



WINDSOR DOWNTOWN DEVELOPMENT AUTHORITY

P.O. BOX 381, Windsor, CO 80550

www.windsordda.com

BOARD OF DIRECTORS MEETING

October 16, 2013 – 7:30 a.m.

301 Walnut Street, First Floor Conference Room, Windsor, CO 80550

Agenda

- A. Call to Order
- B. Roll Call
- C. Public Invited to be Heard
- D. Review of Agenda by the Board and Addition of Items of New Business to the Agenda for Consideration by the Board
- E. Approval of Minutes from the September 18, 2013 Board of Directors Meeting – S. Sheffler
- F. Report of Bills & Financial Report – P. Garcia
- G. Consideration of Contract with C+B Designs to facilitate Concept Plan for Windsor Downtown Development Authority Property located north of Main, between 4th and 5th Streets – P. Garcia
- H. Preview of concept sketches; DDA lots - Kristin Cypher, C+B Designs
Documents to be provided at meeting
- I. Resolution No. 2013-DDA02 – A Resolution of the Board of Directors of the Windsor Downtown Development Authority Approving and Recommending to the Town Board of the Town of Windsor the Determining and Fixing of the Mill Levy of the Windsor Downtown Development Authority for the Fiscal Year Ending December 31, 2014 – P. Garcia
- J. Resolution No. 2013-DDA03 - A Resolution of the Board of Directors of the Windsor Downtown Development Authority Approving and Recommending to the Town Board of the Town of Windsor the Budget of the Amounts Required to Pay the Expenses of Conducting Business of Said Authority, and the Appropriation of Funds Therefor, for the Fiscal Year Ending December 31, 2014 – P. Garcia
- K. Approval of a letter to the Town of Windsor recommending that the Town revise parking standards in the downtown area. The parking standards should reflect the historic development pattern and unique opportunities and constraints of downtown redevelopment – B. Walker
- L. Report from Sub-Committees
 - 1. Marketing Committee
Salsa on 5th Street
Windsor Wonderland
 - 2. Beautification Committee



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3. Parking Committee

M. Communications

- Farmer's Market discussion – P. Garcia

N. Adjourn

Upcoming meetings:

October 23 Marketing Committee @ 7:30 am

November 6 Beautification Committee @ 7:30 am

November 13 Parking Committee @ 7:30

November 20 Regular Meeting @ 7:30 am

November 27 Marketing Committee @ 7:30 am



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BOARD OF DIRECTORS MEETING

September 18, 2013 – 7:30 a.m.

301 Walnut Street, First Floor Conference Room, Windsor, CO 80550

Minutes

A. Call to Order

Chairman Winter called the meeting to order at 7:30 a.m.

B. Roll Call

Chairman Bob Winter
Vice Chairman Dan Stauss
Secretary/Treasurer Craig Peterson
Kristie Melendez
Sean Pike
Dean Koehler
Jason Shaeffer

Excused:

Also present:

Town Manager	Kelly Arnold
Town Clerk	Patti Garcia
Management Assistant	Kelly Unger
Associate Planner	Brett Walker
Associate Planner	Josh Olhava
Administrative Specialist	Sandra Sheffler

C. Public Invited to be Heard

There was no public comment.

D. Review of Agenda by the Board and Addition of Items of New Business to the Agenda for Consideration by the Board

There were no changes to the Agenda.

E. Approval of Minutes from the August 21, 2013 Board of Directors Meeting and August 26, 2013 Special Meeting Minutes – M. Lee

Secretary/Treasurer Peterson motioned to approve the Minutes as presented; Board Member Koehler seconded the motion. Roll call on the vote resulted as follows:

**Yeas – Winter, Stauss, Peterson, Melendez, Pike, Koehler
Nays – None. Motion carried.**

F. Report of Bills – P. Garcia

Town Clerk Garcia stated that three of the checks listed were related to the Salsa on 5th event. As the event was postponed, the checks are being held until a new date is chosen.

Secretary/Treasurer Peterson motioned to approve the Report of Bills as presented; Board Member Koehler seconded the motion. Roll call on the vote resulted as follows:

**Yeas – Winter, Stauss, Peterson, Melendez, Pike, Koehler
Nays – None. Motion carried.**

G. Report from Sub-Committees

1. Marketing Committee



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Salsa on 5th Street – discussion of new date for event
Board Member Melendez reported on Salsa on 5th stating it has been tentatively rescheduled to October 5, 2013 due to the storms and flooding mid-September. The event will be held from 5:30 to 7:30. The Committee is checking on the availability of the band, sound, dancers and vendors. The Committee is meeting on September 23 and will discuss the DDA website and Windsor Wonderland; the DDA is a sponsor of the event. The DDA Board discussed the Farmer's Market and determined they would not have a booth for the last weekend (September 21)

2. Beautification Committee

Overview of discussion with Kristin Cypher – Britina Design Group
Town Clerk Garcia reported that Kristin Cypher had attended the last Beautification Committee meeting and would be providing a scope of work and concept plan for the DDA owned lots. The information should be available at the next Beautification Committee meeting for review. Chairman Winter inquired about the status of the undergrounding to which Associate Planner Olhava reported that he is to receive information by Friday and he will forward it along to the DDA board.

3. Parking Committee

Associate Planner Walker stated that he was preparing a document to be shared at the October 23 meeting at Nana Bea's regarding employee parking and options in the DDA area. Secretary/Treasurer Peterson noted that Main Street is "come and go" parking. The board members discussed the parking study and the ideas that were provided such as 2 hour parking limits. Mr. Walker will draft the parking document that will be shared at the October 23 meeting to allow for attendees to provide comments regarding employee parking.

H. Draft Budget & Mill Levy Discussion – D. Moyer & P. Garcia

Director of Finance Moyer reported on the draft budget. It was noted that the property tax was down in 2013 from 2012 numbers; Mr. Moyer stated that he contacted the Weld County Assessor who advised the change could have been due to a variety of reasons but most likely because the DDA purchased property is no longer taxable. The revenues include a carry-over of funds unused 2013 funds along with the \$250,000 transfer from the Town of Windsor General Fund which was committed to the DDA annually until 2016. The Board discussed the change from 1 mill to 2 mills; Town Clerk Garcia stated the goal is to be at 5 mills by the time the Town of Windsor funding ends in 2016.

Town Clerk Garcia reviewed the draft expenditures with the DDA Board requesting that the façade program be funded at \$100,000 and Site Improvements be funded at \$20,000. There were no other changes to the draft expenditures.

The DDA will join the Town Board at their October 28, 2013 work session to review their budget; the final adoption of the Town of Windsor budget takes place on November 25, 2013.

I. October 24, 2013 Downtown Meeting at Nana Bea's (formerly House of Windsor) – B. Winter

Chairman Winter reported that a meeting of the DDA would be held at Nana Bea's on October 23 from 5:30 to 8:00 pm. The meeting will be hosted by the DDA and each



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attendee will receive \$3 in Windsor Bucks that they can use toward purchasing something at Nana Bea's.

Chairman Winter motioned to authorize the expenditure of \$3 per DDA member at the October 23, 2013 meeting at Nana Bea's; Secretary/Treasurer Peterson seconded the motion. Roll call on the vote resulted as follows:

Yeas – Winter, Stauss, Peterson, Melendez, Pike, Koehler

Nays – None. Motion carried.

Town Clerk Garcia stated that she would have postcards mailed the week of October 14 to the DDA mailing list advising them of the meeting.

J. Communications
None.

K. Adjourn
After a motion duly made, the meeting was adjourned at 8:50 a.m.

Downtown Development Authority

REPORT OF BILLS

08/31-10/04/2013

*At the regular meeting of the Downtown Development Authority,
Colorado, held in the Windsor Town Hall Board Room on October 16, 2013
the following claims were presented, examined, and approved by the DDA*

VENDOR	DESCRIPTION	INVOICE #	AMOUNT
Breast Friends Cancer Support	sponsorship of Footsteps to Hope Walk	Donation	\$ 3,000.00
Spokes	Bike for Wheels N Deals promotion	867	942.51
Spokes	Bike for Wheels N Deals promotion	873.1	57.49
Mantooth Marketing	Event retainer (2 of 3) stamp card/flyer	3497	1,289.27
Mantooth Marketing	Wheels N Deals, wrap, stickers	3500	2,701.70
Petty Cash Customer Svc	sales tax license app/money order	SEPT 2013	\$ 9.29
Liley Rogers & Martell	legal services 8/29/13	12407	84.00
Liley Rogers & Martell	legal services 10/1/13	12427	\$ 120.00
King Surveyors	Alta survey-Burlington subdv/househ	133806	1,550.00
TOTAL DISBURSEMENT REQUEST			<u>\$ 9,754.26</u>
TOTAL			<u>\$ 9,754.26</u>



301 Walnut Street
 Windsor, CO 80550
 Office 970-674-2400
 Fax 970-674-2456

Finance Department	
Vendor #	Ø
Obligation #	102424

PAYMENT REQUEST

INVOICE NUMBER:	
VENDOR: Breast Friends Cancer Support Foundation	
DBA:	
(IF OTHER THAN VENDOR)	
Address: PO Box 294 Windsor, CO 80550	
Phone:	DDA EXPENSE
Fax:	

INVOICE DATE	PROCESSED BY	SUPERVISOR APPROVAL	DEPT. HEAD APPROVAL
8/26/2013	Patti Garcia		P Garcia <i>[Signature]</i>

BUDGET LINE ITEM				DESCRIPTION	TOTAL
FUND	DEPT.	FUNCTION	PROJECT		
19	486	6213		DDA sponsorship of Footsepts to Hope Walk	\$3,000
				TOTAL	\$3,000.00



WINDSOR DOWNTOWN DEVELOPMENT AUTHORITY

P.O. BOX 381, Windsor, CO 80550

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BOARD OF DIRECTORS SPECIAL MEETING

August 26, 2013 – 5:45 p.m.

