



WINDSOR DOWNTOWN DEVELOPMENT AUTHORITY

P.O. BOX 381, Windsor, CO 80550

www.windsordda.com

BOARD OF DIRECTORS MEETING

February 19, 2014 – 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 January 15, 2014 Board of Directors Meeting – M. Walter
- F. Report of Bills & Financial Report – P. Garcia
- G. Farmers Market Update – C. Knight, T. Chavez
- H. Tri-City Auto – Administrative Site Plan approval process – P. Garcia/B. Walker
Verbal update
- I. Downtown Development Authority 2014 Work Plan – P. Garcia
- J. Façade Improvement Program – B. Walker
- K. Report from Sub-Committees
 - 1. Marketing Committee
 - Update on internship – K. Unger
 - Date for Salsa on 5th Street - K. Melendez
 - Update on “new & improved” website – K. Melendez
 - 2. Beautification Committee
 - Planters for corners of 4th & Main Street
 - 3. Parking Committee
 - Use of DDA-owned lot for Town-sponsored events – P. Garcia
- L. Communications
 - 1. Update on the Town of Windsor/Downtown Development Authority Intergovernmental Agreement; Town Employees Authorized to provide support to the Downtown Development Authority – P. Garcia
 - 2. Status of Historic Mill Feasibility Contract – P. Garcia
- M. Adjourn



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BOARD OF DIRECTORS MEETING

January 15, 2014 – 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 (Arrived Late)
Sean Pike
Jason Schaffer

Also present:

Town Clerk	Patti Garcia
Management Assistant	Kelly Unger
Associate Planner	Brett Walker
Customer Service Supervisor	Megan Walter

C. Public Invited to be Heard

Chairman Winter opened the meeting for public comment; there was none 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

There were no changes to the Agenda as presented.

E. Approval of Minutes from the December 18, 2013 Board of Directors Meeting – P. Garcia

Secretary/Treasurer Peterson motioned to approve the Minutes as presented; Vice Chairman Stauss seconded the motion. Roll call on the vote resulted as follows:

Yeas - Winter, Stauss, Petersen, Melendez, Pike, Schaffer
Nays - None. Motion carried.

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

Town Clerk Garcia presented the report of bills, she will look into the outstanding Mantooth Marketing invoices, as well as contact Kristen Cypher, C+B Designs, for the engineering invoices.

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

Yeas - Winter, Stauss, Petersen, Melendez, Pike, Schaffer
Nays - None. Motion carried.

G. Report from Sub-Committees

1. Marketing Committee

Committee will meet on January 22, 2014 to discuss the Intern position, cost for billboards, and new website. Ms. Melendez has researched the cost of updating current website or creating a whole new website and will bring all information to regular board meeting in February. She also requested the board purchase holders to display the rack cards, and will



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distribute to DDA businesses. Ms. Garcia requested Ms. Melendez to get her all the information and she would place the order through the Town, to ensure a tax exempt purchase.

Secretary/Treasurer Peterson motioned to approve the purchase of rack card holders; Board Member Shaffer seconded the motion. Roll call on the vote resulted as follows:

Yeas - Winter, Stauss, Petersen, Melendez, Pike, Schaffer

Nays - None. Motion carried.

2. Beautification Committee

Committee is still waiting on Kristen Cypher, C+ B Designs, to get finalized documents on the concept plans and will forward to board when information is received.

3. Parking Committee

Fehr and Peers submitted to the Town a scope of work and cost estimate for their services. Town staff met and is in the process of making revisions to their scope of work. The original cost estimate was approximately \$13,000, and the cost will come from Town budget.

H. Communications

- Work session with Lucia on Wednesday January 29, 2014 at 7:30 am.
- Town staff went to Weld and Larimer County Assessors to learn how the DDA works with County offices. Both counties are available to answer any questions or help in any way.
- Sales tax numbers were discussed,
- A more in depth financial report will be distributed to DDA board when year has been closed out by Finance.

I. Adjourn

On a motion duly made, the meeting was adjourned at 7.45 a.m.

