporations and major donors/gifts)
- Volunteer management and motivation
- Data base management
- Working with non-profit boards, government agencies and elected officials
- Managing program operations
- Managing public grants/contracts
- Strategic planning and annual reports

Familiarity with:

- Advocacy and community organizing
- Environmental, transportation, land use, land development, and business issues
- Working in a collaborative volunteer-based environment

QUALITIES

Decisive, supportive and inclusive leader

Self-confident, secure, mature, grounded

Ability to tolerate ambiguity and conflict

Analytical

Goal oriented

Well-organized

Written and oral communication skills (including good listening)

Salary:

Commensurate with experience

Agenda Item Summary	Item: F
	Date: March 8, 2010
Embrace Northern Colorado Board of Directors' Meeting	Staff: Daggett

Subject:

Budget & Financials

Executive Summary:

embrace northern colorado had \$3,784 cash on hand as of February 28, 2010, \$10,790 provided YTD in in-kind and pro bono services with ongoing in-kind commitments of approximately \$29,000/year, and a \$200,000 executed federal grant contract.

CDOT notified embrace northern colorado that it needed to begin expending the federal funds within the next several months or run the risk of losing them. CDOT has stated was likely that the \$200,000 in federal funds would be placed on a recission list by the State Office of Management & Budget if embrace northern colorado did not begin the project.

Staff has met with CDOT to prepare to expend resources from the grant contract. Administrative procedures are in place to meet the conditions of the contract.

Agenda Item Summary	Item: G
	Date: March 8, 2010
Embrace Northern Colorado Board of Directors Meeting	Staff: Daggett

Subject:

Adoption of the 2010/2011 annual **embrace northern colorado™** Budget and Work Plan

Recommendation:

Staff recommends adoption of the 2010/2011 annual **embrace northern colorado™** budget and work plan

Executive Summary:

The **embrace northern colorado** Board reviewed the work plan and associated budget of \$305,075 at their Board meeting on February 8, 2010. Revenues of \$200,000 in federal STP Metro funding, \$75,900 in cash contributions, and \$29,175 in pro bono and in-kind donations are projected.

The work plan and operating and project budget are attached. The work plan and budget represents a one year period from approximately April 1, 2010 to March 31, 2011.

Adopting the budget and work plan provides the Board, staff, supporters, contributors and the public a clear framework within which **embrace northern colorado™** will operate over the next year. It represents a formal position of the organization which can, from time to time, be amended to include additional work tasks, agreements, and revenues as those opportunities and/or resources become available.

Embrace Northern Colorado	Non-Profit Budget
April 1, 2010 Start Date	
EIN 42-1762331	
Revenues	
Federal	
EPA	\$0
DOT	\$0
MPO (STP Metro)	\$200,000
State	
DOLA	\$0
Other	\$0
Local	
Governments	\$0
Private	
Private Donors	\$50,000
Foundations	\$20,000
Inkind	\$29,175
Board	\$5,900
Total Revenue	\$305,075
Expenditures	
Personnel	
Salaries*	\$106,000
Benefits & Taxes	\$34,100
Planning Support	\$3,050
Social Networking Study	\$30,000
Board Expenses	
Meeting Space	\$0
Food	\$0
Computer	
Hardware	\$3,000
Software	\$700
ISP/IT Support	\$1,250
Server	\$0
Professional Services	
Accounting/Payroll Services/Banking Fees	\$12,000
Bookkeeping Support	\$10,400
Credit Line	\$0
Dues & Subscriptions	
American Planning Association/AICP	\$600
Alliance for Regional Stewardship	\$500
Colorado Nonprofit Association	\$225
Fund Raising Expense	
Supplies, Materials, Other	\$1,000
General Event/Meeting Expenses	
Room	\$3,000
Refreshments	\$1,200
Speaker Fee	\$6,500
Facilitation	\$6,400
Insurance	
General Liability	\$1,000
Auto	\$0
Directors & Officers	\$1,000
Legal	
Attorney	\$6,000
Office	
Office Rent	\$12,000
Postage	\$3,000
Furniture	\$0
Reproduction/Printing	\$14,400
Telephone	
Phone	\$400
Cell Service	\$1,450
Conferencing Service	\$0
Travel	
Professional Development	\$7,500
Auto	\$0
Licensing	\$0
Mileage Reimbursement	\$4,900
Auto Maintenance	\$0
Website Expense	
Hosting	\$1,000
Portal Development/Maintenance	\$32,500
Interest Expense	
Interest	\$0
Total Expenditures	\$305,075
Net	\$0

* One-time incentive - \$10k

2010/2011 Work Plan

Methodology

Task 1 – Discovery

Sub Task A - Identify and interview local and regional stakeholders as part of a comprehensive visioning/scenario planning process for the Northern Colorado region (both individuals and in group presentations).