301 Walnut Street, First Floor Conference Room, Windsor, CO 80550

MINUTES

A. Call to Order

Chairman Winter called the meeting to order at 5:45 p.m.

B. Roll Call

Chairman Bob Winter
Vice Chairman Dan Stauss
Secretary/Treasurer Craig Peterson
Sean Pike
Dean Koehler
Kristie Melendez
Jason Shaeffer

Absent:

Also present: Town Clerk

Patti Garcia

C. Breast Friends funding request - Debbie Martin

Debbie Martin brought forward a request for funding of the Breast Friends event, Footsteps to Hope Walk, being held on September 7, 2013. The board members discussed the opportunity to support event and determined to fund Breast Friends with \$3,000.

Board Member Pike motioned to approve funding Breast Friends Cancer Support Foundation in the amount of \$3,000; Secretary/Treasurer Peterson seconded the motion. Roll call on the vote resulted as follows:

Yeas – Winter, Stauss, Peterson, Melendez, Pike, Koehler, Shaeffer

Nayes – None. Motion carried.

The DDA Board discussed the \$1,000 funding approved at the August 21, 2013 meeting for Bulls on Beach which will be held at New Liberty and County Road 17 in Windsor. Pursuant to information received from Joshua Liley, DDA legal counsel, the funds will not be distributed as the event is not being held in the downtown area. Mr. Liley advised Town Clerk Garcia funding outside of the DDA area is not permissible or appropriate under the state statutes.

D. Adjourn

A motion was made to adjourn at 6:00 pm and seconded. Roll call on the vote resulted as follows:

Yeas – Winter, Stauss, Peterson, Melendez, Pike, Koehler, Shaeffer

Nayes – None. Motion carried.



Patti Garcia, Town Clerk



301 Walnut Street
 Windsor, CO 80550
 Office 970-674-2400
 Fax 970-674-2456

Finance Department	
Vendor #	5891
Obligation #	102282

PAYMENT REQUEST

INVOICE NUMBER: 867	Wheels n Deals – DDA
VENDOR: Spokes	
DBA:	
(IF OTHER THAN VENDOR)	
Address: 1530 Main Street Windsor, CO 80550	
Phone:	DDA EXPENSE
Fax:	

INVOICE DATE	PROCESSED BY	SUPERVISOR APPROVAL	DEPT. HEAD APPROVAL
9/4/2013	Patti Garcia		P. Garcia <i>P. Garcia</i>

BUDGET LINE ITEM				DESCRIPTION	TOTAL
FUND	DEPT.	FUNCTION	PROJECT		
01	411	6213		Bike for Wheels n Deals promotion	942.51
19	486				
				TOTAL	\$ 942.51

Invoice

Date	Invoice #
9/4/2013	867

Phone # 970-686-9275
 Fax #
 E-mail spokesinc@msn.com
 Web Site www.spokesinc.com

Bill To

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
			9/4/2013			
Quantity	Item Code	Description			Price Each	Amount
1	Defy 1 M M/L Whi...	Defy 1 M M/L White/Blue/Black White M M/L 383585			942.51	942.51T
		State Sales Tax			2.90%	27.33
		Windsor Sales Tax			3.20%	30.16
		Tax item used for transactions created in QuickBooks POS			0.00%	0.00
					Total	\$1,000.00



301 Walnut Street
 Windsor, CO 80550
 Office 970-674-2400
 Fax 970-674-2456

Finance Department	
Vendor #	5891
Obligation #	102483

PAYMENT REQUEST

INVOICE NUMBER: 873,1	
VENDOR: Spokes	
DBA: (IF OTHER THAN VENDOR)	
ADDRESS: Windsor, CO 80550	
Phone:	DDA EXPENSE
Fax:	

INVOICE DATE	PROCESSED BY	SUPERVISOR APPROVAL	DEPT. HEAD APPROVAL
9/26/13	Patti Garcia		P Garcia <i>[Signature]</i>

BUDGET LINE ITEM					
FUND	DEPT.	FUNCTION	PROJECT	DESCRIPTION	TOTAL
19	486	6213		Balance due – Bike for Wheels n Deals	57.49
				TOTAL	\$ 57.49

Invoice

Date	Invoice #
9/11/2013	873

Phone # 970-686-9275
 Fax #
 E-mail spokesinc@msn.com
 Web Site www.spokesinc.com

Bill To

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
			9/11/2013			
Quantity	Item Code	Description			Price Each	Amount
1	Defy 1 M M/L Whi...	Defy 1 M M/L White/Blue/Black White M M/L 383585 Tax item used for transactions created in QuickBooks POS			1,000.00 0.00%	1,000.00T 0.00
<p>Pay the difference from previous inv. # 867</p> $ \begin{array}{r} 1000.00 \\ - 942.51 \\ \hline \$ 57.49 \end{array} $						
Total						\$1,000.00



301 Walnut Street
 Windsor, CO 80550
 Office 970-674-2400
 Fax 970-674-2456

Finance Department	
Vendor #	674
Obligation #	102500

PAYMENT REQUEST

INVOICE NUMBER: 3497	
VENDOR: Mantooth Marketing Company	
DBA:	
(IF OTHER THAN VENDOR)	
ADDRESS: 8334 Coeur D'Alene Drive Fort Collins, CO 80525	
Phone:	DDA EXPENSE
Fax:	

INVOICE DATE	PROCESSED BY	SUPERVISOR APPROVAL	DEPT. HEAD APPROVAL
8/31/2013	Patti Garcia		P Garcia <i>[Signature]</i>

BUDGET LINE ITEM					
FUND	DEPT.	FUNCTION	PROJECT	DESCRIPTION	TOTAL
19	486	6213		Event retainer (2 of 3 installments), Stamp Card & Salsa Flyer	\$1,289.27
TOTAL					\$1,289.27



Invoice

8334 Coeur D'Alene Drive 970-663-1888
 Fort Collins, CO 80525

Date	Invoice #
8/31/2013	3497



On July 20, our new address will be:
 8334 Coeur D'Alene Drive • Fort Collins, CO 80525
 NEW Phone#: 970.663.1888

Bill To
Windsor Colorado Downtown Dev Authority Patti Garcia 800 3rd Street Windsor, CO 80550

Project
Salsa on the 5th

Acct Manager	Terms
Isis Diloreti	Net 30

PO Number	Description	Hours/Units	Hrly/Flat Rate	Amount
	Event Retainer - Total Budget \$2,470 - 2 of 3 instalments		823.33	823.33
	AlphaGraphics Inv 45613 - Stamp Card	1	240.68	240.68
	AlphaGraphics Inv 46021 - Salsa Flyer	1	113.08	113.08
	AlphaGraphics Inv 46155 - Salsa Flyer	1	112.18	112.18

Thank you for choosing Mantooth to execute your event. We appreciate it!	Total	\$1,289.27
	Payments/Credits	\$0.00
	Balance Due	\$1,289.27



301 Walnut Street
 Windsor, CO 80550
 Office 970-674-2400
 Fax 970-674-2456

Finance Department	
Vendor #	6741
Obligation #	102501

PAYMENT REQUEST

INVOICE NUMBER: 3500	
VENDOR: Mantooth Marketing Company	
DBA:	
(IF OTHER THAN VENDOR)	
ADDRESS: 8334 Coeur D'Alene Drive Fort Collins, CO 80525	
Phone:	
Fax:	DDA EXPENSE

INVOICE DATE	PROCESSED BY	SUPERVISOR APPROVAL	DEPT. HEAD APPROVAL
8/31/2013	Patti Garcia		P Garcia <i>[Signature]</i>

BUDGET LINE ITEM					
FUND	DEPT.	FUNCTION	PROJECT	DESCRIPTION	TOTAL
19	486	6213		Wheels N Deals promotion; wrap, publicity, stickers, posters, stamp cards	\$2,701.70
TOTAL					\$2,701.70



mantooth
marketing company

*Balance
17,728*

Invoice

8334 Coeur D'Alene Drive 970-663-1888
Fort Collins, CO 80525

Date	Invoice #
8/31/2013	3500



On July 20, our new address will be:
8334 Coeur D'Alene Drive • Fort Collins, CO 80525
NEW Phone#: 970.663.1888

Bill To
Windsor Colorado Downtown Dev Authority Kristie Melendez 800 3rd Street Windsor, CO 80550

Project
Wheel and Deal

Acct Manager	Terms
Isis Diloreti	Net 30

PO Number	Description	Hours/Units	Hrly/Flat Rate	Amount
	DDA wrap in WindsorNOW	2	65.00	130.00
	WindsorNOW! Wrap	1.25	65.00	81.25
	Ad resize and submit for pro tour	0.25	65.00	16.25
	AlphaGraphics Inv 45656 -Wheel & Deal Stickers	1	67.88	67.88
	Greeley Tribune - Inv. 9625334083113 - Windsor Now Wrap/DDA Challenge Ancillary Event	1	2,018.25	2,018.25
	AlphaGraphics Inv 45326 - Wheel and Deal Stickers - 1,000/Poster 200/ Stamp Card 500	1	388.0675	388.07
			Total	\$2,701.70
			Payments/Credits	\$0.00
			Balance Due	\$2,701.70



