



WINDSOR DOWNTOWN DEVELOPMENT AUTHORITY

P.O. BOX 381, Windsor, CO 80550

www.windsordda.com

BOARD OF DIRECTORS MEETING

November 20, 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 October 16, 2013 Board of Directors Meeting – P. Garcia
- F. Report of Bills & Financial Report – P. Garcia
- G. Resolution No. 2013-DDA04 – A Resolution Approving an Intergovernmental Agreement between the Windsor Downtown Development Authority and Colorado Special Districts Liability Pool – P. Garcia
- H. Report from Sub-Committees
 1. Marketing Committee
 - i. Farmer's Market update – *verbal update*
 - ii. Internship opportunity
 2. Beautification Committee
 - i. DDA-owned lots - Concept Plan status including update of October 23, 2013 meeting at Nana Bea's – *verbal update*
 - ii. Information received regarding undergrounding - *verbal update*
 3. Parking Committee
- I. Communications
 - Historic Mill Feasibility Study – Interview & selection process
 - Schedule work session to discuss 2014 Work Plan
 - Review November and December regular and committee meeting schedule
- J. Adjourn

Upcoming meetings (all at 7:30 am)

November 27	Marketing Committee
December 4	Parking Committee (moved from December 11)
December 11	Beautification Committee (moved from December 4)
December 18	Regular Meeting
December 25	Marketing Committee



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BOARD OF DIRECTORS MEETING

October 16, 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
Dean Koehler
Jason Shaeffer
Sean Pike

Absent:

Also present: Town Manager Kelly Arnold
Town Clerk Patti Garcia
Management Assistant Kelly Unger
Associate Planner Brett Walker
Associate Planner Josh Olhava
Director of Finance Dean Moyer
Art & Heritage Manager Carrie Knight
Special Events Coordinator Amy Porter

C. Public Invited to be Heard

Chairman Winter opened the meeting for public comment, to which there was none.

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 as presented.

E. Approval of Minutes from the September 18, 2013 Board of Directors Meeting – S. Sheffler
Secretary/Treasurer Peterson motioned to approve the Minutes as presented; Board Member Melendez seconded the motion. Roll call on the vote resulted as follows:

Yeas- Winter, Stauss, Koehler, Petersen, Melendez
Nayes- None. Motion carried.

F. Report of Bills & Financial Report – P. Garcia

Town Clerk Garcia reported on the list of bills and noted the various payments made related to Wheels n Deals, sponsorship of the Breast Friends Cancer Support event held in the DDA area, marketing efforts, legal services and the survey conducted for the most recent DDA land purchase.

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, Koehler, Petersen, Melendez
Nayes – None. Motion carried.



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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

Town Clerk Garcia reported that the contract was one that the DDA had reviewed at a previous meeting; obligations of the contract include the facilitation of a concept plan for the property north of Main Street between 4th and 5th Streets. Sketches of the concept plan will be available at the meeting of DDA property/business owners and tenants for viewing and discussion. After review of the contract by Joshua Liley, legal counsel, he requested the contract be amended to reflect specific legal terms.

Secretary/Treasurer Peterson motioned to approve the contract, subject to final approval of the contract by DDA legal counsel, and authorizing DDA legal counsel to negotiate and approve changes to the legal terms contained in the contract, and authorizing the board chair to execute the contract after approval by DDA legal counsel; Board Member Koehler seconded the motion. Roll call on the vote resulted as follows:

Yeas – Winter, Stauss, Koehler, Petersen, Melendez

Nays – None. Motion carried.

H. Preview of concept sketches; DDA lots - Kristin Cypher, C+B Designs

Documents to be provided at meeting

Ms. Cypher reviewed provided sketches of three concept plans for the DDA owned lots; 1 was heavy development including underground parking, 1,000 to 2,500 square foot residential units and restaurant/retail pads; a second identified less development with scaled back residential options and the third concept included mini lots with no underground parking. Traffic would be one-way going west to east through the back lot. Ms. Cypher noted that if parking was the goal, that the DDA may want to investigate pay-parking options.

Each concept was reviewed and discussed by the DDA. Items brought forward included rental kiosks in open space/alleyways, pedestrian walkability, ganged dumpsters and lake views. Town Manager Arnold inquired if phasing into the heavy development could be accomplished to which Ms. Cypher concurred. Mr. Arnold also recommended establishing a list of pro's and con's regarding the various concepts without putting revenue numbers to it as preliminary numbers could be incorrect or not as promised. Ms. Cypher added that the tax increment is a moving target.

The DDA board discussed that the heavy development is maximized for the DDA interests; Board Member Melendez stated that retail/restaurant is the DDA livelihood. It was noted that restaurants are money makers but do require more parking. The various options will be provided at the meeting on October 23 for review and input.

Town Manager Arnold also encouraged pedestrian flow from the DDA to Boardwalk Park to stay with the current provisions until any issues are resolved with the PUC. He was comfortable with leaving options in the sketches but encouraged the DDA to make no promises.

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



WINDSOR DOWNTOWN DEVELOPMENT AUTHORITY

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Downtown Development Authority for the Fiscal Year Ending December 31, 2014 – P. Garcia

Town Clerk Garcia reported that the mill levy recommended by staff was 2 mills; the increase had been discussed at a previous work session at which the DDA board had concurred with the recommendation. The voters have approved a mill up to 5 mills; it was noted that in order to become more self-sufficient the DDA should increase the mill by 1 each year until the 5 mills was achieved. This will correlate very closely to when the sales tax distribution to the DDA ends.

Board Member Melendez motioned to approve Resolution No. 2013-DDA02 as presented; Secretary/Treasurer Peterson seconded the motion. Roll call on the vote resulted as follows:

Yeas – Winter, Stauss, Koehler, Petersen, Melendez

Nayes – None. Motion carried

- 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

Town Clerk Garcia reported the 2014 budget reflect the two changes requested at the DDA work session which included increasing the façade improvement program to \$100,000 and increase the site improvement line item to \$20,000. A work session with the Town Board has been scheduled for October 28 at which time the DDA will present their budget; the Town Board will adopting the 2014 Town of Windsor budget on November 25, 2013 along with the DDA budget.

Board Member Melendez motioned to approve Resolution No. 2013-DDA03 as presented; Secretary/Treasurer Peterson seconded the motion. Roll call on the vote resulted as follows:

Yeas – Winter, Stauss, Koehler, Petersen, Melendez

Nayes – None. Motion carried.

- 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

Associate Planner Walker discussed the draft letter noting it had been discussed at the Parking Committee meeting earlier in the month. The current minimum parking standards adopted by the Town of Windsor do not address the character and development pattern of downtown Windsor. Staff has researched other communities in the region and their challenges; pursuant to that research it is recommended there be some flexibility of the minimum parking requirements. Town Manager Arnold stated that this is an important issue and would like to move it forward on a work program. It was also recommended that the item be reviewed at the joint meeting with the Town Board on October 28.

Board Member Melendez motioned to approve the letter to the Town of Windsor recommending that the Town revise parking standards in the downtown area; Board Member Koehler seconded the motion. Roll call on the vote resulted as follows:

Yeas – Winter, Stauss, Koehler, Petersen, Melendez

Nayes – None. Motion carried.



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L. Report from Sub-Committees

1. Marketing Committee

- Salsa on 5th Street
Board Member Melendez reported on the event noting that there were approximately 140 in attendance. The original date of September 14 would have been ideal, but due to the flooding the event was postponed and rescheduled for October 5. If the DDA wants to host the event in 2014, she recommended that it be held in August or September.
- Windsor Wonderland
Ms. Melendez reminded the DDA board of the rack cards that were printed last year that included DDA events and inquired if the DDA members would like to do something similar this year that included a list of the names and addresses of the businesses in the DDA area. The DDA board liked the idea.

The DDA board requested the Marketing Committee look at billboards and signage in 2014 that would promote the DDA area.

2. Beautification Committee No additional information.

3. Parking Committee Associate Planner Walker stated that a handout would be provided at the meeting on October 28 for those in the DDA to provide comments and suggestions regarding employee parking areas.

M. Communications

- Farmer's Market discussion – P. Garcia
Town Clerk Garcia reported on the 2013 Farmer's Market and acknowledged that sales were down compared to 2012 and that there were fewer vendors on a regular basis. The CSU Extension – Weld County was responsible for the Farmer's Market in 2013 and has debriefed with staff on this year's event. The DDA board had a booth at the market this year and their concerns were brought forward during the debriefing. Ms. Garcia requested direction from the DDA as to their level of participation with the Farmer's Market for 2014. The DDA board stated that they felt that the marketing needs to be better; the event should be branded. There was discussion of holding it at a different venue as Vice President Stauss stated that people attending the Farmer's Market do not stay and shop in downtown Windsor. The Marketing Committee will review information regarding the Farmer's Market and provide a recommendation to the DDA at a later meeting.

