

**City of Dacono**  
**Wednesday, May 10, 2023**  
**6:00 pm**  
**City Council Special Meeting**  
**Agenda**

**Meeting location: **New Annex Building**, 512 Cherry Ave - Building C, Dacono, CO 80514**  
**Members of the public interested in viewing the meeting electronically, please visit:**  
**<https://www.cityofdacono.com/319/City-Council>**

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**Roll Call**

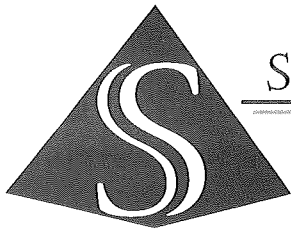
**Pledge of Allegiance**

**General Business**

**A. \*Discussion and appointment of an Interim City Attorney.**

**Adjournment**

*In accordance with Section 3-2(b) of the City of Dacono Home Rule Charter, no business shall be transacted at any special meeting of the Council unless it has been stated in the notice of the meeting.*



SAMSON  
LAW FIRM

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samsonlongmontlaw.com  
info@samsonlongmontlaw.com

April 4, 2023

vtaylor@cityofdacono.com

Valerie Taylor, MMC  
City Clerk,  
City of Dacono

**RE: RFP for Interim City Attorney Position**

Dear Ms. Taylor:

As previously indicated, I am interested in being considered for the Interim City Attorney position along with my colleague Payton Buhler of the Bell, Gould, Linder and Scott, PC law firm in Ft Collins. I previously provided you with a copy of my resume and this letter will address the specific questions set out in the City's Request for Proposal.

**Describe your experience with Home Rule Charter cities and municipal law**

I have represented statutory municipalities for 33 years. I have acted as special counsel for one home rule municipality, and I have been involved in two attempts (unsuccessful) to create home rule municipalities.

**Describe your experience providing legal guidance for land use and quasi-judicial matters.**

During the past thirty-three I have reviewed hundreds of annexation and development applications and provided both verbal and written advice on quasi-judicial matters.

**Firms should provide the name of the person providing the City Attorney services to the City.**

I am proposing a novel approach to legal interim representation for the City. I am a one-person law firm and would be the responsible attorney; however, I will also look to the Fort Collins law firm of Bell, Gould, Linder and Scott, P. C., For assistance is necessary, with attorney Payton Buhler of that firm who would assess me as necessary as by primary point of contact with that firm.

**This is the person that will be appointed as City Attorney from your firm.**

Richard E. Samson

- **Firms should provide the names and qualifications of each supporting member of the City Attorney team and how they will be utilized by the City Attorney.**

Richard E. Samson - see attached resume.

Payton Buhler – see the Bell, Gould, Linder & Scott, P.C. website at [www.bell-law.com](http://www.bell-law.com) for detailed information about each attorney and the firm's practice areas.

- **Describe any knowledge or experience that makes you, or any attorney(s) in your firm, particularly qualified to fulfill the City Attorney duties.**

There are not many issues that I have not dealt with in my 33-year career including recalls, censures and removal of elected officials which are not normal for most communities. I have dealt with almost every aspect of municipal law but have relied on specialists in the area of special districts and municipal finance. In attending many town board meetings, I have not been reluctant to appropriately call issues to the attention of the mayor and trustees (council persons) as things develop during the meeting.

- **Provide the name of your professional liability and other insurance carriers and the insurance limits on each policy.**

Richard E. Samson is insured by Berkeley Insurance Company and have been continuously insured since 1986. The limits of liability on my policy are \$1 million/\$2 million.

Bell, Gould, Linder & Scott is insured by ALPS and has been continuously insured. The limits of liability on our policy are \$1 million/\$2 million.

- **Disclose any potential conflicts of interest that you or any member of your firm may have in relation to the City of Dacono.**

Richard E. Samson and the Samson Law Firm, PC – no conflicts

Payton Buhler and Bell, Gould, Linder & Scott, PC – no known conflicts.

- **List of rates by the City Attorney and supporting staff and any other applicable billable rates and expenses, such as mileage, travel time, photocopying and postage.**

Richard E. Samson - \$250/hr. for all non-development work. \$395/hr. for all development work paid by the City but reimbursed to the City by the developers from a required retainer held by the City. Non-attorney staff time billed at \$150/hr. on as needed basis.

Bell, Gould, Linder & Scott \$225/hr. for all non-development work. \$300/hr. for all development work paid by the City but reimbursed to the City by the developers from a

required retainer held by the City. Non-attorney staff time billed at \$115/hr. on as needed basis.