Megan Walter

Megan Walter, Customer Service Supervisor

Downtown Development Authority

REPORT OF BILLS

12/31/13-02/07/2014

*At the regular meeting of the Downtown Development Authority,
Colorado, held in the Windsor Town Hall Board Room on February 19, 2014
the following claims were presented, examined, and approved by the DDA*

VENDOR	DESCRIPTION	INVOICE #	AMOUNT
Diane Hokans	DDA rack cards	131119	\$ 266.00
Mantooth Mktg/Connie Hanrahan	Wheels N Deals advertising-Coloradoan	3553	\$ 537.63
K&W Printing	DDA shirts/2 banners	130050A,130161	\$ 426.00
Colorado Dept. of Revenue	multiple Event sales tax license	2014	\$ 16.00
Windsor Chamber of Commerce	2014 Chamber dues	6145	\$ 95.00
Colorado Special Districts	DDA liability insurance 2014	27C70013-3726	\$ 1,723.63
Liley, Rogers & Martell	legal services 12/26/13	12483	\$ 360.00
McGlamery Engineering Group	Engineering for DDA owned lots	13555	\$ 490.00
Pitney Bowes	reload postage meter	Jan-14	83.50
Complete Mailing Solutions	2014 contract station inserter	Jul-05	14.22
United States Post Office	postage permit fee	Jan-14	3.16
	TOTAL DISBURSEMENT REQUEST		\$ 4,015.14
	TOTAL		\$ 4,015.14



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

<u>Finance Department</u>	
Vendor #	6969
Obligation #	104278

PAYMENT REQUEST

2013

INVOICE NUMBER: 131119	
VENDOR: Diane Hokans Design	
DBA:	
(IF OTHER THAN VENDOR)	
ADDRESS: 605 Braun Street Lakewood, CO 80401-4654	
Phone:	
Fax:	DDA EXPENSE

INVOICE DATE	PROCESSED BY	SUPERVISOR APPROVAL	DEPT. HEAD APPROVAL
11/19/13	Patti Garcia		P Garcia

BUDGET LINE ITEM					
FUND	DEPT.	FUNCTION	PROJECT	DESCRIPTION	TOTAL
19	486	6213		DDA rack cards	266.00
TOTAL					\$ 266.00



Diane Hokans Design
605 Braun Street
Lakewood, CO 80401-4654

ph: 303-807-6177
email: diane.hokans@icloud.com

INVOICE

To: Smart Marketing, LLC
800 3rd Street
Windsor, CO 80550
970-686-5805

November 19, 2013
INVOICE# 131119

Windsor DDA Rack Card 'Spend A Day...'	
Layout and Design - 4x9; 4/4.....	160.00
Windsor DDA Rack Card	
Printed and delivered - 500, 14pt. UV	106.00

Total due	\$ 266.00
------------------	------------------

Terms: Net 15 days

Mail to:
Diane Hokans
605 Braun Street
Lakewood, CO 80401-4654

Thank you!



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

<u>Finance Department</u>	
Vendor #	6741
Obligation #	104416

PAYMENT REQUEST . 2013

INVOICE NUMBER: 3553	
VENDOR: Mantooth Marketing	
DBA: <i>Connie Hanrahan</i> <small>(IF OTHER THAN VENDOR)</small>	
ADDRESS: 8334 Coeur D/Alene Drive Fort Collins, CO 80525	
Phone:	
Fax:	

2013

DDA EXPENSE

INVOICE DATE	PROCESSED BY	SUPERVISOR APPROVAL	DEPT. HEAD APPROVAL
9/30/13	Patti Garcia		P Garcia

Pg

BUDGET LINE ITEM					
FUND	DEPT.	FUNCTION	PROJECT	DESCRIPTION	TOTAL
19	486	6213		Wheels n Deals advertising – Coloradoan	\$537.63
TOTAL					\$ 537.63



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

Invoice

Date	Invoice #
9/30/2013	3553

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



PO Number	Project	Acct Manager	Terms
	Wheel and Deal	Isis Diloreti	Net 30
Description	Hours/Units	Hrly/Flat Rate	Amount
Coloradoan - Inv. 000236891 - Wheels N Deals advertising - August	1	537.625	537.63

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

Total	\$537.63
Payments/Credits	\$0.00
Balance Due	\$537.63

Pick a Card... Any Card!