Pro Challenge monument – C. Knight

Art & Heritage Manager Knight explained to the DDA that the USA Pro Challenge Local Operating Committee had designated funds for a monument recognizing the Pro Challenge event. Ms. Knight provided a conceptual plan for a stone monument to be placed near 5th & Main which the DDA was supportive of. They asked if their logo could be added to the monument; Ms. Knight will check to see adding the DDA and Town of Windsor logo is an option.



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N. Adjourn

On a motion duly made, the meeting was adjourned at 9:40 a.m.

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

Downtown Development Authority

REPORT OF BILLS

10/05-11/13/13

At the regular meeting of the Downtown Development Authority,
Colorado, held in the Windsor Town Hall Board Room on November 20, 2013
the following claims were presented, examined, and approved by the DDA

VENDOR	DESCRIPTION	INVOICE #	AMOUNT
Windsor Chamber of Commerce	Windsor Bucks for Salsa Dancing Contest	6054	\$ 100.00
Mantooth Marketing/Connie Hanrahan	Event Retainer/Salsa on 5th & Wrap Ad	3448	\$ 1,034.58
Mantooth Marketing/Connie Hanrahan	Event Retainer/Salsa on 5th	3552	\$ 2,087.33
Card Services	Nana Bea's/Ice Cream Social	October	\$ 57.60
Coloradoan Media Group	RFP - Reasibility Study/Historic Mill	34204699	\$ 12.60
U.S. Postmaster	Postage Meter Reload-DDA's %	Oct2013	\$ 28.00
Card Services	Annual Post Office Box Rental Fee	September	\$ 60.00
Lil Flower Shop	Flowers for Melendez Funeral	7615	\$ 72.95
	TOTAL DISBURSEMENT REQUEST		<u>\$ 3,453.06</u>
	TOTAL		<u>\$ 3,453.06</u>



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

<u>Finance Department</u>	
Vendor #	730
Obligation #	102803

PAYMENT REQUEST

INVOICE NUMBER: 6054	
VENDOR: Windsor Chamber of Commerce	
DBA:	
(IF OTHER THAN VENDOR)	
ADDRESS: 421 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

BUDGET LINE ITEM					
FUND	DEPT.	FUNCTION	PROJECT	DESCRIPTION	TOTAL
19	486	6213		Windsor Bucks for Salsa Dancing Contest – Salsa on 5 th	100.00
TOTAL					\$ 100.00



Windsor Chamber of Commerce
 421 Main Street
 Windsor, CO 80550

Invoice

Date	Invoice #
9/4/2013	6054

Bill To
Downtown Development Authority Bob Winters PO Box 381 Windsor, CO 80550

P.O. No.	Terms	Due Date	Project
	Due on receipt	9/4/2013	

Description	Qty	Rate	Amount
Windsor Bucks Ordered by Kristie Melendez	4	25.00	100.00

Thank you for your continued support.	Total	\$100.00
Thank you for your continued Membership and Support!	Payments/Credits	\$0.00
For Tax Purposes Dues are a Business Expense - not a Charitable Contribution.	Balance Due	\$100.00

Phone #	Fax #	E-mail	Web Site
(970) 686-7189	(970) 686-0352	michal@windsorchamber.net	www.windsorchamber.net



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

<u>Finance Department</u>	
Vendor #	6741
Obligation #	102874

PAYMENT REQUEST

INVOICE NUMBER: 3448	
VENDOR: Mantooth Marketing Company	
DBA: <u>Connie Hanrahan</u> (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
7/31/2013	Patti Garcia		P Garcia <i>[Signature]</i>

BUDGET LINE ITEM					
FUND	DEPT.	FUNCTION	PROJECT	DESCRIPTION	TOTAL
19	486	6213		Event retainer (1 of 3 installments), WindsorNOW Wrap & graphi design for July	1,034.58
TOTAL					\$1,034.58



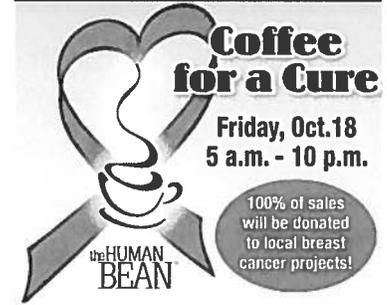
8334 Coeur D'Alene Drive 970-663-1888
Fort Collins, CO 80525

Invoice

Date	Invoice #
7/31/2013	3448

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

Join us for the 8th Annual



PO Number	Project	Acct Manager	Terms
	Salsa on the 5th	Isis Diloreti	Net 30
Description	Hours/Units	Hrly/Flat Rate	Amount
DDA wrap in WindsorNOW	2	65.00	130.00
WindsorNOW! Wrap	1.25	65.00	81.25
Total Graphic Design for July			211.25
Event Retainer - Total Budget \$2,470 - 1 of 3 instalments		823.33	823.33

Thank you for choosing Mantooth to execute your event. We appreciate it!

Total \$1,034.58

Payments/Credits \$0.00

Balance Due \$1,034.58

Pick a Card... Any Card!

We now accept credit cards*

* 2% processing fee



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

Finance Department	
Vendor #	6741
Obligation #	103108

PAYMENT REQUEST

INVOICE NUMBER: 3552	
VENDOR: Mantooth Marketing Company	
DBA: <u>Connie Hanrahan</u> <small>(IF OTHER THAN VENDOR)</small>	
ADDRESS: 8334 Coeur D'Alene Drive Fort Collins, CO 80525	
Phone:	DDA EXPENSE
Fax:	

INVOICE DATE	PROCESSED BY	SUPERVISOR APPROVAL	DEPT. HEAD APPROVAL
9/30/2013	Patti Garcia		P Garcia <i>[Signature]</i>

BUDGET LINE ITEM					
FUND	DEPT.	FUNCTION	PROJECT	DESCRIPTION	TOTAL
19	486	6213		Event Retainer & Misc for Salsa on 5 th	2,087.33
TOTAL					\$2,087.33



mantooth
marketing company

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

Invoice

Date	Invoice #
9/30/2013	3552

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

Join us for the 8th Annual

Coffee for a Cure
Friday, Oct. 18
5 a.m. - 10 p.m.

100% of sales will be donated to local breast cancer projects!

the HUMAN BEAN

PO Number	Project	Acct Manager	Terms
	Salsa on the 5th	Isis Diloreti	Net 30
Description	Hours/Units	Hrly/Flat Rate	Amount
Event Retainer - final instalment		823.33	823.33
Townsquare Media - Remote Talent for Salsa on 5th	1	200.00	200.00
AlphaGraphics Inv 46403 - Posters	1	64.00	64.00
Townsquare Media Inv. 1131034227 - Salsa on 5th - KTRR	1	1,000.00	1,000.00

Thank you for choosing Mantooth to execute your event. We appreciate it!

Total	\$2,087.33
Payments/Credits	\$0.00
Balance Due	\$2,087.33

Pick a Card... Any Card!

We now accept credit cards*

*2% processing fee



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

<u>Finance Department</u>	
Vendor #	6373
Obligation #	103128

PAYMENT REQUEST

INVOICE NUMBER: 00540 CT 2013	Pattig. 0054 OCT 2013
VENDOR: Card Services	
DBA: N/A (IF OTHER THAN VENDOR)	
Address: PO BOX 875852 Kansas City, MO 64187-5852	
Phone: 800-821-5184	DDA EXPENSE
Fax:	

INVOICE DATE	PROCESSED BY	SUPERVISOR APPROVAL	DEPT. HEAD APPROVAL
10/24/2013	P Garcia		DM

BUDGET LINE ITEM					
FUND	DEPT.	FUNCTION	PROJECT	DESCRIPTION	TOTAL
01	410	6218		Plantronics – repair headset/J Morris	56.00
01	410	5137		Oriental trading –Customer Service week	35.49
01	410	5137		King Soopers – CS Week/cards, flowers, cupcakes	247.26
01	410	5137		Quizno's – Food for utility billing interview team	20.56
01	410	5137		Baudville – Customer Service week	329.32
01	410	5137		CCCMA – Women in Gov't luncheon/P Garcia	3.00
01	413	5137		CCCMA – Women in Gov't luncheon/ K Unger	3.00
01	411	6214		Duke of Windsor/TB Dinner 10/14/13	97.50
19	486	6213		Nana Bea's/DDA Ice Cream Social	57.60
TOTAL					\$ 849.73

Patti Garcia

From: Square <noreply@messaging.squareup.com>
Sent: Wednesday, October 23, 2013 8:30 PM
To: Patti Garcia
Subject: Receipt from Nana Bea's, LLC for \$57.60

[Trouble viewing this email?](#)