**TOWN OF WINDSOR Request
for Reimbursement of Petty
Cash Fund**

526
Vendor Number

Note: Shaded Areas for
Finance Department Only

102513
Obligation Number

Page _____ of _____

**ISSUE
CHECK TO**

NAME		JUDY MORRIS	
DEPARTMENT NAME		CUSTOMER SERVICE	
STREET ADDRESS		FRONT DESK/301 WALNUT ST	
CITY	WINDSOR	STATE	CO
ZIP	80550		

	Date	Recipient	Description	Account Number	Amount
1	7/24/2013	Planning	Recording	01-419-6256	\$ 11.00
2	6/24/2013	DDA	sales tax license app.	19-486-6217	\$ 9.29
3	9/17/2013	k.kawamura	CDL License	01-450-5137	\$ 37.00
4	7/26/2013	A.Maxwell	Anniversary lunch/drinks	01-416-6209	\$ 5.00
5	8/19/2013	M. Chew	supplies for USA prochallenge	01-411-6213	\$ 2.00
6	8/29/2013	M.Lee	Recording	01-419-6256	\$ 61.00
7	7/10/2013	?	Recording	01-419-6256	\$ 21.00
8	7/11/2013	?	Recording	01-419-6256	\$ 4.00
9					
10					
11					
Total Amount of Detail this Page					\$ 150.29

INSTRUCTIONS: THIS FORM IS TO BE USED IN REQUESTING REIMBURSEMENT OF EXPENDITURES FROM AN ESTABLISHED PETTY CASH FUND

- Using the information on the petty cash receipts, list the date, recipient name, description, account number, and amount in the spaces provided in the upper portion of the form.
- Summarize and group this information by account number and amount in the Distribution Summary. The Distribution Summary appears on the monthly financial reports.
- The total of the detail listing of petty cash receipts should agree to the Total Reimbursement Requested as recorded in the Distribution Summary.
- The "Total Reimbursement Requested" together with the amount of "Cash on Hand" should equal the total balance of the Petty Cash Fund.
- The request should be signed by the custodian and approved with an authorized signature within the custodian's home department.
- If more than one form is required, attach additional forms noting how many pages are used in the upper right-hand corner.
- Forward the original of this form together with the supporting receipts to Accounts Payable. Keep a duplicate copy for your records.
- After an audit has been performed by Finance Department Personnel a replacement check will be issued.
- Once the custodian receives the cash, the check stub should be attached to the department's copy of the Reimbursement Request. This allows the department to have a record of the obligation number and check number which could be traced to the monthly financial reports.

Distribution Summary

	Account Number	Amount
1	19-486-6217	\$ 9.29
2	01-450-5137	\$ 37.00
3	01-416-6209	\$ 5.00
4	01-411-6213	\$ 2.00
5	01-419-6256	\$ 97.00
6		
7		
8		
9		
Total Reimbursement Requested		\$ 150.29
Total Cash on Hand		\$ -
Total Petty Cash Fund		\$ 150.29

Total Distribution in this Summary

Audited by: Judy Morris	Date: 9/25/2013
Approved by:	Date:

Requested by: Name	Phone	Department Name	Date
Judy Morris	970-674-2401	Customer service	9/25/2013
Authorized by: Name	Authorized Signature		Date
	<i>Kathie</i>		



Town of Windsor
Petty Cash
REIMBURSEMENT

Department name: DDA

Account to be charged: 19-486-6217 Date: 6/27/13

Detailed Description of Expenditure (including Business Justification)

Sales Tax, License App.

Please reimburse me for expenditures incurred on behalf of Town business in the amount of:

Nine dollars 29/xx Dollars
Write out amount (Not Valid for More than \$25)

Amount: \$ 9.29

The information provided herein is accurate and complete to the best of my knowledge:

Signature of person receiving funds

Signature of Approver (Supervisor/Dept. Head)

Printed name of person receiving funds

Printed name of Approver

← LOAD THIS DIRECTION, THIS SIDE UP

19-486-6217
THANK YOU-COME AGAIN
TO VALERO
CORNER STORE
CornerStore4U.com

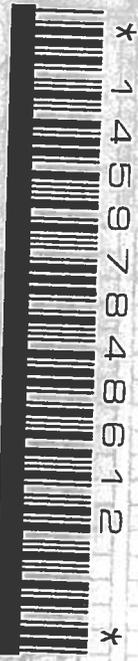
TP08642120-001 VALERO 642
3038 S COLLEGE
FT COLLINS CO 80

DDA
Sales tax
License app

Descr.	qty	amount
MONEY ORD SALES	1	8.00
MO FEE		1.29
M.O. Serial Number 145978486124		

Subtotal	9.29
Tax	0.00
TOTAL	9.29
CASH \$	10.00
Change \$	-0.71

Store #0642
3038 South College
Fort Collins, CO



14597848612

Send a Money Transfer with a Western Union goCASH package. Purchase a \$50, \$100 or \$200 goCASH package and pay with cash. Complete your money transfer online or by phone, 24x7!
ACT 500959 1400 000042-01 012713 \$8.00 BILLS AND NO CENTS

MONEY ORDER RECEIPT - NON NEGOTIABLE



301 Walnut Street
 Windsor, CO 80550
 Office 970-674-2400
 Fax 970-674-2456

<u>Finance Department</u>	
Vendor #	6299
Obligation #	102189

PAYMENT REQUEST

INVOICE NUMBER: 12407	
VENDOR: Liley Rogers & Martell LLC	
DBA:	
(IF OTHER THAN VENDOR)	
Address: 300 South Howe's Street Fort Collins, CO 80521	
Phone:	DDA EXPENSE
Fax:	

INVOICE DATE	PROCESSED BY	SUPERVISOR APPROVAL	DEPT. HEAD APPROVAL
08/29/13	Patti Garcia		P. Garcia <i>[Signature]</i>

BUDGET LINE ITEM					
FUND	DEPT.	FUNCTION	PROJECT	DESCRIPTION	TOTAL
19	486	6252		Legal services – 8/29/2013	84.00
TOTAL					\$ 84.00

Liley Rogers & Martell, LLC

300 South Howe's Street
Fort Collins, CO 80521

Town of Windsor
c/o Patti Garcia
301 Walnut Street
Windsor, CO 80550

August 29, 2013

Re: DDA
Invoice #12407 Summary of Charges Due

Previous Balance \$ 139.00

Payment – 8/12/13 -Thank you, No.66028 (\$ 139.00)

Services Rendered per Invoice #12407 \$ 84.00

Total Balance Due \$ 84.00

Liley Rogers & Martell, LLC

300 South Howes Street
Fort Collins, CO 80521
FED ID# 06-1666312

Town of Windsor
c/o Kelly Arnold
301 Walnut Street
Windsor, CO 80550

August 29, 2013

In Reference To: DDA

Invoice #12407



CONFIDENTIAL

Professional Services

			<u>Hrs/Rate</u>	<u>Amount</u>
8/15/2013	JCL	Voice message from Bob Winter regarding lack of progress by Carol and Michael Householder in removing refuse from property purchased by DDA, as required by contract to buy/sell	0.10 120.00/hr	12.00
8/16/2013	JCL	Telephone conference with Bob Winter regarding course of action in dealing with the Householders	0.10 120.00/hr	12.00
8/19/2013	JCL	Email to and from Patti Garcia regarding information on liability/casualty insurance	0.20 120.00/hr	24.00
	JCL	Email from Patti Garcia regarding packet for August 21 Board meeting; review packet; call with Patti Garcia regarding Liley, Rogers & Martell attendance at Board meeting; call with Bob Winter regarding status update on Householder property issue, Liley, Rogers & Martell attendance at Board meeting	0.30 120.00/hr	36.00
		Subtotal of charges		<u>\$84.00</u>
		For professional services rendered		\$84.00
		Previous balance		\$139.00
		Accounts receivable transactions		
8/12/2013		Payment - Thank You No. 66028		<u>(\$139.00)</u>
		Total payments and adjustments		(\$139.00)

Balance due

Amount
\$84.00



301 Walnut Street
 Windsor, CO 80550
 Office 970-674-2400
 Fax 970-674-2456

Finance Department	
Vendor #	6299
Obligation #	102618

PAYMENT REQUEST

INVOICE NUMBER: 124 ² 07	
VENDOR: Liley Rogers & Martell LLC	
DBA:	
(IF OTHER THAN VENDOR)	
Address: 300 South Howe's Street Fort Collins, CO 80521	
Phone:	DDA EXPENSE
Fax:	

INVOICE DATE	PROCESSED BY	SUPERVISOR APPROVAL	DEPT. HEAD APPROVAL
10/1/13	Patti Garcia		P Garcia <i>P Garcia</i>

BUDGET LINE ITEM					
FUND	DEPT.	FUNCTION	PROJECT	DESCRIPTION	TOTAL
19	486	6252		Legal services – 10/1/2013	120.00
				TOTAL	\$ 120.00