We now accept credit cards*

*2% processing fee

K&W Printing, Inc

212 Main Street
Windsor, CO 80550

2013

Invoice

Date	Invoice #
9/27/2013	130050A

Windsor DDA
301 Walnut Street
Windsor, CO 80550

Customer Contact Customer Phone

(970) 674-2404

P.O. No.	Terms

Quantity	Description	Rate	Amount
5	Shirts ordered for Bob Winter Port & Compnay performance polos ST 650 royal blue with DDA logo embroidered 4-xlrg 1-xxl	32.50	162.50
1	Ladies Port & Compnay performance polos LST 650 royal blue with DDA logo embroidered 1-med	32.50	32.50
1	Digitizing Program one time set up charge Design has 18,000 stiches in the file	40.00	40.00

Total \$235.00

K&W Phone #
970-686-9191

To receive credit or to report any discrepancies on your order, please do so within two (2) working days of receipt of merchandise. defective merchandise must be returned to receive credit. Balance unpaid after the terms established on this invoice is subject to a late payment charge of 1.5% per month, or maximum allowed by law, if different together with expenses incidental to collection, including attorney's fees. A minimum of \$20 service charge will be assessed on all returned checks. A 50% non-refundable deposit is required on all orders.

K&W Printing, Inc

212 Main Street
Windsor, CO 80550

2013

Invoice

Date	Invoice #
10/21/2013	130161

Windsor DDA
301 Walnut Street
Windsor, CO 80550

Customer Contact Customer Phone

(970) 674-2404

P.O. No.	Terms

Quantity	Description	Rate	Amount
1	Banners for Kristie Melendez Salsa on Main Street banner 36"x72" reworked date from September	95.00	95.00
1	DDA table banner 29"x72"	72.00	72.00
1	Water for Sale Banner 12"x36"	24.00	24.00
All banners are hemmed and grommets			

Total	\$191.00
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K&W Phone #
970-686-9191

To receive credit or to report any discrepancies on your order, please do so within two (2) working days of receipt of merchandise. defective merchandise must be returned to receive credit. Balance unpaid after the terms established on this invoice is subject to a late payment charge of 1.5% per month, or maximum allowed by law, if different together with expenses incidental to collection, including attorney's fees. A minimum of \$20 service charge will be assessed on all returned checks. A 50% non-refundable deposit is required on all orders.

Windsor Chamber of Commerce
 421 Main Street
 Windsor, CO 80550



Invoice

Date	Invoice #
12/4/2013	6145

Bill To
Windsor Downtown Authority Patti Garcia 301 Walnut Street Windsor, CO 80550

P.O. No.	Terms	Due Date	Project
		12/4/2013	

Description	Qty	Rate	Amount
December 2013 - November 2014 Windsor Chamber Business Membership	1	95.00	95.00

Thank you for your continued membership & support!	Total	\$95.00
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	\$95.00

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 #	6970
Obligation #	104330

PAYMENT REQUEST

2014

INVOICE NUMBER: 27C70013-3726	
VENDOR: Colorado Special Districts Property and Liability Pool	
DBA:	
(IF OTHER THAN VENDOR)	
ADDRESS: c/o McGriff, Seibels & Williams, Inc. PO Box 1539 Portland OR 97207-1539	
Phone:	
Fax:	

DDA EXPENSE

INVOICE DATE	PROCESSED BY	SUPERVISOR APPROVAL	DEPT. HEAD APPROVAL
12/9/13 01/11/14	Patti Garcia		P Garcia

BUDGET LINE ITEM					
FUND	DEPT.	FUNCTION	PROJECT	DESCRIPTION	TOTAL
19	486	6246		DDA liability insurance - 2014	\$1,723.63
				TOTAL	\$1,723.63



Colorado Special Districts Property and Liability Pool

INVOICE

Date: 09-Dec-13

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

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

Invoice #:	Entity ID:	Effective Date:	Expiration Date:	Invoice Date:
27C70013-3726	70013	01-Jan-14	01-Jan-15	09-Dec-13