Deliverable: Perform Social Networking Study
Establish Initiating Committee
Quarterly reports

Sub Task B - Develop extensive stakeholder contact information for of a comprehensive visioning/scenario planning process for the Northern Colorado region.

Deliverable: Stakeholder database sort-able by geographic location, affiliation, and interest
Identification of persons interested in the visioning/scenario planning effort

Sub Task C - Provide an internet portal to promote transparency to the planning process and broad access to information about **embrace northern colorado** during its start up year.

Deliverable: An integrated Web Portal focused on communications and data collection

Sub Task D - Seek government, foundation and other grants to complete the seven-step visioning/scenario planning process.

Deliverable: Applications for state, federal, corporate, and foundation funding for a regional visioning/scenario planning project

Sub Task E - Develop public outreach plan, public outreach materials and perform public outreach activities, such as public meetings, forums, open houses, press releases, news conferences, etc.

Deliverable: A public outreach plan, outreach materials, and outreach activities in all subregions of the region during the startup year

Sub Task F – Quality of Life Indicators - Develop benchmarks including environmental, economic, transportation, land use, healthcare, housing, natural resources, and technological measures.

Deliverable: Data in all significant areas of study relevant to visioning/scenario planning for Larimer and Weld counties
Outreach and active involvement of public groups and technical experts
Published Benchmark report

Sub Task G - Develop the Work Plan/Request for Proposals (external work) for the visioning/scenario planning project (2nd Year Work Plan).

Deliverable: Board adopted work plan/request for proposal for a visioning/scenario planning project

Sub Task H – Trend Line Analysis for quality of life indicators

Deliverable: Project Indicators to 2050
Publish trend line analysis report

Sub Task I - Provide support for embrace northern colorado stakeholder committees in implementing visioning/scenario planning in Northern Colorado.

Deliverable: Staff support for stakeholder committees

Milestones (See deliverables above)

Start-up Activities	Month 1
Social networking study begins	Month 2
Web portal effort begins	Month 2
Complete public outreach plan and materials	Month 3
Social networking study completed	Month 5
Initiating Committee established	Month 6
Benchmark measurement project initiated	Month 6
Web portal completed	Month 6
Trend line project initiated	Month 9
Draft Year-2 work plan completed	Month 9
Benchmark measurement project completed	Month 12
Complete stakeholder interviews	Month 12
Complete trend line project	Month 12
Conference	Month 12
Identify local and regional stakeholders	Ongoing
Local, state, federal, and foundation grant applications	Ongoing
Present visioning/scenario planning to jurisdictions	Ongoing
Perform public outreach activities	Ongoing

Sample Schedule of Activities (Assumes an April 1, 2010 start date)

April 2010

- Start up

May 2010

- Kick Off Open House/Reception
- Social Networking Study Begins
- Establish Benchmark Technical Working Group – (develops quality of life measures)

June 2010

- Choosing Our Future – Speaker Series
- Benchmark Working Group

July 2010

- Philanthropic Caucus
- Benchmark Working Group
- Establish Initiating Committee – (provides advice on benchmarks, caucuses, trends, and the Vision 2050 – Choosing Our Future Conference)
- Leadership Development Workshop
- Quarterly Newsletter

August 2010

- Choosing Our Future – Speaker Series
- Benchmark Report News Conference
- Establish Visioning Working Group – (develops proposal requirements for the visioning project)
- Initiating Committee

September 2010

- Mayors/City Managers Caucus
- Web Portal Launches
- Visioning Working Group
-

October 2010

- Choosing Our Future – Speaker Series
- Initiating Committee
- Leadership Development Workshop
- Quarterly Newsletter
- Annual Fundraising/Membership Drive

November 2010

- Academic Caucus
- Visioning Working Group

December 2010

- Choosing Our Future – Speaker Series
- Initiating Committee
- Annual Fundraiser

January 2011

- Quarterly Newsletter

February 2011

- Business Caucus
- Initiating Committee
- Choosing Our Future – Speaker Series
- Visioning Working Group Report & News Conference

March 2011

- Vision 2050 – Choosing Our Future Conference