Liley Rogers & Martell, LLC

300 South Howes Street
Fort Collins, CO 80521

Town of Windsor
c/o Patti Garcia
301 Walnut Street
Windsor, CO 80550

October 1, 2013

Re: DDA
Invoice #12407 Summary of Charges Due

Previous Balance	\$ 84.00
Payment – 9/16/13 -Thank you, No.66347	(\$ 84.00)
Services Rendered per Invoice #12427	<u>\$ 120.00</u>
Total Balance Due	<u>\$ 120.00</u>

Liley Rogers & Martell, LLC

300 South Howes Street
Fort Collins, CO 80521
FED ID# 06-1666312

Town of Windsor
c/o Kelly Arnold
301 Walnut Street
Windsor, CO 80550

October 01, 2013

In Reference To: DDA

Invoice #12427

Professional Services

		<u>Hrs/Rate</u>	<u>Amount</u>
8/22/2013	JCL Email from Patti Garcia regarding August 26 joint meeting; brief review of packet	0.30 120.00/hr	36.00
8/23/2013	JCL Email from Patti Garcia regarding special meeting	0.10 120.00/hr	12.00
8/27/2013	JCL Telephone conference with Patti Garcia regarding Board approval of funding for charitable causes; email to Patti regarding statutory powers of DDAs	0.20 120.00/hr	24.00
9/13/2013	JCL Email from Patti Garcia regarding Board packet for September 18 meeting; brief review of Board packet	0.20 120.00/hr	24.00
9/17/2013	JCL Telephone conference with Patti Garcia and Bob Winter regarding monthly status check; attendance at Board meeting	0.20 120.00/hr	24.00
	Subtotal of charges		<u>\$120.00</u>
	For professional services rendered		\$120.00
	Previous balance		\$84.00
	Accounts receivable transactions		
9/16/2013	Payment - Thank You No. 66347		<u>(\$84.00)</u>
	Total payments and adjustments		(\$84.00)

Balance due

Amount

\$120.00



301 Walnut Street
 Windsor, CO 80550
 Office 970-674-2400
 Fax 970-674-2456

<i>Finance Department</i>	
Vendor #	401
Obligation #	102220

PAYMENT REQUEST

INVOICE NUMBER: 133806	
VENDOR: King Surveyors 650 Garden Drive Windsor, CO 80550	
DBA:	
(IF OTHER THAN VENDOR)	
Phone:	
Fax:	

INVOICE DATE	PROCESSED BY	SUPERVISOR APPROVAL	DEPT. HEAD APPROVAL
9/12/13	Patti Garcia		P Garcia <i>P Garcia</i>

BUDGET LINE ITEM					
FUND	DEPT.	FUNCTION	PROJECT	DESCRIPTION	TOTAL
19	486	6253		Alta Survey – Burlington Subdivision/Householder property	1,550.00
TOTAL					\$1,550.00

KING SURVEYORS
 650 GARDEN DRIVE
 WINDSOR, CO 80550
 PH (970)-686-5011 FAX 686-5821
 TAX ID #84-1255208

INVOICE

DATE	INVOICE #
6/13/2013	133806

BILL TO

TOWN OF WINDSOR
 301 WALNUT STREET
 WINDSOR, CO 80550

P.O. NO.	TERMS	PROJECT
	DUE ON RECEIPT	2013291

QUANTITY	DESCRIPTION	RATE	AMOUNT
1	ALTA SURVEY	1,550.00	1,550.00
	BILLING - 6-01-13 - 6-13-13 - BURLINGTON SUBDIVISION - ALTA SURVEY		

ALL INVOICES OUTSTANDING MORE THAN 90 DAYS WILL BE ASSESSED INTEREST OF 1.5% ON THE UNPAID BALANCE	Total	\$1,550.00
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Volume 1, Issue 8 August, 2013

Windsor DDA Revenue

Windsor Downtown
Development
Authority

Windsor DDA Revenue Summary August 31, 2013	Collections	Budget	% of Budget
Property Tax Mill Levy	\$3,851	\$4,006	96.13%
Incremental Property Tax	\$14,562	\$16,603	87.71%
Interest	\$7	\$250	2.80%
Town of Windsor Funding	\$166,667	\$250,000	66.67%
Total	\$185,087	\$270,859	68.33%

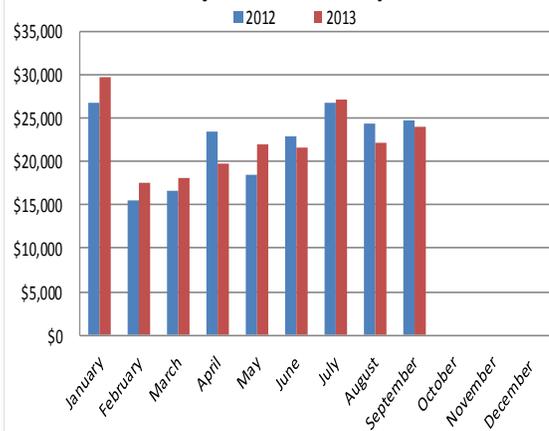
Windsor DDA Expenditures

Windsor DDA Expenditures Summary August 31, 2013	Expenditures	Budget	% of Budget
Operations			
Office Supplies	\$259	\$300	86.29%
Public Relations/Advertising	\$7,132	\$25,000	28.53%
Board Development	\$0	\$1,000	0.00%
Dues/Fees/Subscriptions	\$2,653	\$500	530.60%
Travel/Mileage	\$0	\$100	0.00%
Legal Services	\$3,217	\$10,000	32.17%
Contract Services	\$1,600	\$20,000	8.00%
Publishing/Recording	\$0	\$300	0.00%
Printing/Binding	\$0	\$500	0.00%
Study Review/Consultant	\$0	\$5,000	0.00%
Administrative Transfer	\$13,333	\$20,000	66.67%
Operations Total	\$28,194	\$82,700	34.09%
Capital			
Site Improvements	\$116,335	\$116,752	99.64%
Buildings & Structures	\$2,848	\$116,752	2.44%
Capital Total	\$119,183	\$233,504	51.04%
Grand Total	\$147,377	\$316,204	46.61%

Special points of interest:

- Year to date sales tax collections through September 2013 totaled \$201,654. This was roughly \$2,200 above the 2012 collection of \$199,439.
- September 2013 sales tax collections were roughly \$600 below September 2012 collections.
- Revenue is where we expect it to be after August at 68.33%.

Monthly Sales Tax Comparison



Windsor Downtown Development Authority

P.O. Box 381
Windsor, CO 80550
Email: info@windsordda.com

**Were on the web
windsordda.com**

Welcome to Windsor



DDA Mission Statement

“It is the mission of the Windsor DDA to create a prosperous, vibrant, energetic, and clean town center, by marketing downtown opportunities, retaining and expanding current business opportunities, preserving downtown charm, and enhancing physical appearance and amenities through partnerships with the community and stakeholders.”



PLAN OF DEVELOPMENT PROJECTS

The projects, facilities, programs and functions to be established and provided in the district will benefit and promote the health, safety, prosperity, security and general welfare of all occupants and owners thereof and will prevent deterioration of property values, will prevent the growth of blighted areas, and will be of special benefit to all property within the district.

- A. The promotion of, participation in, and assistance to private and public developments consistent with the priorities of the DDA by all means permitted by federal, state and local laws and regulations, including but not limited to, land assemblage, and/or acquiring, constructing, reconstruction, rehabilitating, equipping, selling and leasing space.
- B. Public facilities and improvements as necessary to complement private developments.
- C. A parking program to provide sufficient public parking to service all occupants and owners within the district.
- D. A pedestrian and vehicular circulation system.
- E. A beautification program.
- F. A convention/exhibition facility to be built in conjunction with private development of a downtown hotel and banquet hall.

DDA Board

Bob Winter, Chairman — Bob@windsordda.com
Dan Stauss, Vice Chairman — Dan@windsordda.com
Craig Petersen, Secretary/Treasurer — Craig@windsordda.com
Dean Koehler — Dean@windsordda.com
Jason Shaeffer — Jason@windsordda.com
Sean Pike – Sean@windsordda.com
Kristie Melendez, TOW Board Liaison — Kristie@windsordda.com

Term: April 2017
Term: April 2014
Term: April 2014
Term: April 2017
Term: April 2016
Term: April 2016



design +
consensus +
solutions +

3268 Syracuse Street
Denver, CO 80238
www.cplusbdesign.com

17 September 2013

PROJECT GOAL:

Facilitate a consensus-based direction for the Town of Windsor Downtown Development Authority (DDA) property located north of Main Street, between 4th and 5th Streets. Variables addressed in the decision-making process will include: financial impacts, aesthetic impacts, short-term and long-term cost/benefit analysis considerations, preferences of the DDA and stakeholders, and overall relationship of the potential development to downtown Windsor.

PROPOSED APPROACH

PHASE 1: BACKGROUND INFORMATION GATHERING

Task 1: Kick-Off Meeting with the DDA Beautification Committee – October 2nd, 2013

C+B will participate in the scheduled DDA Beautification Committee meeting. During the meeting, C+B will work with the DDA to understand the project background, existing stakeholder outreach efforts and potential redevelopment scenarios that have been considered. C+B will walk the project site with members of the Beautification Committee to document existing conditions. C+B will also review the proposed project scope with the DDA Beautification Committee.