Nana Bea's, LLC

430 Main St., Windsor, CO 80550

970-460-7165

Oct 23, 2013 at 8:05pm

Receipt
#zYQM

Tax Id 98-03476 **\$48.00**

Tip **\$9.60**

Total \$57.60



0054

\$57.60





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

<u>Finance Department</u>	
Vendor #	728 -
Obligation #	103186

PAYMENT REQUEST

INVOICE NUMBER: →	Confirmation# 0034305699
VENDOR: Coloradoan	
DBA:	
(IF OTHER THAN VENDOR)	
Address: 1300 Riverside Fort Collins, CO 80524	
Phone:	DDA EXPENSE
Fax:	

INVOICE DATE	PROCESSED BY	SUPERVISOR APPROVAL	DEPT. HEAD APPROVAL
11/1/2013	Patti Garcia		P Garcia pgw

BUDGET LINE ITEM					
FUND	DEPT.	FUNCTION	PROJECT	DESCRIPTION	TOTAL
19	486	6256		RFP – Feasibility Study/Historic Mill	12.60
TOTAL					\$12.60



1300 Riverside
 Fort Collins CO 80524
 (970) 224-4000

Order Confirmation For Ad #0034204699

Customer # WB0074	Net Amount \$12.60	PO Number:
TOWN OF WINDSOR	Tax Amount \$0.00	Ordered By: Mary Lee
DESC,301 WALNUT ST	Total Amount \$12.60	Customer Fax:
WINDSOR CO 80550-5141 USA	Payment Amount \$0.00	Special Pricing: None
Customer Phone: 970-686-7476	Amount Due \$12.60	Sales Rep: vmurray
Customer EMail: pgarcia@windsorgov.com	Ad Size 2.0 X 48 Li	Order Taker: vmurray
Tear Sheets 0		Order Source:
Proofs 0		
Affidavits @ \$10.00 1		
Blind Box		

Product Information	Placement/Classification	Start Date	# Inserts	
Windsor Beacon::	Legals - Windsor Bea	3946-Legal-Town of Windsor	10/25/2013	1

Ad Content

REQUEST FOR PROPOSAL

PROFESSIONAL CONSULTING SERVICES
 to conduct a
 FEASIBILITY STUDY OF THE
 Historic Windsor Milling and
 Elevator Company Building

SUBMITTAL DEADLINE:
 November 27th, 2013

The Windsor, Colorado Downtown Development Authority (the "DDA") is circulating this Request for Proposals (RFP) in order to solicit proposals from firms which are qualified to provide professional consulting services for the preparation of a Feasibility Study of the Historic Windsor Milling and Elevator Company Building (the "Mill").

This RFP is posted on the Town of Windsor's website, www.windsorgov.com, the DDA's website, www.windsordda.com, and is also available at the Windsor Town Hall, 301 Walnut Street, Windsor, Colorado, 80550.

Proposals must be received by 5:00 p.m. on November 27, 2013 at the following address S :

The Town of Windsor

Attn: Patti Garcia
 301 Walnut Street
 Windsor, CO 80550

Or by email to pgarcia@windsorgov.com

The complete RFP and requirements can be found on the Town Website, www.windsorgov.com under Bids and RFPs.

34204699
 Windsor Beacon, Colorado
 Oct. 25, 2013

VENDOR: US POSTMASTER
SERIAL #594543

VENDOR #
3962

October 8, 2013

Inv# ~~102717~~ OCT 2013

0* 102717

ALL SPLIT: \$5,000.00
ADDITIONAL:
TOTAL DUE: \$5,000.00

FUND	DEPT	FUNC	PROJ	DESCRIPTION	%	AMOUNT
1	421	6263		Police Department	11.25%	\$562.50
1	412	6263		Municipal Court Clerk	2.58%	\$129.00
1	419	6263		Planning Department	3.72%	\$186.00
1	456	6263		Cultural Affairs/Museum	15.77%	\$788.50
5	490	6263		CRC/Seniors	0.49%	\$24.50
1	451	6263		Recreation	17.49%	\$874.50
1	430	6263		Public Works	3.95%	\$197.50
1	454	6263		Parks	8.51%	\$425.50
1	413	6263		Administration	0.87%	\$43.50
1	431	6263		Engineering	5.53%	\$276.50
7	481	6263		Sewer	0.21%	\$10.50
6	471	6263		Water	13.30%	\$665.00
1	416	6263		Human Resources	2.32%	\$116.00
1	410	6263		Town Clerk	4.60%	\$230.00
1	415	6263		Finance	8.70%	\$435.00
1	420	6263		Economic Development	0.15%	\$7.50
19	486	6263		DDA	0.56%	\$28.00
TOTAL:						5,000.00
						100.0%

OK
DM



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

Finance Department	
Vendor #	6373
Obligation #	102755

PAYMENT REQUEST

INVOICE NUMBER: 0054 SEPT 2013	0054 SEPT 2013
VENDOR: Card Services	
DBA: N/A	
(IF OTHER THAN VENDOR)	
Address: PO BOX 875852	
Kansas City, MO 64187-5852	
Phone: 800-821-5184	DDA EXPENSE
Fax:	

INVOICE DATE	PROCESSED BY	SUPERVISOR APPROVAL	DEPT. HEAD APPROVAL
9/25/2013	P Garcia		<i>DM</i>

BUDGET LINE ITEM					
FUND	DEPT.	FUNCTION	PROJECT	DESCRIPTION	TOTAL
01	411	6214		CML Mayors Summit - Vazquez	85.00
19	486	6263		<i>DDA</i> USPS – annual post office box charge	60.00
01	410	5137		CGFOA/CMCA conference – Garcia	275.00
01	410	5137		CCCMA – Women in Govt – Garcia	12.00
01	413	5137		CCCMA – Women in Govt – Unger	12.00
01	410	5137		Beaver Run – CMCA conference – Garcia	115.00
01	410	5137		Beaver Run – CMCA conference – Lee	135.50
01	410	6217		SOS registration fee – Notary renewal – Morris	10.00
<i>01</i>	<i>413</i>	<i>6213</i>	<i>500</i>	Quiznos for RAC volunteers	143.82
TOTAL					\$ 848.32



PO Boxes Online Payment Receipt

Thank you for your payment.

Account Summary

Cardholder's name Patti Garcia
Box size Size 1
PO Box address PO Box 381
Post Office location WINDSOR CO 80550
 215 6TH ST
 WINDSOR CO 80550-9997

Transaction number 91000408126329
 Phone: (970) 686-2445

Payment Summary

Total \$60.00
Payment method VISA | Last 4 digits:0054 | Exp:0614
Next payment due 08/31/2014
Payment period 12 months
Billing address 301 WALNUT ST
 WINDSOR CO 80550

[Setup Automatic Payment >](#)

[Go to My Details and Options >](#)

LEGAL

[Privacy Policy >](#)
[Terms of Use >](#)
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301 Walnut Street
 Windsor, CO 80550
 Office 970-674-2400
 Fax 970-674-2456

Finance Department	
Vendor #	432
Obligation #	102889

PAYMENT REQUEST

INVOICE NUMBER: 007615	Notes:
VENDOR: Lil Flower Shop	
DBA:	
(IF OTHER THAN VENDOR)	
Address: 417 Main St., Windsor, Colorado 80550	
Phone: 686-2400	DDA EXPENSE
Fax:	

INVOICE DATE	PROCESSED BY	SUPERVISOR APPROVAL	DEPT. HEAD APPROVAL
10/5/2013	Judy Morris		<i>[Signature]</i>

BUDGET LINE ITEM					
FUND	DEPT.	FUNCTION	PROJECT	DESCRIPTION	TOTAL
19	486	6264		Flowers for Melendez Funeral	72.95
				TOTAL	\$72.95

DDA

Return to Stacey in Finance

Li'l Flower Shop
417 Main St.
Windsor, CO 80550
(970)686-2400
glipps3104@aol.com

Invoice

Invoice #: 007615
Invoice Date: 10/05/2013
Transaction Date: 09/09/2013
Customer ID: 2812
Reference #:

Bill To: Town Of Windsor
301 Walnut Street
Windsor, CO 80550

Order #	Del. Date	Recipient	Qty.	Description	Price	Discount	Ext. Price	
38455	09/10/2013	Kristie & Mario Melendez	1	Sympathy Arrangement	\$65.00	0.00%	\$65.00	
							Subtotal	\$65.00
							Delivery Fee	\$7.95
							Service Fee	\$0.00
							Tax	\$0.00
							Order Total	\$72.95
							Monies Tendered	\$0.00
							Original Invoice Total	\$72.95