- **Provide a minimum of three municipal client references.**

Tony Carey, former Mayor of Frederick  
Helen Migchelbrink, Town Manager, Town of Mead  
Louis Fineberg, City Manager, City of Creede  
Geoff Wilson, former CML General Counsel

On behalf of the Samson Law Firm, PC and Bell,  
Gould, Linder and Scott, PC



Richard E. Samson

RES

# RICHARD E. SAMSON

717 Fifth Avenue, Longmont, CO 80501 • (303) 588.7503

[rick@samsonlongmontlaw.com](mailto:rick@samsonlongmontlaw.com)

[www.samsonlongmontlaw.com](http://www.samsonlongmontlaw.com)

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## MUNICIPAL ATTORNEY

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### EXECUTIVE PROFILE

Accomplished attorney admitted to practice of law in the State of Colorado, the State of Kansas, the U.S. District Court of Colorado, the U.S. District Court of Kansas, and the 10<sup>th</sup> Circuit Court of Appeals, a member of the Colorado Bar Association, the Weld County Bar Association, the Boulder County Bar Association, the Boulder County Bar Foundation, the Kansas Bar Association, the Legal Aid Foundation and the Colorado Municipal League, who has expertise in all aspects of land use and development, contract negotiations and possesses a deep and clear understanding of government relations and public affairs strategic development.

### SKILLS HIGHLIGHTS

- Expert knowledge of Municipal laws and practices
- Excellent verbal and written communication skills
- Contract negotiation
- Land Use, including annexations and subdivisions
- Economic Development
- Ability to adapt style to the audience
- Commitment to Integrity and Excellence

### CURRENT PRINCIPAL PRACTICE AREAS

- Municipal Law
- Business Law
- Real Estate Law
- Probate
- Estate Planning

### MUNICIPAL REPRESENTATIONS

- Town of Frederick
- Town of Lyons
- Town of Mead
- Town of Timnath
- Town of Wellington
- Town of Lochbuie
- City of Loveland – Employment Matter Special Council
- \* City of Creede

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## MUNICIPAL ATTORNEY

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### EDUCATION

J.D. – Washburn University School of Law, Topeka, Kansas

B.A. – Bethany College, Lindsborg, Kansas

### ELECTED OFFICE

Stevens County Attorney, Stevens County, Kansas (Two terms)

St. Vrain Valley Board of Education, (Colorado) (Two terms)

### REPORTED CASES

Gale Reese vs. Gas Engineering and Construction and Home Insurance Company,  
548 P.2nd, 746 (KS Sup.Ct.);

Town of Lyons vs. Bashor, 867 P.2nd, 159 (Colo. App.);

Colorado Manufactured Housing Association, et al vs. The Town of Frederick, et al,  
977 F.Supp. 1080, d. Colo;

Minch vs. Town of Mead, 957, P.2d 1054 (Colo. App.);

Town of Frederick vs. North American Resource Company, 60 P.3rd, 578 (Colo. App.);

Town of Erie vs. Town of Frederick, 251 P.3d 500 (Colo.App.Div. 1).

### AWARDS

Boulder County Bar Association

Ron Porter Community Service Award

Partners of Boulder County, Inc.

Lee Shepard Memorial Volunteer of the Year Award

Longmont Twin Peaks Rotary Club

Larry Nelson Community Service Award

4 Way Test Award

### CURRENT CIVIC INVOLVEMENT

Member, Board of Directors, Front Range Community College Foundation

Member, Board of Directors, Longmont Twin Peaks Rotary Club

Member, Congregation Council, First Evangelical Lutheran Church

# **RICHARD E. SAMSON**

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## **MUNICIPAL ATTORNEY**

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### **PAST CIVIC INVOLVEMENT**

Member, Board of Directors, Bethany College, Lindsborg, KS

Elected member of the St. Vrain Valley Board of Education

Board Member and Vice-President of Partners, Inc. (national organization)

Board Member, Assistant Secretary and Counsel to the Longmont Foundation

Chairman of Boulder County Republican Party

Chairman, Republican Second Congressional District

Partners of Boulder County, Inc. Past President

Longmont Area Chamber of Commerce, Past Chair

Longmont Twin Peaks Rotary Club, Past President

Habitat for Humanity of the St. Vrain Valley Community Development Committee

### **MILITARY SERVICE**

Captain – U.S. Army

**CITY OF DACONO, COLORADO  
INDEPENDENT CONTRACTORS AGREEMENT**

**THIS INDEPENDENT CONTRACTORS AGREEMENT** (the “Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023 (the “Effective Date”) by and between the City of Dacono, Colorado, a Colorado municipal corporation (the “City”) and Richard E. Samson of the Samson Law Firm, PC and Matthew Gould and Payton Buhler of Bell, Gould, Linder & Scott, PC .(“Contractors”).