Task 2: Existing Conditions Summary – Physical Conditions of the Site

C+B will create a graphic and written summary of the existing physical conditions of the project site

Deliverables:

- Written and graphic summary of existing conditions of the project site
- Written stakeholder outreach plan, including dates for future stakeholder meetings, and summary of past outreach efforts (note: the DDA Beautification Committee is currently spearheading outreach to project stakeholders, and will be the primary contact for future communication with project stakeholders)
- Finalized project schedule/milestones

Phase 1 Costs: \$1,100 (18 Hours)

PHASE 2: STAKEHOLDER OUTREACH

Task 1: Project Kick-Off Morning Coffee

C+B will help support the DDA in hosting a project kick-off meeting to announce the project to stakeholders within the project area. Held in the early morning at a venue within the project area, the meeting will display the existing physical conditions of the project site and the project goals/milestones.

Deliverables:

- Banners, handouts and project information cards to support information-sharing at the 'Kick-Off Morning Coffee' meeting

Task 2: One-on-One Stakeholder Outreach Meetings

Lead by members of the DDA Beautification Committee, discussions of potential concerns/visions for the redeveloped project site will be gathered from stakeholders within the project area.

Deliverables:

- Summary of main stakeholder preferences/concerns/ideas (to be compiled by the DDA Beautification Committee, and sent to C+B)

Phase 2 Costs: \$1,200 (20 Hours)

PHASE 3: PRELIMINARY DESIGN OPTIONS

Task 1: Meeting to Review Stakeholder Ideas/Preferences/Concerns & Develop Preliminary Design Options

C+B will meet with representatives from the DDA Beautification Committee to review the ideas/concerns/preferences of the impacted stakeholders, and how these preferences will shape the preferred redevelopment scenarios of the project site. Preliminary site redevelopment sketches will be created during the meeting (2-3 options).

Deliverables:

- 2-3 potential redevelopment options, including:
 - Site Plans
 - Supporting Sketches/Imagery to Illustrate Potential Options
 - Financial Impacts of Each Option
 - Aesthetic Impacts of Each Option
 - Short-Term and Long-Term Cost/Benefit Analysis of Each Option
 - Overall Relationship of Each Option to Downtown Windsor

Task 2: Presentation of Preliminary Design Options to Project Stakeholders (morning coffee open house)

During a morning open house, C+B will work with the DDA Beautification Committee to display the preliminary design options and their overall impacts and cost/benefit information.

Deliverables:

- Open house graphics advertising the meeting, and graphics/displays to be used during the meeting
- Summary of open house comments/feedback

Task 3: Creation of Preliminary Design Option Summary Report

C+B will create a written and graphic report outlining the preferred preliminary design option, and the process for reaching consensus regarding this option.

Deliverables:

- Preliminary Design Option Report

Task 4: Support in Creating the Scope of Services for the Final Site Design Option Process

C+B will work with the DDA Beautification Committee and the Town of Windsor to help draft the scope and process for the final step of the site design process.

Deliverables:

- Draft Scope of Services for the Final Site Design

Phase 3 Costs: \$3,600

TOTAL PROJECT FEE

\$5,900

DESIGNER:

C+B Design, LLC
3268 Syracuse Street
Denver, CO 80238

CLIENT:

Windsor Downtown Development Authority
P.O. Box 381
Windsor, CO 80550

Signed: _____
Kristin Cypher
Owner

Signed: _____
Windsor DDA

Date: October 11th, 2013

Date: _____



design +
consensus +
solutions +

3268 Syracuse Street
Denver, CO 80238
www.cplusbdesign.com

Terms and Conditions - ver 1/2013

1. DEFINITIONS

As used herein and throughout this Agreement:

- 1.1 **Agreement** means the entire content of this Basic Terms and Conditions document, the Proposal document(s), Schedule A, together with any other Supplements designated below, together with any exhibits, schedules or attachments hereto.
- 1.2 **Client Content** means all materials, information, photography, writings and other creative content provided by Client for use in the preparation of and/or incorporation in the Deliverables.
- 1.3 **Copyrights** means the property rights in original works of authorship, expressed in a tangible medium of expression, as defined and enforceable under U.S. Copyright Law.
- 1.4 **Deliverables** means the services and work product specified in the Proposal to be delivered by Designer to Client, in the form and media specified in the Proposal.
- 1.5 **Designer Tools** means all design tools developed and/or utilized by Designer in performing the Services, including without limitation pre-existing and newly developed software including source code, Web authoring tools, type fonts, and application tools, together with any other software, or other inventions whether or not patentable, and general non-copyrightable concepts such as website design, architecture, layout, navigational and functional elements.
- 1.6 **Final Art** means all creative content developed or created by Designer, or commissioned by Designer, exclusively for the Project and incorporated into and delivered as part of the Final Deliverables, including and by way of example, not limitation, any and all visual designs, visual elements, graphic design, illustration, photography, animation, sounds, typographic treatments and text, modifications to Client Content, and Designer's selection, arrangement and coordination of such elements together with Client Content and/or Third Party Materials.
- 1.7 **Final Deliverables** means the final versions of Deliverables provided by Designer and accepted by Client.
- 1.8 **Preliminary Works** means all artwork including, but not limited to, concepts, sketches, visual presentations, or other alternate or preliminary designs and documents developed by Designer and which may or may not be shown and or delivered to Client for consideration but do not form part of the Final Art.
- 1.9 **Project** means the scope and purpose of the Client's identified usage of the work product as described in the Proposal.
- 1.10 **Services** means all services and the work product to be provided to Client by Designer as described and otherwise further defined in the Proposal.
- 1.11 **Third Party Materials** means proprietary third party materials which are incorporated into the Final Deliverables, including without limitation stock photography or illustration.
- 1.12 **Trademarks** means trade names, words, symbols, designs, logos or other devices or designs used in the Final Deliverables to designate the origin or source of the goods or services of Client.

2. PROPOSAL

The terms of the Proposal shall be effective for 30 days after presentation to Client. In the event this Agreement is not executed by Client within the time identified, the Proposal, together with any related terms and conditions and deliverables, may be subject to amendment, change or substitution.

3. FEES AND CHARGES

3.1 Fees. In consideration of the Services to be performed by Designer, Client shall pay to Designer fees in the amounts and according to the payment schedule set forth in the Proposal, and all applicable sales, use or value added taxes, even if calculated or assessed subsequent to the payment schedule.

3.2 Expenses. Client shall pay Designer's expenses incurred in connection with this Agreement as follows: (a) incidental and out-of-pocket expenses including but not limited to costs for postage, shipping, overnight courier, service bureaus, typesetting, blueprints, models, presentation materials, photocopies, computer expenses, parking fees and tolls, and taxis at cost plus Designer's standard markup of ten percent (10%), and, if applicable, a mileage reimbursement at \$0.56 per mile; and (b) travel expenses including transportation, meals, and lodging, incurred by Designer with Client's prior approval.

3.3 Additional Costs. The Project pricing includes Designer's fee only. Any and all outside costs including, but not limited to, equipment rental, photographer's costs and fees, photography and/or artwork licenses, prototype production costs, talent fees, music licenses and online access or hosting fees, will be billed to Client unless specifically otherwise provided for in the Proposal.

3.4 Invoices. All invoices are payable within thirty (30) days of receipt. A monthly service charge of 1.5 percent (or the greatest amount allowed by state law) is payable on all overdue balances. Payments will be credited first to late payment charges and next to the unpaid balance. Client shall be responsible for all collection or legal fees necessitated by lateness or default in payment. Designer reserves the right to withhold delivery and any transfer of ownership of any current work if accounts are not current or overdue invoices are not paid in full. All grants of any license to use or transfer of ownership of any intellectual property rights under this Agreement are conditioned upon receipt of payment in full which shall be inclusive of any and all outstanding Additional Costs, Taxes, Expenses, and Fees, Charges, or the costs of Changes.

3.5 Kill Fee. If the Client elects to terminate the project at any point after the execution of this Agreement but before completion, the Client shall pay a thirty percent (30%) "Kill Fee," not to exceed the total fee stated in this Agreement.

4. CHANGES

4.1 General Changes. Unless otherwise provided in the Proposal, and except as otherwise provided for herein, Client shall pay additional charges for changes requested by Client which are outside the scope of the Services on a time and materials basis, at Designer's standard hourly rate of \$85 per hour. Such charges shall be in addition to all other amounts payable under the Proposal, despite any maximum budget, contract price or final price identified therein. Designer may extend or modify any delivery schedule or deadlines in the Proposal and Deliverables as may be required by such Changes.

4.2 Substantive Changes. If Client requests or instructs Changes that amount to a revision in or near excess of thirty-three percent (33%) of the time required to produce the Deliverables, and or the value or scope of the Services, Designer shall be entitled to submit a new and separate Proposal to Client for written approval. Work shall not begin on the revised services until a fully signed revised Proposal and, if required, any additional retainer fees are received by Designer.

4.3 Timing. Designer will prioritize performance of the Services as may be necessary or as identified in the proposal, and will undertake commercially reasonable efforts to perform the Services within the

4. CHANGES, CONT'D

time(s) identified in the Proposal. Client agrees to review Deliverables within the time identified for such reviews and to promptly either, (i) approve the Deliverables in writing or (ii) provide written comments and/or corrections sufficient to identify the Client's concerns, objections or corrections to Designer. The Designer shall be entitled to request written clarification of any concern, objection or correction. Client acknowledges and agrees that Designer's ability to meet any and all schedules is entirely dependent upon Client's prompt performance of its obligations to provide materials and written approvals and/or instructions pursuant to the Proposal and that any delays in Client's performance or Changes in the Services or Deliverables requested by Client may delay delivery of the Deliverables. Any such delay caused by Client shall not constitute a breach of any term, condition or Designer's obligations under this Agreement.