Invoice Transactions

Invoice Balance Due \$72.95

DUE UPON RECEIPT



Volume 1, Issue 9 September, 2013

Windsor DDA Revenue

Windsor Downtown
Development
Authority

Windsor DDA Revenue			
Summary September 30, 2013	Collections	Budget	% of Budget
Property Tax Mill Levy	\$4,131	\$4,006	103.12%
Incremental Property Tax	\$15,525	\$16,603	93.51%
Interest	\$17	\$250	6.80%
Town of Windsor Funding	\$187,500	\$250,000	75.00%
Total	\$207,173	\$270,859	76.49%

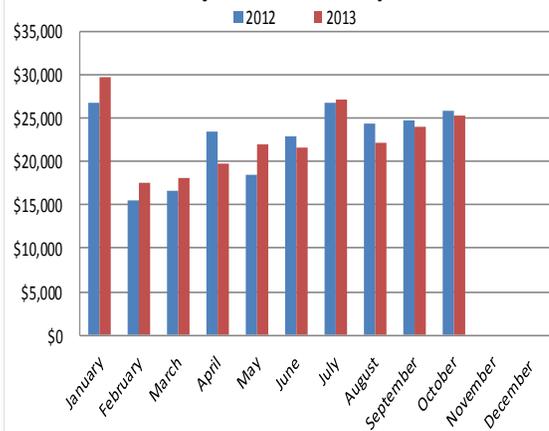
Special points of interest:

- Year to date sales tax collections through September 2013 totaled \$226,969. This was roughly \$1,700 above the 2012 collection of \$225,252.
- September 2013 sales tax collections were roughly \$500 below September 2012 collections.
- Revenue is where we expect it to be after September at 76.49%.

Windsor DDA Expenditures

Windsor DDA Expenditures			
Summary September 30, 2013	Expenditures	Budget	% of Budget
Operations			
Office Supplies	\$259	\$300	86.29%
Public Relations/Advertising	\$15,373	\$25,000	61.49%
Board Development	\$0	\$1,000	0.00%
Dues/Fees/Subscriptions	\$2,679	\$500	535.80%
Travel/Mileage	\$0	\$100	0.00%
Legal Services	\$3,301	\$10,000	33.01%
Contract Services	\$3,239	\$20,000	16.20%
Publishing/Recording	\$0	\$300	0.00%
Printing/Binding	\$0	\$500	0.00%
Study Review/Consultant	\$0	\$5,000	0.00%
Administrative Transfer	\$15,000	\$20,000	75.00%
Operations Total	\$39,851	\$82,700	48.19%
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	\$159,034	\$316,204	50.29%

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



WINDSOR DOWNTOWN DEVELOPMENT AUTHORITY

MEMORANDUM

Date: November 20, 2013
To: Downtown Development Authority Board of Directors
From: Patti Garcia, Town Clerk/Assistant to the Town Manager
Re: Colorado Special Districts Liability Pool – Resolution & Intergovernmental Agreement
Item #: G.

Background / Discussion:

The Downtown Development Authority (DDA) is currently included under the Town of Windsor's insurance policy with the Colorado Intergovernmental Risk Sharing Agency (CIRSA). Joshua Liley, DDA legal counsel, recommended the DDA be under a separate policy in order to create a separation between the two entities. Additionally, this will support the DDA's effort in becoming self-sufficient. Staff research found that the DDA is considered a special district and contacted Flood & Peterson in Fort Collins regarding insurance opportunities through the Colorado Special Districts Property and Liability Pool. The Fort Collins Downtown Development Authority has had a very positive experience with both Flood & Peterson and coverage by the Colorado Special Districts Property and Liability Pool.

The Colorado Special Districts Property and Liability Pool (CSD Pool) was formed in 1988 and currently has over 1,161 members that participate in the Property & Liability and Workers' Compensation programs. The CSD Pool is a member-owned public entity pool offering a broad range of coverage to Colorado special districts with \$34.4 million in assets and with \$15.5 million in liabilities. The Pool pays out more than \$10 million a year to members, claimants, vendors, and service providers.

The quote received by Colorado Special Districts Property and Liability Pool for the insurance policy is \$1,296.99 per year for General and Public Officials Liability coverage. This amount has been included in the 2014 DDA budget which the Town Board will be considering on November 25, 2013.

Attached is the Intergovernmental Agreement and correlating Resolution; upon adoption of the Resolution the DDA becomes a member of the Pool with coverage to be provided through the Pool beginning January 1, 2014.

Financial Impact:

\$1,296.99 – this amount is included in the 2014 DDA budget.

Recommendation:

Staff recommends approval of Resolution No. 2013-DDA04

Attachments:

Resolution No. 2013-DDA04 and Intergovernmental Agreement
Annual Quote

WHEREAS, the Board of Directors of Downtown Development Authority (hereafter referred to as "the District") has authority under Article XIV, Section 18(2)(a) of the Colorado Constitution, and Sections 24-10-115.5, 29-13-102, and 29-1-201, et seq., Colorado Revised Statutes, as amended, to participate in a self-insurance pool for property and liability and/or workers' compensation coverages:

WHEREAS, the Board of Directors has reviewed a contract to cooperate with other Colorado Special Districts by participating in a self-insurance pool for property and liability coverages entitled "Intergovernmental Agreement for the Colorado Special Districts Property and Liability Pool", a copy of which is attached hereto as Exhibit A and incorporated into this Resolution: and,

WHEREAS, the Board of Directors finds that participation in such a pool would be in the best interest of the District, its employees, and its taxpayers:

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the District hereby:

1. Approves the contract entitled Intergovernmental Agreement for the Colorado Special Districts Property and Liability Pool, a copy of which is attached hereto as Exhibit A and incorporated into this Resolution by this reference.
2. Authorizes and directs the Chairman of the Board of Directors and President of the District to execute Exhibit A on behalf of the District.
3. Directs the Secretary of the Board of Directors to transmit to the Colorado Special Districts Property and Liability Pool (hereafter referred to as "Pool"), McGriff, Seibels & Williams, PO Box 1539, Portland, OR 97207-1539, an executed and attested copy of this Resolution and one original of Exhibit A.
4. Designates Patti Garcia as District's initial Representative to the Pool and designates Kelly Arnold as the District's Alternative Representative.

5. Representative Mailing Address:

301 Walnut Street, Windsor, CO 80550

Alternate Representative Mailing Address:

301 Walnut Street, Windsor, CO 80550

6. Understands that, with the adoption of this Resolution, the District becomes a member of the Pool, with coverage to be provided by or through the Pool on such date as determined by the District and Pool. The District hereby requests, unless other dates are later designated by the District, that coverage should begin on the following dates for the following type of coverage:

<u>Date</u>	<u>Coverage</u>
<u>01/01/14</u>	Workers' Compensation
<u>01/01/14</u>	Property
<u>01/01/14</u>	General Liability
<u>01/01/14</u>	Automobile
<u>01/01/14</u>	Public Officials Liability
<u>01/01/14</u>	Inland Marine
<u>01/01/14</u>	Equipment Breakdown / Boiler & Machinery
<u>01/01/14</u>	Comprehensive Crime

Director _____ moved the adoption of the above Resolution.

Director _____ seconded the adoption of the above Resolution.

This Resolution was adopted by a majority vote of the Board of Directors of the District on the _____ day of _____, 20 _____

Chairman of the Board and
President of the District

ATTEST:

Secretary of the Board

**INTERGOVERNMENTAL AGREEMENT FOR THE
COLORADO SPECIAL DISTRICTS
PROPERTY AND LIABILITY POOL**

As Amended
SEPTEMBER 14, 2011

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**INTERGOVERNMENTAL AGREEMENT FOR THE
COLORADO SPECIAL DISTRICTS PROPERTY AND LIABILITY POOL**

ARTICLE 1. Definitions

As used in this Pool Agreement, the following terms shall have the meaning hereinafter set out:

- 1.1 BOARD: Board of Directors of the Pool.
- 1.2 CLAIM YEAR: Any twelve consecutive month period established by the Board. The "initial" claim year is the first claim year established for the Pool.
- 1.3 DIRECTOR: A person serving on the Board.
- 1.4 MEMBER: A Special District which enters into this Pool Agreement. An "initial" member of the Pool is a member which obtains coverage through the Pool during the initial claim year.
- 1.5 MEMBER REPRESENTATIVE: That person who has been designated in writing by a Member as its representative to the Pool.
- 1.6 POOL: The Colorado Special Districts Property and Liability Pool established pursuant to the Constitution and the statutes of this state by this Pool Agreement.
- 1.7 POOL AGREEMENT: This Intergovernmental Agreement for the Colorado Special Districts Property and Liability Pool.
- 1.8 SPECIAL DISTRICT: A political subdivision of the State of Colorado that is a unit of local government pursuant to Article 13, Title 29, C.R.S., as amended, that is a public entity pursuant to 24-10-103(5), C.R.S., as amended, and that is eligible for membership in the Special District Association of Colorado according to the Association's bylaws as amended and in effect from time to time. "Special District" also includes any separate entity created by intergovernmental agreement authorized by Part 2, Article 1, Title 29, C.R.S., as amended, if at least one of the contracting entities is a special district and if all of the contracting entities are units of a local government pursuant to Article 13, Title 29, C.R.S., as amended, and are public entities pursuant to 24-10-103(5), C.R.S., as amended.
- 1.9 SDA BOARD: The Board of Directors of the Special District Association of Colorado.