**WHEREAS**, The City desires to engage the services of Contractors to provide the legal services on an as needed basis; and

**WHEREAS**, the Contractors wish to become associated with the City as an independent Contractors; and

**WHEREAS**, the parties wish to memorialize their contractual relationship.

**NOW, THEREFORE**, incorporating the foregoing Recitals herein, which are hereby acknowledged as being true and correct, and in consideration of the mutual promises, agreements, undertakings and covenants, as set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby mutually agree as follows:

**SECTION 1: PARTIES**

- 1.1** City. City is a municipal corporation located in Creede, Colorado.
- 1.2** Contractors. Contractors are private, independent businesses who will exercise discretion and judgment of an independent Contractors in the performance and exercise of its rights and obligations under this Agreement. Contractors shall use their own judgment and skills in determining the method, means, and manner of performing this Agreement. Contractors shall be responsible for the proper performance of this Agreement in accordance with any and all applicable federal, state, and municipal laws, regulations, and orders.
- 1.3** Interim City Attorney. Richard E. Samson will be the Interim City Attorney assisted by Matthew Gould and Payton Buhler of the Bell, Gould, Linder & Scott, PC law firm for assistance, as necessary.
- 1.4** Intent of the Parties. By this Agreement, City and Contractors intend for Contractors to be an independent Contractors in relationship to the City and not the City’s employee or agent. Consequently, Contractors will not be considered an employee or agent of the City at any time under any circumstances, for any purpose.
  - a) Contractors do not have the authority to act for the City, or to bind the City in any respect whatsoever, or to incur any debts or liabilities in the



name of or on behalf of the City. Contractors are not agents of the City and will not hold themselves out to the public as an agents of the City

- b) Contractors have and hereby retain control of and supervision over the performance of Contractors' obligations hereunder and control over any persons employed by Contractors for performing the Services hereunder.
- c) City will not provide training or instruction to Contractors or any of its employees regarding the performance of Services hereunder.
- d) Neither Contractors, nor its employees, will receive benefits of any type from the City.
- e) Contractors represent that they are engaged in providing similar services to the general public and is not required to work exclusively for the City.
- f) All Services are to be performed solely at the risk of Contractors, and Contractors shall take all precautions necessary for the proper and sole performance thereof.
- g) Contractors will not combine their business operations in any way with the City's business operations, and each party shall maintain their operations as separate and distinct.

#### **1.04 CONTRACTORS RESPONSIBILITIES**

In addition to all other obligations contained herein, Contractors agrees:

- a) To furnish all tools, labor, and supplies in such quantities and of the proper quality to professionally and timely perform the Services.
- b) To proceed with diligence and promptness and hereby warrants that such Services shall be performed in accordance with the highest professional workmanship and service standards in the field to the satisfaction of City.
- c) To comply, at their own expense, with the provisions of all state, local, and federal laws, regulations, ordinances, requirements, and codes which are applicable to the performance of the Services hereunder or to Contractors as employers.

#### **SECTION 2. TERM, DUTIES, COMPENSATION**

2.01 Term. This Agreement shall commence on the Effective Date and shall remain in existence until terminated

2.02 Non-appropriation. No part of this Agreement shall be construed as creating a "multiple fiscal year obligations" as that term is defined by Article X, Section 20 of the Colorado Constitution. This Agreement may be terminated, without penalty, by the City affirmatively declaring that it will not appropriate sufficient funds for the upcoming year. Notice of termination due to non-appropriation shall be provided no

later than December 1 and shall be effective at the end of the fiscal year in which such notice was provided.

- 2.03 Duties and Compensation. The Contractors will perform legal services for the City on an as needed basis and will be compensated at the rate of \$250.00 per hour for all non-development work and \$300/hr. for all development work paid by the City but reimbursed to the City by the developers from a required retainer held by the City. Non-attorney staff time billed at \$150/hr. on as needed basis. Contractors will provide monthly itemized bills for each matter on which work has been performed.
- 2.04 Background Check. The City may, at its sole discretion, conduct a background check of Contractors, its owners and employees. Contractors agrees to execute any forms necessary to facilitate the background check.

### **SECTION 3. OPERATIONS**

- 3.01 Expenses: The Contractors shall not incur any expense or debt on behalf of the City without written authorization.
- 3.02 Federal, State, and Municipal Laws and Regulations. City and Contractors each agree to abide by all applicable federal, state, and municipal laws and regulations and rules.