4.4 Testing and Acceptance. Designer will exercise commercially reasonable efforts to test Deliverables requiring testing and to make all necessary corrections prior to providing Deliverables to Client. Client, within five (5) business days of receipt of each Deliverable, shall notify Designer, in writing, of any failure of such Deliverable to comply with the specifications set forth in the Proposal, or of any other objections, corrections, changes or amendments Client wishes made to such Deliverable. Any such written notice shall be sufficient to identify with clarity any objection, correction or change or amendment, and Designer will undertake to make the same in a commercially timely manner. Any and all objections, corrections, changes or amendments shall be subject to the terms and conditions of this Agreement. In the absence of such notice from Client, the Deliverable shall be deemed accepted.

5. CLIENT RESPONSIBILITIES

Client acknowledges that it shall be responsible for performing the following in a reasonable and timely manner:

- (a) coordination of any decision-making with parties other than the Designer;
- (b) provision of Client Content in a form suitable for reproduction or incorporation into the Deliverables without further preparation, unless otherwise expressly provided in the Proposal; and
- (c) final proofreading and in the event that Client has approved Deliverables but errors, such as, by way of example, not limitation, typographic errors or misspellings, remain in the finished product, Client shall incur the cost of correcting such errors.

6. ACCREDITATION/PROMOTIONS

All displays or publications of the Deliverables shall bear accreditation and/or copyright notice in Designer's name in the form, size and location as incorporated by Designer in the Deliverables, or as otherwise directed by Designer. Designer retains the right to reproduce, publish and display the Deliverables in Designer's portfolios and websites, and in galleries, design periodicals and other media or exhibits for the purposes of recognition of creative excellence or professional advancement, and to be credited with authorship of the Deliverables in connection with such uses. Either party, subject to the other's reasonable approval, may describe its role in relation to the Project and, if applicable, the services provided to the other party on its website and in other promotional materials, and, if not expressly objected to, include a link to the other party's website.

7. CONFIDENTIAL INFORMATION

Each party acknowledges that in connection with this Agreement it may receive certain confidential or proprietary technical and business information and materials of the other party, including without limitation Preliminary Works ("Confidential Information"). Each party, its agents and employees shall hold

7. CONFIDENTIAL INFORMATION, CONT'D

and maintain in strict confidence all Confidential Information, shall not disclose Confidential Information to any third party, and shall not use any Confidential Information except as may be necessary to perform its obligations under the Proposal except as may be required by a court or governmental authority. Notwithstanding the foregoing, Confidential Information shall not include any information that is in the public domain or becomes publicly known through no fault of the receiving party, or is otherwise properly received from a third party without an obligation of confidentiality.

8. RELATIONSHIP OF THE PARTIES

8.1 Independent Contractor. Designer is an independent contractor, not an employee of Client or any company affiliated with Client. Designer shall provide the Services under the general direction of Client, but Designer shall determine, in Designer's sole discretion, the manner and means by which the Services are accomplished. This Agreement does not create a partnership or joint venture and neither party is authorized to act as agent or bind the other party except as expressly stated in this Agreement. Designer and the work product or Deliverables prepared by Designer shall not be deemed a work for hire as that term is defined under Copyright Law. All rights, if any, granted to Client are contractual in nature and are wholly defined by the express written agreement of the parties and the various terms and conditions of this Agreement.

8.2 Designer Agents. Designer shall be permitted to engage and/or use third party designers or other service providers as independent contractors in connection with the Services ("Design Agents"). Notwithstanding, Designer shall remain fully responsible for such Design Agents' compliance with the various terms and conditions of this Agreement.

8.3 No Exclusivity. The parties expressly acknowledge that this Agreement does not create an exclusive relationship between the parties. Client is free to engage others to perform services of the same or similar nature to those provided by Designer, and Designer shall be entitled to offer and provide design services to others, solicit other clients and otherwise advertise the services offered by Designer.

9. WARRANTIES AND REPRESENTATIONS

9.1 By Client. Client represents, warrants and covenants to Designer that (a) Client owns all right, title, and interest in, or otherwise has full right and authority to permit the use of the Client Content, (b) to the best of Client's knowledge, the Client Content does not infringe the rights of any third party, and use of the Client Content as well as any Trademarks in connection with the Project does not and will not violate the rights of any third parties, (c) Client shall comply with the terms and conditions of any licensing agreements which govern the use of Third Party Materials, and (d) Client shall comply with all laws and regulations as they relate to the Services and Deliverables.

9.2 By Designer

(a) Designer hereby represents, warrants and covenants to Client that Designer will provide the Services identified in the Agreement in a professional and workmanlike manner and in accordance with all reasonable professional standards for such services.

(b) Designer further represents, warrants and covenants to Client that (i) except for Third Party Materials and Client Content, the Final Deliverables shall be the original work of Designer and/or its independent contractors, (ii) in the event that the Final Deliverables include the work of independent contractors commissioned for the Project by Designer, Designer shall have secure agreements from such contractors granting all necessary rights, title, and interest in and to the Final Deliverables sufficient for Designer to grant the intellectual property rights provided in this Agreement, and (iii) to the best of Designer's knowledge, the Final Art provided by Designer and Designer's subcontractors does not infringe the rights of any party, and use of same in connection with the Project will not violate the rights of any third parties.

9. WARRANTIES AND REPRESENTATIONS, CONT'D

In the event Client or third parties modify or otherwise use the Deliverables outside of the scope or for any purpose not identified in the Proposal or this Agreement or contrary to the terms and conditions noted herein, all representations and warranties of Designer shall be void.

(c) EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES STATED IN THIS AGREEMENT, DESIGNER MAKES NO WARRANTIES WHATSOEVER. DESIGNER EXPLICITLY DISCLAIMS ANY OTHER WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR COMPLIANCE WITH LAWS OR GOVERNMENT RULES OR REGULATIONS APPLICABLE TO THE PROJECT.

10. INDEMNIFICATION/LIABILITY

10.1 By Client. Client agrees to indemnify, save and hold harmless Designer from any and all damages, liabilities, costs, losses or expenses arising out of any claim, demand, or action by a third party arising out of any breach of Client's responsibilities or obligations, representations or warranties under this Agreement. Under such circumstances Designer shall promptly notify Client in writing of any claim or suit; (a) Client has sole control of the defense and all related settlement negotiations; and (b) Designer provides Client with commercially reasonable assistance, information and authority necessary to perform Client's obligations under this section. Client will reimburse the reasonable out-of-pocket expenses incurred by Designer in providing such assistance.

10.2 By Designer. Subject to the terms, conditions, express representations and warranties provided in this Agreement, Designer agrees to indemnify, save and hold harmless Client from any and all damages, liabilities, costs, losses or expenses arising out of any finding of fact which is inconsistent with Designer's representations and warranties made herein, except in the event any such claims, damages, liabilities, costs, losses or expenses arise directly as a result of gross negligence or misconduct of Client provided that (a) Client promptly notifies Designer in writing of the claim; (b) Designer shall have sole control of the defense and all related settlement negotiations; and (c) Client shall provide Designer with the assistance, information and authority necessary to perform Designer's obligations under this section. Notwithstanding the foregoing, Designer shall have no obligation to defend or otherwise indemnify Client for any claim or adverse finding of fact arising out of or due to Client Content, any unauthorized content, improper or illegal use, or the failure to update or maintain any Deliverables provided by Designer.

10.3 Limitation of Liability. THE SERVICES AND THE WORK PRODUCT OF DESIGNER ARE SOLD "AS IS." IN ALL CIRCUMSTANCES, THE MAXIMUM LIABILITY OF DESIGNER, ITS DIRECTORS, OFFICERS, EMPLOYEES, DESIGN AGENTS AND AFFILIATES ("DESIGNER PARTIES"), TO CLIENT FOR DAMAGES FOR ANY AND ALL CAUSES WHATSOEVER, AND CLIENT'S MAXIMUM REMEDY, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL BE LIMITED TO THE NET PROFIT OF DESIGNER. IN NO EVENT SHALL DESIGNER BE LIABLE FOR ANY LOST DATA OR CONTENT, LOST PROFITS, BUSINESS INTERRUPTION OR FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THE MATERIALS OR THE SERVICES PROVIDED BY DESIGNER, EVEN IF DESIGNER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

11. TERM AND TERMINATION

11.1 This Agreement shall commence upon the Effective Date and shall remain effective until the Services are completed and delivered.

11.2 This Agreement may be terminated at any time by either party effective immediately upon notice, or the mutual agreement of the parties, or if any party: (a) becomes insolvent, files a petition in bankruptcy, makes an assignment for the benefit of its creditors; or (b) breaches any of its material responsibilities or

11 TERM AND TERMINATION, CONT'D

obligations under this Agreement, which breach is not remedied within ten (10) days from receipt of written notice of such breach.

11.3 In the event of termination, Designer shall be compensated for the Services performed through the date of termination in the amount of (a) any advance payment, (b) a prorated portion of the fees due, or (c) hourly fees for work performed by Designer or Designer's agents as of the date of termination, whichever is greater; and Client shall pay all Expenses, fees, kill fees, out of pockets together with any Additional Costs incurred through and up to, the date of cancellation.