ARTICLE 2. Creation of Pool

- 2.1 The Colorado Special Districts Property and Liability Pool is hereby formed by this Pool Agreement by Member Special Districts as a separate and independent governmental and legal entity pursuant to the provisions of Article XIV, Section 18(2) of the Colorado Constitution and

Constitution and Sections 29-1-201 et. seq., 8-44-101(1)(C) and (3), 8-44-204, 24-10-115.5, and 29-13-102, C.R.S., as amended.

- 2.2 Each Special District entering into this Pool Agreement has the power under Colorado law to make provision for the property and liability coverages, workers' compensation benefits, and risk management, claims handling, and other functions and services which constitute the specific functions and services jointly provided by means of the Pool.

ARTICLE 3. Purposes

- 3.1 The purposes of the Pool are to provide defined property, liability, workers' compensation and associated coverages, and claims and risk management services related thereto, for Member Special Districts through a self-insurance pool.
- 3.2 It is the intent of the Members to use Member contributions to defend and indemnify, in accordance with this Pool Agreement, any Member against stated liability or loss to the extent of the coverage provided by or through the Pool.
- 3.3 All income and assets of the Pool shall be at all times dedicated to the exclusive benefit of its Members.

ARTICLE 4. Non-Waiver of Governmental or Other Immunity

- 4.1 All Pool money, plus earned interest, is money derived from its Members which consist solely of Special Districts within the State of Colorado. It is the intent of the Members that, by entering into this Pool Agreement, they do not waive and are not waiving any immunity provided by any law to the Members or their public employees, as defined in 24-10-103(4), C.R.S., as amended.

ARTICLE 5. Participation

- 5.1 The Board shall have the authority to limit the Members of the Pool to those Colorado Special Districts which are members of the Special District Association of Colorado and which properly enter into and adopt this Pool Agreement.
- 5.2 New Members, including special districts which have previously withdrawn or been expelled from the Pool, shall be admitted only upon approval by the Board, subject to the payment of such sums and under such conditions as the Board in each case or from time-to-time establishes.

- 5.3 A Member may participate in the Pool for either or both of the following purposes:
1. The property and liability coverages authorized by sections 24-10-115.5 and 29-13-102, C.R.S., as amended, and risk management, claims handling and other functions and services related to such coverages;
 2. The workers' compensation coverages authorized by sections 8-44-101(1)(C) and (3) and 8-44-204, C.R.S., as amended, and risk management, claims handling, and other functions and services related to such coverages.
- 5.4 A Member who is participating in the Pool for one of the purposes set forth in Paragraph 5.3 of this Article may be authorized to participate in the Pool for the other of those purposes upon further compliance, as necessary, with Paragraph 5.1 of this Article and approval of the Board, subject to the payment of such sums and under such conditions as the Board in each case or from time-to-time establishes.

ARTICLE 6. Board of Directors and Officers

- 6.1 The Pool Board of Directors shall be composed of nine persons to be appointed by the SDA Board. Directors shall be appointed from among the Member Representatives, each from a different Member. At least one (1) Pool Director shall be appointed by the SDA Board from among the SDA directors. Pool Directors who are not SDA directors shall be appointed by the SDA Board from nominations received from Members. In no event may more than three Pool Directors be appointed from any one of the following types of special districts: Ambulance, Fire, Metropolitan, Park and Recreation, Sanitation, Water, Water and Sanitation, Hospital, or Library Districts. Nominations from the Members shall be submitted to the SDA Board at such time as the SDA Board may provide, and any nomination must be approved by the Board of Directors of the Member submitting the nomination.
- 6.2 The Executive Director of the SDA shall serve as an ex-officio, non-voting Director on the Board.
- 6.3 Terms of the Directors shall be two-year, overlapping terms or until their successors have been appointed, except as provided herein. The term of office shall begin on a January 1, and end at midnight on a December 31, except that the Directors appointed to the first Board following the formation of the Pool shall begin their term prior to a January 1 if the SDA Board so directs. Directors may serve successive terms. The SDA Board shall appoint to the first Board following formation of the Pool, three Directors to serve one-year terms and four Directors to serve two year terms, with the successors of each appointed for two-year terms. Of the two additional persons to be appointed to the Board upon expansion of the Board from seven to nine persons, one shall be appointed to serve a one-year term and one shall be appointed to serve a two-year term, with the successors of each appointed for two-year terms; the terms of office of the two additional persons initially appointed may begin prior to a January 1 if the SDA Board so directs.

- 6.4 The officers of the Pool shall be: president, one or more vice presidents, secretary, one or more assistant secretaries, and comptroller. The officers shall be elected annually by and from among the Directors at the first meeting of the Board following each December 31.
- 6.5 A vacancy shall occur on the Board when a Director:
1. Submits a written resignation to the Board.
 2. Dies.
 3. Ceases to be a Member Representative.
 4. Fails to attend three consecutive regular meetings of the Board without the Board having entered upon its minutes an approval for an additional absence or absences, except that such additional absence or absences shall be excused for temporary mental or physical disability or illness.
 5. Is convicted of a felony.
- 6.6 Any vacancy on the Board shall be filled by appointment by the SDA Board for the unexpired portion of the term.

ARTICLE 7. Meetings of the Board of Directors

- 7.1 The Board may set a time and place for regular meetings which may be held without further notice. The Members shall be notified of the time and place set for regular meetings.
- 7.2 Special meetings may be called by the President or by a majority of the Directors by mailing written notice at least ten (10) days in advance to all Directors or by unanimously executed waiver of notice.
- 7.3 Five Directors shall constitute a quorum to do business. All acts of the Board shall require approval of a majority of the Directors present, except as otherwise specifically provided in this Pool Agreement.
- 7.4 One or more or all Directors may participate in any meeting of the Board by means of a conference telephone or similar communications equipment by which all persons participating in the meeting can hear each other at the same time. Participation by such means shall constitute presence at the meeting.
- 7.5 Any action of the Board may be taken without a meeting if a consent in writing setting forth the action so taken is signed by all Directors appointed to the Board. Such consent shall have the same effect as a unanimous vote. The consent may be executed in counterparts.

ARTICLE 8. Powers and Duties of the Board of Directors

- 8.1 The business and affairs of the Pool shall be managed by the Board which shall exercise all the authority and powers and discharge all the duties of the Pool, except as is otherwise provided in this Pool Agreement.
- 8.2 In addition to all other powers of the Board set out in this Pool Agreement, the Board shall have the power to:
1. Exercise all powers necessary to carry out the purposes of the Pool.
 2. Retain agents, independent contractors and employees necessary to administer and achieve the purposes of the Pool, including, but not limited to, attorneys, accountants, investigators, experts, consultants, and others.
 3. Purchase, sell, encumber, and lease real property, and purchase, sell, encumber or lease equipment, machinery, and personal property.
 4. Invest money as allowed for the Pool by Colorado statutes or by lawful regulations adopted pursuant to Colorado statutes, as from time-to-time amended.
 5. Purchase excess insurance, stop-loss insurance, and reinsurance as the Board deems prudent.
 6. Adopt and adjust the coverages provided through the Pool.
 7. Adopt and adjust contributions to the Pool.
 8. Enter into contracts including, but not limited to, contracts for risk management, claim adjustment, and brokerage services.
 9. Reimburse Directors for reasonable and approved expenses, including expenses incurred in attending Board meetings, and pay compensation to each Director for his or her services in a sum not to exceed the maximum sum which may by statute be paid as compensation for services of directors on Colorado special district boards of directors.
 10. Purchase fidelity bonds from an insurance company approved by the Insurance Commissioner of the State of Colorado to do business in Colorado.
 11. Establish reasonable and necessary loss reduction, prevention and risk management policies and procedures to be followed by the Members.
 12. Appoint committees from time to time as the Board considers desirable.