### **SECTION 4. INSURANCE AND INDEMNITY PROVISIONS**

- 4.01 Insurance. Contractors shall maintain and keep in force during the term hereof one or more policies of liability insurance written by one or more responsible insurance carrier(s), which will include protecting and indemnifying the City in the following amounts:
- a) Comprehensive General Liability - \$2,000,000 combined aggregate
  - b) Automobile Liability - \$1,000,000
  - c) Workers Compensation
  - d) Professional Liability - \$1,000,000
- 4.02 Damage and Indemnity. Contractors assumes full responsibility for any and all damages caused by Contractors' exercise of its activities as authorized by this Agreement. Contractors agrees that it will at all times protect, defend and indemnify and hold harmless the City, its officers, agents, employees, tenants and their successors and assigns from and against all liabilities, losses, claims, demands, actions and court costs (including reasonable attorneys' fees), arising from or growing out of loss or damage to property or injury to or death to any persons resulting in any manner from the actions or failure to act of Contractors or any invitees, guests, agents, employees or subContractors of Contractors, whether brought by any of such persons or any other person arising from Contractors' activities as authorized by this Agreement. Contractors shall

promptly pay to the City, its successors or assigns, the full amount of any such costs, loss or damage which the City, its successors or assigns may sustain or incur, or for which the City, its successors or assigns, may become liable.

## **SECTION 5. TERMINATION**

- 5.01 Termination. Either party upon fifteen (15) days prior written notice may terminate this Agreement with or without cause.
- a) Neither party shall be liable or deemed to be in default for any delay or failure in performance under this Agreement or interruption of service resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, accidents, fire, explosions, earthquakes, floods, or any causes beyond the control of such party.
  - b) Upon termination by either party, Contractors shall immediately cease any and all activities related to this Agreement, and shall return any keys, materials, tools, or other items provided by the City to the Contractors in conjunction with this Agreement.

## **SECTION 6. MISCELLANEOUS**

- 6.01 Nonexclusive Nature. This Agreement does not grant Contractors an exclusive privilege or right to supply Services to the City. City makes no representations or warranties as to a minimum or maximum procurement of Services hereunder.
- 6.02 Savings Clause. If any part, term, or provision of this Agreement is declared unlawful or unenforceable, the remainder of this Agreement shall remain in full force and effect, except that, in the event any state or federal governmental agency or court authoritatively determines that the relationship between Contractors and City is one of employment rather than independent Contractors, this Agreement shall become null and void in its entirety.
- 6.03 Conflicts of Interest; Non-hire Provision. Contractors are free to enter into this Agreement, and that this engagement does not violate the terms of any agreement between the Contractors and any third party. During the term of this agreement, the Contractors shall devote as much productive time, energy and abilities to the performance of its duties hereunder as is necessary to perform the required duties in a timely and productive manner. The Contractors are expressly free to perform services for other parties while performing services for the City. For a period of six months following any termination, the Contractors shall not, directly or indirectly hire, solicit, or encourage to leave the City's employment, any employee, consultant, or Contractors of the City or hire any such employee, consultant, or Contractors who has left the City's employment or contractual engagement within one year of such employment or engagement.
- 6.04 Right to Injunction. The parties hereto acknowledge that the services to be rendered by the Contractors under this Agreement and the rights and privileges granted to the City under the Agreement are of a special, unique, unusual, and

extraordinary character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated by damages in any action at law, and the breach by the Contractors of any of the provisions of this Agreement will cause the City irreparable injury and damage. The Contractors expressly agree that the City shall be entitled to injunctive and other equitable relief in the event of, or to prevent, a breach of any provision of this Agreement by the Contractors. Resort to such equitable relief, however, shall not be construed to be a waiver of any other rights or remedies that the City may have for damages or otherwise. The various rights and remedies of the City under this Agreement or otherwise shall be construed to be cumulative, and no one of them shall be exclusive of any other or of any right or remedy allowed by law. Contractors waive any and all right to injunctive relief in the event of any dispute with the City, and the Contractors' sole remedy in such a dispute shall be at law.