11.4 In the event of termination by Client and upon full payment of compensation as provided herein, Designer grants to Client such right and title as provided for in Schedule A of this Agreement with respect to those Deliverables provided to, and accepted by Client as of the date of termination.

11.5 Upon expiration or termination of this Agreement: (a) each party shall return or, at the disclosing party's request, destroy the Confidential Information of the other party, and (b) other than as provided herein, all rights and obligations of each party under this Agreement, exclusive of the Services, shall survive.

12. GENERAL

12.1 Modification/Waiver. This Agreement may be modified by the parties. Any modification of this Agreement must be in writing, except that Designer's invoices may include, and Client shall pay, expenses or costs that Client authorizes by electronic mail in cases of extreme time sensitivity. Failure by either party to enforce any right or seek to remedy any breach under this Agreement shall not be construed as a waiver of such rights nor shall a waiver by either party of default in one or more instances be construed as constituting a continuing waiver or as a waiver of any other breach.

12.2 Notices. All notices to be given hereunder shall be transmitted in writing either by facsimile or electronic mail with return confirmation of receipt or by certified or registered mail, return receipt requested, and shall be sent to the addresses identified below, unless notification of change of address is given in writing. Notice shall be effective upon receipt or in the case of fax or email, upon confirmation of receipt.

12.3 No Assignment. Neither party may assign, whether in writing or orally, or encumber its rights or obligations under this Agreement or permit the same to be transferred, assigned or encumbered by operation of law or otherwise, without the prior written consent of the other party.

12.4 Force Majeure. Designer shall not be deemed in breach of this Agreement if Designer is unable to complete the Services or any portion thereof by reason of fire, earthquake, labor dispute, act of God or public enemy, death, illness or incapacity of Designer or any local, state, federal, national or international law, governmental order or regulation or any other event beyond Designer's control (collectively, "Force Majeure Event"). Upon occurrence of any Force Majeure Event, Designer shall give notice to Client of its inability to perform or of delay in completing the Services and shall propose revisions to the schedule for completion of the Services.

12.5 Governing Law and Dispute Resolution. The formation, construction, performance and enforcement of this Agreement shall be in accordance with the laws of the United States and the state of Colorado without regard to its conflict of law provisions or the conflict of law provisions of any other jurisdiction. In the event of a dispute arising out of this Agreement, the parties agree to attempt to resolve any dispute by negotiation between the parties. If they are unable to resolve the dispute, either party may commence mediation and/or binding arbitration through the American Arbitration Association, or other forum mutually agreed to by the parties. The prevailing party in any dispute resolved by binding arbitration or litigation shall be entitled to recover its attorneys' fees and costs. In all other circumstances, the parties specifically consent to the local, state and federal courts located in the state of Colorado. The parties hereby waive any jurisdictional or venue defenses available to them and further consent to service of process by mail. Client acknowledges that Designer will have no adequate remedy at law in the event

12 GENERAL, CONT'D

Client uses the deliverables in any way not permitted hereunder, and hereby agrees that Designer shall be entitled to equitable relief by way of temporary and permanent injunction, and such other and further relief at law or equity as any arbitrator or court of competent jurisdiction may deem just and proper, in addition to any and all other remedies provided for herein.

12.6 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall nevertheless remain in full force and effect and the invalid or unenforceable provision shall be replaced by a valid or enforceable provision.

12.7 Headings. The numbering and captions of the various sections are solely for convenience and reference only and shall not affect the scope, meaning, intent or interpretation of the provisions of this Agreement nor shall such headings otherwise be given any legal effect.

12.8 Integration. This Agreement comprises the entire understanding of the parties hereto on the subject matter herein contained, and supersedes and merges all prior and contemporaneous agreements, understandings and discussions between the parties relating to the subject matter of this Agreement. In the event of a conflict between the Proposal and any other Agreement documents, the terms of the Proposal shall control.



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consensus +
solutions +

3268 Syracuse Street
Denver, CO 80238
www.cplusbdesign.com

Schedule A: Intellectual Property Provisions - ver 1/2013

IP 1 RIGHTS TO DELIVERABLES OTHER THAN FINAL ART

IP 1.1 Client Content. Client Content, including all pre-existing Trademarks, shall remain the sole property of Client or its respective suppliers, and Client or its suppliers shall be the sole owner of all rights in connection therewith. Client hereby grants to Designer a nonexclusive, nontransferable license to use, reproduce, modify, display and publish the Client Content solely in connection with Designer's performance of the Services and limited promotional uses of the Deliverables as authorized in this Agreement.

IP 1.2 Third Party Materials. All Third Party Materials are the exclusive property of their respective owners. Designer shall inform Client of all Third Party Materials that may be required to perform the Services or otherwise integrated into the Final Art. Under such circumstances Designer shall inform Client of any need to license, at Client's expense, and unless otherwise provided for by Client, Client shall obtain the license(s) necessary to permit Client's use of the Third Party Materials consistent with the usage rights granted herein. In the event Client fails to properly secure or otherwise arrange for any necessary licenses or instructs the use of Third Party Materials, Client hereby indemnifies, saves and holds harmless Designer from any and all damages, liabilities, costs, losses or expenses arising out of any claim, demand, or action by a third party arising out of Client's failure to obtain copyright, trademark, publicity, privacy, defamation or other releases or permissions with respect to materials included in the Final Art.

IP 1.3 Preliminary Works. Designer retains all rights in and to all Preliminary Works. Client shall return all Preliminary Works to Designer within thirty (30) days of completion of the Services and all rights in and to any Preliminary Works shall remain the exclusive property of Designer.

IP 1.4 Original Artwork. Designer retains all right and title in and to any original artwork comprising Final Art, including all rights to display or sell such artwork. Client shall return all original artwork to Designer within thirty (30) days of completion of the Services.

IP 1.5 Trademarks. Upon completion of the Services and expressly conditioned upon full payment of all fees, costs and out-of-pocket expenses due, Designer assigns to Client all ownership rights, including any copyrights, in and to any artworks or designs comprising the works created by Designer for use by Client as a Trademark. Designer shall cooperate with Client and shall execute any additional documents reasonably requested by Client to evidence such assignment. Client shall have sole responsibility for ensuring that any proposed trademarks or Final Deliverables intended to be a Trademark are available for use in commerce and federal registration and do not otherwise infringe the rights of any third party. Client hereby indemnifies, saves and holds harmless Designer from any and all damages, liabilities, costs, losses or expenses arising out of any claim, demand, or action by any third party alleging any infringement arising out of Client's use and/or failure to obtain rights to use or use of the Trademark.

IP 1.6 Designer Tools. All Designer Tools are and shall remain the exclusive property of Designer. Designer hereby grants to Client a nonexclusive, nontransferable (other than the right to sublicense such uses to Client's web hosting or internet service providers), perpetual, worldwide license to use the Designer Tools solely to the extent necessary with the Final Deliverables for the Project. Client may not directly or indirectly, in any form or manner, decompile, reverse engineer, create derivative works or otherwise disassemble or modify any Designer Tools comprising any software or technology of Designer.

Schedule A: Intellectual Property Provisions - Page 2

IP 2 RIGHTS TO FINAL ART

IP 2.1 Assignment. Upon completion of the Services, and expressly subject to full payment of all fees, costs and expenses due, Designer hereby assigns to Client all right, title and interest, including without limitation copyright and other intellectual property rights, in and to the Final Art. Designer agrees to reasonably cooperate with Client and shall execute any additional documents reasonably necessary to evidence such assignment.



WINDSOR DOWNTOWN DEVELOPMENT AUTHORITY

MEMORANDUM

Date: October 16, 2013
To: Downtown Development Authority Board of Directors
From: Patti Garcia, Town Clerk/Assistant to the Town Manager
Re: 2014 Mill Levy & Budget Adoption
Item #: I & J

Pursuant to discussions at the September 18, 2013 DDA board meeting, the following adjustments were made to the draft budget:

Increase the façade improvement program to \$100,000
Increase site improvements to \$20,000

There were no other changes or adjustments to the draft budget. The resolution for the mill levy identifies the mill at 2. Once the mill is approved by the DDA board and the Town Board, it will be certified with the county assessor.

The DDA has a work session scheduled with the Town Board on October 28, 2013 at 6 pm at Town Hall. The public hearing and consideration of the Town of Windsor 2014 budget will be held on November 25, 2013.

WINDSOR DOWNTOWN DEVELOPMENT AUTHORITY

RESOLUTION 2013-DDA02

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE WINDSOR DOWNTOWN DEVELOPMENT AUTHORITY APPROVING AND RECOMMENDING TO THE TOWN BOARD OF THE TOWN OF WINDSOR THE DETERMINING AND FIXING OF THE MILL LEVY OF THE WINDSOR DOWNTOWN DEVELOPMENT AUTHORITY FOR THE FISCAL YEAR ENDING DECEMBER 31, 2014

WHEREAS, on February 28, 2011, the Town Board of the Town of Windsor, Colorado (“Town Board”), adopted Ordinance No. 2011-1401, which established the Windsor Downtown Development Authority; and

WHEREAS, the Downtown Development Authority has been duly organized in accordance with the C.R.S. § 31-25-801, et seq.; and

WHEREAS, the Board of Directors of the Downtown Development Authority finds that a mill levy of two (2) mills is appropriate to help defray the costs of the Downtown Development Authority’s operational and maintenance needs for fiscal year 2014.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE DOWNTOWN DEVELOPMENT AUTHORITY, to recommend to the Town Board the mill levy rate for taxation upon all taxable property within the boundaries of the Downtown Development Authority for the fiscal year ending December 31, 2014, to be set at two (2) mills, which mill levy has been deemed appropriate by the Board of Directors of the Downtown Development Authority and which mill levy represents the amount of taxes for the Downtown Development Authority. Said mill levy shall be distributed for the purposes permitted under C.R.S. § 31-25-817, which levy as so distributed shall be certified by the County Assessor and the Board of County Commissioners of Weld County, Colorado, by the Town Clerk as required by law.