13. Provide for claims and loss control procedures, and establish conditions to be met prior to the payment or defense of claims.
 14. Establish rules governing its own conduct and procedure, and the authority of its officers, not inconsistent with this Pool Agreement.
 15. Approve attorneys or firms of attorneys to represent Members in claims covered through the Pool.
 16. Delegate in writing fiduciary responsibilities or ministerial powers and duties to individual Directors or committees of the Board or to such agents, employees, and independent contractors as the Board considers desirable.
- 8.3 In addition to all other duties of the Board set out in this Pool Agreement, the Board shall have the duty to:
1. Have an audit of the financial affairs of the Pool be made annually by a certified public accountant in accordance with applicable laws and regulations, and provide a copy thereof to each Member.
 2. Select a qualified actuary to conduct periodic reviews of the Pool's funds and any reviews required by the Insurance Commissioner of Colorado, and make recommendations to the Board based on such reviews.
 3. Designate one or more persons or entities to administer the Pool.
 4. Adopt a budget annually and report the budget to the Members.
 5. Three persons shall be appointed annually to an expulsion committee to serve until January 1 of the year following the appointment. One person, to be appointed by the Board, shall be a director on the board, one person, to be appointed by the Board, shall be a representative of the person(s) or entity(ies) providing general administrative services to the Pool, and one person, to be appointed by the SDA Board, shall be a member of the SDA Board.

ARTICLE 9. Members' Powers and Meetings

- 9.1 The Members shall have the power to:
- a. Amend the Pool Agreement by a two thirds (2/3) vote of the Members present at a meeting. Written notice of any proposed amendment shall be provided to each Member at least forty-five (45) days in advance of any vote on the amendment.
 - b. Dissolve the Pool and disburse its assets by a two thirds (2/3) vote of the Members present at a meeting, pursuant to such notice and in keeping with such procedure as shall be

shall be established by the Board. Notice of the dissolution and plan for disbursement of assets and payment of the remaining obligations of the Pool shall be mailed to the Insurance Commissioner of Colorado at least ninety (90) days prior to the effective date of the dissolution. The plan for disbursement of assets and payment of the remaining obligations of the Pool shall not take effect until approved by the Insurance Commissioner of Colorado. Upon dissolution of the Pool, the assets of the Pool not used or needed for the purposes of the Pool, as determined by the Board and subject to approval by the Insurance Commissioner of Colorado, shall be distributed exclusively to Special Districts which are members of the Pool prior to dissolution to be used for one or more public purposes.

9.2 Meetings of the Members shall be held as follows:

- a. Members shall meet at least once annually at a time and place to be set by the Board, with notice mailed to each Member at least thirty (30) days in advance.
- b. Special meetings may be called by the Board upon its own motion and shall be called by the Board upon written request of thirty (30) percent of the Members, with notice mailed to each Member at least thirty (30) days in advance.
- c. The president of the Pool shall preside at the meetings; a vice president of the Pool shall preside in the absence of the president.
- d. Twenty (20) percent of the Members shall constitute a quorum to do business.
- e. Proxy voting shall be allowed, pursuant to such procedures as the Board may determine.
- f. Each Member shall be entitled to one vote on each issue, to be cast by its Member Representative.
- g. Notwithstanding any other provision of the Pool Agreement, any amendment to the Pool Agreement, except an amendment relating to dissolution of the Pool, may be adopted without a meeting if an approval in writing, setting forth the amendment approved, is signed by the Member Representatives of at least two thirds (2/3) of the Members. The approval may be executed in counterparts.

ARTICLE 10. Obligations of Members

10.1 Each Member shall have the obligation to:

- a. Pay all contributions or other payments to the Pool at such times and in such amounts as shall be established by the Board. Any delinquent payments shall be paid with interest pursuant to a policy established by the Board and uniformly applied.

- b. Designate in writing, a Member Representative and one or more alternates for the Members' meetings. The Representative and any alternate shall be an elected official, employee, or other designee of the Member, and may be changed from time-to-time. Any alternate may exercise all the powers of the Representative during a Member meeting in the absence of the Member Representative.
- c. Allow the Pool and its agents, contractors, employees and officers reasonable access to all facilities and records of the Member as required for the administration of the Pool.
- d. Cooperate fully with the Pool and all agents, contractors, employees and officers thereof in matters relating to the Pool.
- e. Provide information requested by the Pool, and all agents, contractors, employees, and officers thereof, as reasonably required for the administration of the Pool.
- f. Allow the Pool to make decisions regarding, and to designate attorneys to represent the Member in, the investigation, settlement and litigation of any claim within the scope of coverage furnished through the Pool.
- g. Comply with the claims, loss reduction, prevention and risk management policies and procedures established by the Board.
- h. Promptly report to the Pool all incidents or occurrences which could reasonably be expected to result in the Pool being required to consider a claim, in any form required by the Board and in compliance with any applicable excess insurance or reinsurance.
- i. Promptly report to the Pool the addition of new programs and facilities or the significant reduction or expansion of existing programs and facilities or other acts, as directed by the Board and in compliance with any applicable excess insurance or reinsurance.

ARTICLE 11. Contributions

- 11.1 The Board shall establish Member contributions pursuant to guidelines established by the Board from time-to-time. The contributions may include an annual contribution and any additional contributions at such times and in such amounts as the Board deems necessary to insure the solvency and avoid impairment of the Pool or which the Board otherwise deems beneficial to protect the financial condition of the Pool. The Board may provide for disbursement of non-surplus credit balances which are, pursuant to guidelines adopted by the Board from time to time, due a member, and such disbursements shall not be subject to the provisions of paragraphs 11.2 or 15.1.
- 11.2 Any excess funds which the Board determines are not needed for the purposes of the Pool, may be

may be distributed among the Members and former Members, subject to Paragraph 15.1, pursuant to the following:

1. Any such distribution may be in the form of credits against future contributions or in the form of payments, or a combination thereof, as the Board may determine.
2. Money distributed for any claim year shall be distributed only to those Members and former Members which were Members during that claim year and shall be distributed in order of claim year contribution, with Members and former Members of the initial claim year to receive the initial credits.
3. The amount which may be distributed for any claim year shall be established by the Board which shall have discretion as to the amount and timing of any distribution. That amount may not exceed the net sum of (i) the net income of the Pool for that claim year less (ii) the portion of the Pool's net income which equals the amount of the excess loss reserve of the claim year prior to the claim year (which is subject to the distribution) which was taken into income in that claim year plus (iii) the excess loss reserve for the claim year which is subject to the distribution.
4. For the purpose of this paragraph 11.2, the term "excess loss reserves" means the amount by which the amounts credited to loss reserves and charged to operating expenses in any claim year exceed the actual losses (including loss adjustment expenses) for that claim year.
5. The amount established by the Board for a claim year pursuant to paragraph c., above, shall be distributed among each Member and former Member which was a Member during that claim year based on the ratio which each Member's and former Member's contribution (excluding any surplus contribution) for the claim year bears to the total contributions (excluding surplus contributions) for the claim year and less the contributions of former Members which are not eligible for a distribution pursuant to Paragraph 15.1.
6. Excess surplus funds contributed by Members and former Members may be distributed only among such contributing Members or former Members, subject to the five year membership requirement of Paragraph 15.1. The Board has discretion to determine, from time to time, the amount and timing of any distribution of such funds. The amount established by the Board shall be distributed among each Member and eligible former Member based on the ratio which each Member's and former Member's surplus contribution bears to the total amount of surplus funds contributed to the Pool by Members and former Members.
7. No distribution of excess funds, including excess surplus funds contributed by Members, shall be made to any Member or former Member which owes any amount to the Pool until the amount so owed is paid, and any amount so owed may be deducted from the distribution to the Member or former Member.

8. No distribution of excess funds, including excess surplus funds contributed by Members, shall cause the Pool to become impaired or insolvent.
- 11.3 The total amount of surplus shall be determined by the Board from time-to-time, but in no event shall be less than that required by the Insurance Commissioner of Colorado, and the Board may require all Members to make additional contributions to surplus as the Board deem necessary, or the Insurance Commissioner of Colorado may require.
- 11.4 The Pool shall account separately for contributions made for the property and liability coverages authorized by sections 24-10-115.5 and 29-13-102, C.R.S., as amended, and for contributions made for the workers' compensation coverage authorized by sections 8-44-101(1)(C) and (3) and 8-44-204, C.R.S., as amended.
- 11.5 Notwithstanding any provision of this Agreement to the contrary, the Pool Board may establish from any contributions or other assets of the Pool the initial minimum surplus for workers' compensation coverage required by the Insurance Commissioner of Colorado; provided that contributions or other assets derived from coverages other than workers' compensation shall not be used to establish such minimum surplus unless and until the Board first determines that workers' compensation contributions are or will be insufficient to fund such surplus in the amounts and within the time required by the Insurance Commissioner of Colorado; and provided further, that such minimum surplus shall be established from contributions for workers' compensation coverage as soon as the Board determines practicable consistent with ensuring the solvency and avoiding the impairment of the Pool. The Board may issue subordinated debt to establish such minimum surplus consistent with applicable requirements of the Insurance Commissioner of Colorado.
- 11.6 The Pool shall repay the Special District Association of Colorado for its ongoing services to the Pool, provided subsequent to the creation of the Pool, within such time and in such amount as the SDA Board and Pool Board may agree.