- 6.05 Independent Contractors. This Agreement shall not render the Contractors an employee, partner, agent of, or joint venturer with the City for any purpose. The Contractors is and will remain an independent Contractors in their relationship to the City. The Contractors shall have no claim against the City hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

**IMPORTANT NOTICE: INDEPENDENT CONTRACTORS ARE NOT ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS OR WORKERS' COMPENSATION BENEFITS UNLESS SUCH COVERAGES ARE PROVIDED BY THE INDEPENDENT CONTRACTORS OR SOME OTHER ENTITY. CONTRACTORS SHALL SATISFY ALL TAX AND OTHER GOVERNMENTALLY IMPOSED RESPONSIBILITIES INCLUDING, BUT NOT LIMITED TO, PAYMENT OF STATE, FEDERAL AND SOCIAL SECURITY TAXES, UNEMPLOYMENT TAXES, WORKERS' COMPENSATION AND SELF-EMPLOYMENT TAXES. NO FEDERAL, STATE OR LOCAL TAXES OF ANY KIND SHALL BE WITHHELD OR PAID BY THE CITY.**

- 6.06 Illegal Aliens. The Contractors shall not knowingly employ or contract with an illegal alien to perform work under this contract The Contractors certify that (I) Contractors do not knowingly employ or contract with any illegal aliens; (ii) Contractors have confirmed or attempted to confirm the employment eligibility of all employees who are newly hired for employment in the United State; and (iii) Contractors shall not enter into a contract with a subContractors that fails to certify to the Contractors that the subContractors shall not knowingly employ or contract with an illegal alien to perform work under this contract. The Contractors shall comply with all reasonable requests made in the course of an investigation by the Colorado Department of Labor and Employment. If the Contractors fails to comply with any requirement of this provision, the City may terminate this contract for cause and the Contractors shall be liable for actual and consequential damages to the State. A Contractors that operates as a sole proprietor hereby swears or affirms under penalty of perjury that the Contractors

(I) is a citizen of the United States or otherwise lawfully present in the United States pursuant to federal law; and (ii) shall produce proper identification prior to the effective date of this Contract.

- 6.07 Ability to Bind the Other Party. Neither City nor Contractors are the agents of the other, and neither shall have the right to bind the other by contract or otherwise, except as specifically provided in this Agreement.
- 6.08 Applicable Law. This Agreement shall be construed according to the laws of the State of Colorado.
- 6.09 Time. Time is of the essence of this Agreement and of each covenant thereof. In the computation of any period of time, which shall be required or permitted hereunder, for notice, or under any law for any notice or other communication or for the performance of any term, condition, covenant, or obligation, the day from which such period runs shall be excluded and the last day of such period shall be included, unless it is a Saturday, Sunday or legal holiday, in which case, the period shall be deemed to run until the end of the next day which is not a Saturday, Sunday, or legal holiday.
- 6.10 Recitals and Exhibits. The Recitals hereto and any Exhibits which may be attached to this Agreement are hereby incorporated herein and made a part of this Agreement by this reference; however, in the event of a conflict between provisions in this Agreement and any exhibits, the provisions in this Agreement shall control.
- 6.11 Attorney's Fees. If either party employs an attorney to enforce this Agreement, the party in default shall pay the prevailing party the reasonable expenses of the prevailing party, including but not limited to attorney's fees reasonably incurred whether occasioned by litigation or not.
- 6.12 Assignment and Subcontracting. Contractors may not delegate, assign or subcontract all or any part of its duties and obligations hereunder without obtaining the City's prior written consent.
- 6.13 No Modification or Waiver of Conditions. Contractors may not waive or modify all or any part of its duties, obligations or conditions hereunder without obtaining the express written consent of the City.
- 6.14 Merger of Understanding. The provisions of this Agreement represent the entire and integrated agreement between the City and the Contractors and supersede all prior negotiations, representations and agreements, whether written or oral, except as where noted. This Agreement may be modified only by a written document signed by both parties and approved by the City Board at a public meeting.
- 6.15 Third Party Rights. The parties do not intend to confer any benefit hereunder on any person or entity other than the parties hereto and their respective successors and assigns.

- 6.16 Waiver. No consent or waiver, express or implied, by a party to or of any breach or default by the other in the performance by the other of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance of such party or any other party of the same or any other of its obligations. Failure on the part of any party to complain of any act or failure to act of any other party or to declare any such party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder.
- 6.17 Captions. The captions in this Agreement are inserted only for the purpose of convenient reference and in no way define, limit or prescribe the scope or intent of this Agreement or any part thereof.
- 6.18 Acknowledgment of Review. Contractors hereby expressly acknowledges that they have reviewed and understand each and every provision of this Agreement.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the date above.

CITY OF DACONO, CO

THE SAMSON LAW FIRM, PC

By \_\_\_\_\_  
Adam Morehead, Mayor

By \_\_\_\_\_  
Richard E. Samson, President

ATTEST:

BELL, GOULD, LINDER AND SCOTT,  
PC

\_\_\_\_\_  
Valerie Taylor, City Clerk

By \_\_\_\_\_  
Matthew Gould