Upon a motion duly made, seconded and carried, the foregoing Resolution was adopted this 16th day of October, 2013.

WINDSOR DOWNTOWN DEVELOPMENT
AUTHORITY

Bob Winter, Chairperson

ATTEST:

Craig Petersen, Secretary

WINDSOR DOWNTOWN DEVELOPMENT AUTHORITY

RESOLUTION 2013-DDA03

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE WINDSOR DOWNTOWN DEVELOPMENT AUTHORITY APPROVING AND RECOMMENDING TO THE TOWN BOARD OF THE TOWN OF WINDSOR THE BUDGET OF THE ESTIMATED AMOUNTS REQUIRED TO PAY THE EXPENSES OF CONDUCTING BUSINESS OF SAID AUTHORITY, AND THE APPROPRIATION OF FUNDS THEREFOR, FOR THE FISCAL YEAR ENDING DECEMBER 31, 2014

WHEREAS, on February 28, 2011, the Town Board of the Town of Windsor, Colorado (“Town Board”), adopted Ordinance No. 2011-1401, which established the Windsor Downtown Development Authority and

WHEREAS, the Downtown Development Authority has been duly organized in accordance with the C.R.S. § 31-25-801, et seq.; and

WHEREAS, on June 27, 2011, the Town Board adopted Resolution No. 2011-26 approving the Downtown Development Authority Plan of Development, which established the purpose of the Authority and the types of projects in which the Authority would participate, and

WHEREAS, the Board of Directors of the Downtown Development Authority is required by C.R.S. § 31-25-816 to adopt a budget of the estimated revenues and expenditures to be received and incurred during each fiscal year.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE WINDSOR DOWNTOWN DEVELOPMENT AUTHORITY that the following budget, with the projected allocation of budget funds being shown on Exhibit A, attached hereto and incorporated herein by reference, is adopted for the fiscal year ending December 31, 2014, and therefore recommends to the Town Board the adoption of the following budget:

Revenues:	
Beginning Fund Balance	\$157,210
Transfer from the Town of Windsor	\$265,000
Incremental Property Tax	\$16,052
Property Tax from Mill Levy	\$7,712
Interest Income	\$5
TOTAL	\$445,979
Expenditures:	
Capital Outlay	\$20,000
Operating and Maintenance	\$182,417
Administrative Support	\$20,000
TOTAL	\$222,417

NOW, THEREFORE, BE IT FURTHER RESOLVED BY THE BOARD OF DIRECTORS OF THE WINDSOR DOWNTOWN DEVELOPMENT AUTHORITY to recommend to the Town Board the appropriation of the aforementioned budget funds in the amount of Two Hundred, Twenty-Two Thousand, Four Hundred Seventeen Dollars (\$222,417) for expenditure on conducting the business of the Downtown Development Authority and for its projects and programs in accordance with the Town Board approved DDA Plan of Development.

Upon a motion duly made, seconded and carried, the foregoing Resolution was adopted this 16th day of October, 2013.

WINDSOR DOWNTOWN DEVELOPMENT
AUTHORITY

Bob Winter, Chairperson

ATTEST:

Craig Petersen, Secretary

Downtown Development Authority Fund Detail Budget

ACCT NO	ACCOUNT NAME	2010 - 2014				ACTUAL - PROJECTED		2013 - 2014		NOTES
		ACTUAL	ACTUAL	ACTUAL	BUDGET	Thru JULY 2013	AUG-DEC 2013	2013 PROJ.	2014 BUDGET	
DOWNTOWN DEVELOPMENT AUTHORITY (DDA) REVENUE - 19										
DOWNTOWN DEVELOPMENT AUTHORITY (DDA)										
4001	<i>Beginning Fund Balance</i>	0	0	0	45,344			50,322	157,210	
4311	Property Tax From Mill Levy	0	0	0	4,006	3,546	454	4,000	7,712	
4312	Auto Tax	0	0	0	0	141	70	211	0	
4324	Incremental Property Tax	0	0	0	16,603	14,014	2,000	16,014	16,052	
4364	Interest Income	0	0	0	250	3	2	5	5	
4370	Donations	0	0	0	0	0	0	0	0	
4376	Transfer from TOW General Fund	0	0	250,000	250,000	145,833	104,167	250,000	265,000	
4335	Loan Proceeds	0	0	0	0	0	0	0	0	
DOWNTOWN DEVELOPMENT AUTHORITY REVENUES TOTAL										
		0	0	250,000	270,859	163,538	106,693	270,231	288,769	
AVAILABLE RESOURCES										
		0	0	250,000	316,203			320,553	445,979	
DOWNTOWN DEVELOPMENT AUTHORITY (DDA) EXPENDITURES -19										
DOWNTOWN DEVELOPMENT AUTHORITY - 486										
6210	Office Supplies	0	0	202	300	45	32	77	200	
6213	Public Relations/Advertising	0	0	3,240	25,000	5,232	3,737	8,969	25,000	
6214	Board Development	0	0	851	1,000	0	0	0	3,200	
6217	Dues, Fees, Subscriptions	0	0	1,184	500	2,104	275	2,379	770	
6218	Small Equipment	0	0	0	0	0	0	0	0	
6245	Mileage	0	0	14	100	0	0	0	100	
6246	Liability Insurance	0	0	0	0	0	0	0	1,297	
6251	Audit Services	0	0	0	0	0	0	0	0	
6252	Legal Services	0	0	17,574	10,000	3,078	2,198	5,276	10,000	
6253	Contract Service	0	0	14,262	20,000	1,600	5,900	7,500	20,000	
6256	Publishing/Recording	0	0	7	300	0	0	0	0	
6263	Postage	0	0	289	0	214	153	367	350	
6264	Printing/Binding	0	0	0	500	0	0	0	500	
6267	Study/Review/Analysis/Consulting	0	0	34,848	5,000	0	0	0	20,000	
6268	County Treasurer Fees	0	0	0	0	263	50	313	300	
6269	Miscellaneous	0	0	0	0	0	0	0	700	
6270	Façade Program	0	0	0	0	0	0	0	100,000	
6290	Elections	0	0	762	0	0	0	0	0	
	<i>Operating & Maintenance Total</i>	0	0	73,234	62,700	12,535	12,345	24,880	182,417	
7302	Admin Support Charge by Town of Windsor	0	0	1,470	20,000	11,667	8,333	20,000	20,000	
7321	Interest Expense/Loan	0	0	0	0	0	0	0	0	
7350	Principal Expense/Loan	0	0	0	0	0	0	0	0	
7340	Debt Issuance Cost	0	0	0	0	0	0	0	0	
	<i>Debt Service Total</i>	0	0	1,470	20,000	11,667	8,333	20,000	20,000	
8410	Land/Easements	0	0	93,349	0	116,335		116,335	0	
8412	Site Improvements	0	0	31,625	116,752	1,128	1,000	2,128	20,000	
8420	Building & Structures	0	0	0	116,752	0	0	0	0	
	<i>Capital Outlay Total</i>	0	0	124,974	233,503	117,463	1,000	118,463	20,000	
DOWNTOWN DEVELOPMENT AUTHORITY EXPENDITURES TOTAL										
		0	0	199,678	316,203	141,664	21,678	163,343	222,417	
BEGINNING DDA BALANCE										
		0	0	0	45,344			50,322	157,210	
REVENUE										
		0	0	250,000	270,859			270,231	288,769	
Available Resources										
		0	0	250,000	316,203			320,553	445,979	
EXPENDITURES										
		0	0	199,678	316,203			163,343	222,417	
ENDING DDA BALANCE										
		0	0	50,322	0			157,210	223,562	



WINDSOR DOWNTOWN DEVELOPMENT AUTHORITY

P.O. BOX 381, Windsor, CO 80550

www.windsordda.com

October 16, 2013

Mayor and Town Board
Windsor Planning Commission
301 Walnut Street
Windsor, CO 80550

Re: Off-street parking requirements in downtown Windsor

Mayor, Town Board, and Planning Commissioners:

The Windsor Downtown Development Authority (DDA) and the Town have an interest in the health and growth of Windsor. Redevelopment and infill projects in the historic core of Windsor are of particular interest to the DDA. These types of projects are characteristically different than developing on a vacant lot in the newer parts of Windsor. Lot sizes are typically smaller, and lots are often surrounded by existing development at the property lines. The historic development pattern of downtown Windsor is unique compared to contemporary development patterns of the last 60 years.

Currently, the Windsor Municipal Code's minimum parking standards do not adequately address the unique character and development pattern of downtown Windsor. The DDA is respectfully requesting that the Town research and implement alternative parking regulations that provide flexibility and allows for creative solutions in providing adequate parking for redevelopment and infill projects in downtown Windsor.

Thank you for your time and consideration in reviewing our request.

Sincerely,

Bob Winter, Chair
Downtown Development Authority