ARTICLE 12. Liability of Directors, Officers and Employees

- 12.1 No Director, officer, committee member, or employee of the Pool shall be personally liable for any acts performed or omitted in good faith. The Pool shall indemnify each Director, officer, committee member, and employee of the Pool against any and all expense including attorney fees and liability expenses sustained by them, or any of them in connection with any suit or suits which may be brought against them involving or pertaining to any of their acts or duties performed for this Pool or omitted in good faith. This provision shall not be deemed to prevent compromises of any such litigation where the compromise is deemed advisable in order to prevent greater expense or cost in the defense or prosecution of such litigation.
- 12.2 The Pool shall obtain a fidelity bond or other bond to guarantee the faithful performance of each Director's, officer's and employee's duties hereunder, and shall make reasonable effort to obtain errors and omissions coverage for each Director, officer, committee member, and employee of the

employee of the Pool. The Pool shall obtain bonds for all Directors, officers, committee members, and employees who handle or have access to Pool funds, in an amount which the Board deems appropriate but no less than the minimum amount deemed necessary by the Insurance Commissioner of Colorado.

ARTICLE 13. Withdrawal of Members

- 13.1 Any Member may withdraw from the Pool by giving written notice to the Board of its intent to withdraw at least sixty (60) days prior to the Member's coverage renewal date. A Member which has different renewal dates for different coverages must give such written notice at least sixty (60) days prior to the first renewal date following any January 1. Unless a different date is agreed to by the Board and the Member, the withdrawal shall be effective on the Member's coverage renewal date but, if the Member has different renewal dates for different coverages, the withdrawal shall be effective the latest renewal date following the written notice of withdrawal. After the notice of withdrawal is given, no coverage will be renewed but all coverages will remain in effect only until their respective expiration dates.
- 13.2 Except as otherwise provided in this paragraph, any Member which dissolves or which is consolidated with another Special District shall be considered a withdrawn Member with the same rights and obligations under this agreement as any other withdrawn Member, such withdrawal to be effective on the date of dissolution or consolidation, as the case may be. Notwithstanding paragraph 15.1 and under the following circumstances only, a Special District shall receive the credits against its future contributions to the Pool otherwise allocable to a dissolved or consolidated Member pursuant to paragraph 11.2:
1. If the Special District was formed by a consolidation which included such a Member, the Special District assumed all rights of that Member under this agreement, and the Special District is a Member no later than one year after the effective date of the consolidation; or,
 2. If the Special District assumed all rights of a dissolved Member under this agreement, and the Special District is a Member no later than one year after the effective date of the dissolution.

A Special District entitled to receive such credits of a dissolved or consolidated Member shall not be obligated for any liabilities to the Pool of the dissolved or consolidated Member in excess of the amount of such credits.

ARTICLE 14. Expulsion of Members

- 14.1 A Member which fails to make a contribution or other payment due to the Pool shall be automatically expelled from the Pool on the sixtieth (60) day following the due date, unless time for payment is extended by the Board and payment is made within any extended period. A notice of failure to make a contribution or other payment due to the Pool shall be mailed to the Member at least thirty (30) days prior to the date of automatic expulsion. If payment is not made within

not made within any extended period, the automatic expulsion shall occur on a date, no later than twenty (20) days after the last day of the extended period, set by the Board. An expulsion under this paragraph 14.1 shall not be subject to the provisions of paragraph 14.2.

- 14.2 A Member may be expelled by the Board for failure to carry out any other obligation of the Member, or for failure to maintain its membership in the Special District Association of Colorado if such membership was required by the Board at the time the Member was admitted to the Pool, subject to the following:
1. The Member shall receive notice from the Board of the alleged failure and not less than thirty (30) days in which to cure the alleged failure, along with notice that expulsion may result if the failure is not so cured.
 2. The Member shall receive at least thirty (30) days prior notice from the Board, of the date, place and time when the Board will consider expelling the Member from the Pool, and the Member shall be entitled to be present at that meeting and to present evidence and reasons why it should not be expelled. The decision of the Board shall be effective as of the date and upon the terms and conditions set forth in the Pool Agreement and applicable excess or reinsurance policies and otherwise specified by the Board, except as provided in paragraph c.
 3. The Member may appeal the Board's decision to the expulsion committee, which shall schedule a hearing thereon. The Member and the Board shall be provided at least ten (10) days prior written notice of the date, time and place of the hearing. The appealing Member shall be entitled to be present at that hearing and to present evidence and reasons why it should not be expelled and the Board may present evidence and reasons why expulsion is proper. The decision of the expulsion committee shall be final and any expulsion effective as of the date and upon the terms and conditions set forth in the Pool Agreement and applicable excess or reinsurance policies, and otherwise specified by the Board.

ARTICLE 15. Effect of Withdrawal or Expulsion

- 15.1 No withdrawn or expelled Member shall be entitled to any reimbursement of contributions or distribution or excess funds, including excess surplus funds contributed by Members, unless the Member was a Member for at least five consecutive years.
- 15.2 A withdrawn or expelled Member shall remain obligated for all amounts owing at the time of withdrawal or expulsion for the years during which the member was an active member of the Pool and for all amounts which thereafter become owing for such years pursuant to the Pool Agreement and any other Pool documents which are in effect at the time of withdrawal.
- 15.3 A withdrawn or expelled Member shall be considered a Member of the Pool for the purpose of payment of the Member's claims and expenses related thereto which remain covered under the terms of coverage existing at the time of withdrawal. A withdrawn or expelled Member shall

shall remain subject to all conditions of coverage and obligations of a Member which are in effect at the time of withdrawal. A withdrawn or expelled Member shall have no right to vote on any matter pending before the Pool membership.

- 15.4 No withdrawn or expelled Member may be adversely affected by any change in the Pool Agreement or other Pool documents adopted subsequent to the effective date of the Member's withdrawal or expulsion.
- 15.5 Unless disapproved by an affected excess carrier or reinsurer, the Pool shall offer a withdrawing or expelled Member, no later than forty-five (45) days after the expulsion or Board's receipt of the written notice of withdrawal, at least twenty-four (24) months extended reporting period on any claims-made coverage provided through the Pool, at a cost reasonably calculated by the Board and subject to any contracts existing at the time of withdrawal or expulsion.

ARTICLE 16. Miscellaneous

- 16.1 This document constitutes an intergovernmental agreement among those Special Districts which become Members of the Pool. The terms of this agreement may be enforced in court by the Pool or by any of its Members. The consideration for the duties herewith imposed on the Members to take certain actions and to refrain from certain other actions shall be based upon the mutual promises and agreements of the Members set forth herein.
- 16.2 A certified or attested copy of the resolution of approval for each Member shall be attached to the Member's Pool Agreement on file with the Pool.
- 16.3 Except to the extent of the limited financial contributions to the Pool agreed to herein or such additional obligations as may come about through amendments to this Pool Agreement, the contracting parties intend in the creation of the Pool to establish an organization to operate only within the scope herein set out and have not otherwise created as between Member and Member any relationship of surety, indemnification or responsibility for the debts of or claims against any other Member.
- 16.4 The provisions of this Pool Agreement and of the other documents referred to herein, and the assets of the Pool, are for the benefit of the Members of the Pool only, and no other persons or entities shall have any rights or interest in this Pool Agreement or in any of the other documents referred to herein, or in any such assets, as a third party beneficiary or otherwise. The assets of the Pool shall not be subject to attachment, garnishment, or any equitable proceeding.
- 16.5 It is the intention of the Members that the Pool and any income of the Pool not be subject to taxation, and the Members shall cooperate in such respects, including amending this Pool Agreement, as reasonably necessary to establish and maintain the non-taxable status of the Pool.

- 16.6 The Insurance Commissioner of Colorado shall have such authority with respect to the formation and operation of the Pool as is provided by applicable Colorado law.
- 16.7 Except as permitted in this Pool Agreement, and amendments hereto, neither the Board nor any other person or entity is authorized to incur liabilities or obligations or enter into contracts on behalf of the Members.
- 16.8 "Insolvency" as applied to the Pool shall have the meaning as defined in Section 10-3-212, C.R.S., as amended, or as the Insurance Commissioner of Colorado may otherwise provide.
- 16.9 The statutory reporting period for the Pool shall be the calendar year or such other period as the Insurance Commissioner of Colorado may provide.
- 16.10 If any provision of this Pool Agreement is held invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the other provisions, and this Pool Agreement is expressly declared to be severable.
- 16.11 If the Board or its authorized representative and a Member disagree on whether a loss is covered through the Pool or on the amount of a covered loss, the Board or its authorized representative or the Member may request that the disagreement be submitted to binding arbitration as follows:
 - 1. Unless otherwise agreed by the Board or its authorized representative and the Member, three persons shall be selected for the arbitration panel, one by the Board or its authorized representative, one by the Member, and one by the two so selected to act as umpire to decide the items upon which the other two disagree. If the two so selected fail for fifteen days to agree upon the umpire, the umpire shall be selected by a judge of a court of record agreed to by the Board or its authorized representative and the Member.
 - 2. The decision of the panel shall be binding on the Board or its authorized representative and the Member.
 - 3. The Pool shall pay the fees and expenses of the panelist selected by the Board or its authorized representative, the Member shall pay the fees and expenses of the panelist selected by it, and the fees and expenses of the umpire shall be shared equally by the Pool and the Member.

Dated: _____

Special District: _____

By: _____

Title: Chairman, Board of Directors and President

Date: _____

Attest:

By: _____
Title: Secretary



PROPOSAL SUMMARY

Date: 08-Oct-13

Entity: Windsor Downtown Development Authority
201 Walnut Street
Windsor, CO 80550

Broker: Flood & Peterson Insurance, Inc. -FC
POB 578
Greeley, CO 80632

Proposal #:	Entity ID:	Effective Date:	Expiration Date:	Proposal Date:
26C70013-3735	70013	01-Jan-13	01-Jan-14	08-Oct-13

Coverage:	Contribution:
General Liability and Pollution Extension	\$500.00
Public Officials Liability	\$468.00
Auto Liability	\$0.00
Non-Owned / Hired Auto Liability	\$132.00
Auto Physical Damage	\$0.00
Hired Auto Physical Damage	\$65.00
Excess Liability	\$0.00
Property	\$0.00
Earthquake	\$0.00
Flood	\$0.00
Equipment Breakdown / Boiler and Machinery	\$0.00
Comprehensive Crime and ID Recovery Extension	\$131.99
Above Ground Storage Tanks	\$0.00
Total Estimated Contribution	\$1,296.99

An 8% credit has been applied to districts where their Workers' Compensation is also placed with the CSD Pool. Otherwise, an 8% credit is available when districts participate in both the Property/Liability and Workers' Compensation programs. Not applicable to minimum contributions.

Colorado Special Districts Property and Liability Pool

c/o McGriff, Seibels & Williams, Inc.

POB 1539

Portland, OR 97207-1539

Phone:1-800-318-8870 / Fax: 503-943-6622



WINDSOR DOWNTOWN DEVELOPMENT AUTHORITY

MEMORANDUM

Date: November 20, 2013
To: Downtown Development Authority Board of Directors
From: Patti Garcia, Town Clerk/Assistant to the Town Manager
Re: Internship Opportunity
Item #: H.1.ii.

Background / Discussion:

Kelly Unger, Management Assistant, has been looking at opportunities for an intern to work with the DDA beginning in the spring, 2014. She attended the Monfort College of Business Employer's meeting and learned about their internship program – it requires all graduates to participate a minimum of 50 hours, typically working 10 hours per week. It was recommended that in order to get a good candidate it be a paid position with a pay scale of \$10-\$15 per hour. Ms. Unger has talked to the Town of Windsor Human Resources and the Finance departments and found that an intern can be hired for the DDA through the Town of Windsor. If the DDA is paying an intern \$10 per hour it will actually cost about \$15 per hour once taxes are included. The investment by the DDA for an intern for 50 hours is minimally \$750. The DDA has budgeted \$20,000 for administration in 2014 and an intern could be paid from that line item. Ms. Unger has created the attached document that could be used for recruitment purposes.

The intern would work on the DDA email list, newsletter and promotional materials as well as other items "to be determined". The recruitment season is currently in full swing and students are looking for the opportunity to learn and be part of a good organization.

Financial Impact:

The financial impact of hiring an intern for 50 hours is approximately \$750.

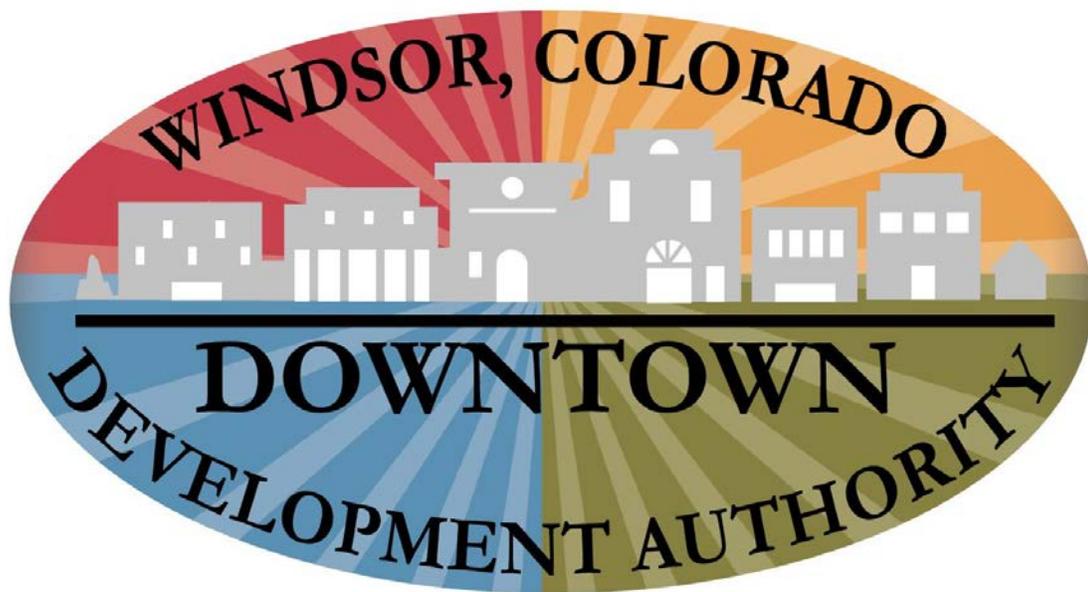
Recommendation:

No recommendation; staff is requesting direction from the DDA board.

Attachments:

Business/Marketing Internship document

Spring 2014



Business/Marketing Internship

THE BUSINESS/MARKETING INTERNSHIP

THE INTERNSHIP

The Windsor Downtown Development Authority (DDA) has a great opportunity for a committed, team-oriented, and highly motivated student to join the organization as a Business/Marketing Intern. The duties and responsibilities of the Business/Marketing Intern are designed to further the incumbent for a successful career. This is a part-time, paid position.

POSITION SUMMARY

The Town of Windsor's DDA is hiring a part-time Business/Marketing Intern to assist with various projects related to the downtown area. The DDA works with local merchants, the Chamber of Commerce, the Town of Windsor, and other various parties for the improvement of the DDA area through infrastructure improvements, marketing, events, new business recruitment and business retention.



Essential Duties/Responsibilities:

- Establish and maintain an address list of all property owners and lessees of DDA property; this will include postal service addresses and email addresses.
- Assist in the creation and distribution of a monthly DDA E-newsletter.
- Help promote and track activities for events in the DDA.
- Attend DDA regular and committee meetings and assist as needed.
- Other projects as assigned.

REQUIREMENTS

Students who are actively enrolled or recent graduates, in a field related to business, marketing, public administration, urban planning, political science, or other related programs. Possess strong written and oral communications skills and ability to interact easily with the public. Proficient in Microsoft Word, PowerPoint, and Outlook. Experience using social media platforms. Ability to work independently and efficiently and take initiative.

THE DOWNTOWN DEVELOPMENT AUTHORITY

MISSION

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.



BACKGROUND

The Windsor Downtown Development Authority was formed in January 2011 by a vote of the downtown business and property owners, and officially approved and adopted as a DDA organization by the Town of Windsor Board on February 28, 2011. Comprised of a seven member board of directors plus a representative from the Town of Windsor Board, the DDA is dedicated to revitalizing downtown Windsor while preserving the history and heritage of this thriving community. The board meets monthly on the third Wednesday of every month at 7:30 am at the Windsor Town Hall.

A comprehensive Downtown Development Work Plan has been developed for 2012 that includes beautification of the downtown corridor, a parking study, promotion of the DDA to potential new retail businesses, and collaboration with community events and other promotions to increase awareness of the community as a whole and further promote a spirit of good will, partnership and cooperation. Additionally, the Work Plan includes assisting new and established businesses to grow and expand through an opportunity to network with a diverse and progressive group of business professionals.

Three volunteer subcommittees have been formed to start work on the beautification plan for downtown, to develop a parking plan, and to create a marketing strategy. Volunteers will be crucial to the success of the DDA and new committees will continue to form and expand.

HOW TO APPLY

For consideration, you must submit ALL of the application materials listed below by **Friday, January 10th, 2014.**

1. Cover Letter
2. Resume
3. Three Professional References

Please submit applications materials in one .doc/docx or .pdf file if possible to

Kelly Unger

kunger@windsorgov.com

ADDITIONAL INFORMATION

Windsor Downtown Development Authority: <http://www.windsordda.com>

Town of Windsor: www.windsorgov.com