Coverage:	Contribution:
General Liability and Pollution Extension	\$925.32
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	\$0.00
Comprehensive Crime and ID Recovery Extensio	\$133.31
Above Ground Storage Tanks	\$0.00
Under Ground Storage Tanks	\$0.00
Reinstatement Fee	\$0.00
Total Contribution	\$1,723.63
<i>(Includes 10% commission paid to the broker)</i>	

An 8% credit is available when districts participate in both the Pool's Property/Liability and Workers' Compensation Programs. Not applicable to minimum contributions.

Payment Due Upon Receipt

Payment evidences acceptance of this coverage. Please send a copy of this Invoice with Remittance. NOTE: Terms of the Intergovernmental Agreement require timely payment to prevent automatic cancellation of coverage. Only the Colorado Special Districts Property and Liability Pool Board of Directors can extend cancellation provision.

Please Remit to: 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



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

Finance Department	
Vendor #	6299
Obligation #	104265

PAYMENT REQUEST

INVOICE NUMBER: 12483	2013
VENDOR: Liley Rogers & Martell LLC	
DBA: (IF OTHER THAN VENDOR)	
Address: 300 South Howes Street Fort Collins, CO 80521	
Phone:	DDA EXPENSE
Fax:	

INVOICE DATE	PROCESSED BY	SUPERVISOR APPROVAL	DEPT. HEAD APPROVAL
12/26/13	Patti Garcia		P Garcia

BUDGET LINE ITEM				DESCRIPTION	TOTAL
FUND	DEPT.	FUNCTION	PROJECT		
19	486	6252		Legal services – 12/26/2013	360.00
TOTAL					\$ 360.00

Liley Rogers & Martell, LLC

300 South Howes Street
Fort Collins, CO 80521

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

December 26, 2013

Re: DDA
Invoice #12483 Summary of Charges Due

Previous Balance \$ 360.00

Payment – 12/09/13 -Thank you, No.67157 (\$ 360.00)

Services Rendered per Invoice #12483 \$ 360.00

Total Balance Due \$ 360.00

Liley Rogers & Martell, LLC

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

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



December 26, 2013

In Reference To: DDA
Invoice #12483

Professional Services

			<u>Hrs/Rate</u>	<u>Amount</u>
11/25/2013	JCL	Email from Kristin Cypher of C+B Design regarding review of changes to services contract; review revised contract; emails to Kristin and Patti Garcia regarding contract revisions approved	0.30 120.00/hr	36.00
12/2/2013	JCL	Prepare materials for Lucia Liley's December 4 presentation to the Board regarding facade programs; email from Patti Garcia regarding December 4 work session; brief review of attached materials	0.90 120.00/hr	108.00
12/3/2013	LAL	Review draft documents from Patti Garcia regarding proposed facade program and telephone conferences with Janelle Kechter and Josh Liley regarding additional information needed	1.00 180.00/hr	180.00
12/12/2013	JCL	Email from Patti Garcia regarding December 18 Board meeting; brief review of attached packet	0.20 120.00/hr	24.00
12/17/2013	JCL	Email from Patti Garcia regarding copy of executed contract between DDA and C+B Design; brief review of attached contract	0.10 120.00/hr	12.00
		Subtotal of charges		<u>\$360.00</u>
		For professional services rendered		\$360.00
		Previous balance		\$360.00
		Accounts receivable transactions		
12/9/2013		Payment - Thank You No. 67157		<u>(\$360.00)</u>
		Total payments and adjustments		(\$360.00)

Town of Windsor DDA

Page 2

Balance due

Amount

\$360.00



McGlamery Engineering Group LLC
3734 Osage Street
Denver, Colorado 80211

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

January 07, 2014
Project No: 27608.00.00
Invoice No: 0013555

Project 27608.00.00 LS- Windsor Banner
Civil Services

Professional Services from December 01, 2013 to December 28, 2013

Fee

Total Fee	490.00		
Percent Complete	100.00	Total Earned	490.00
		Previous Fee Billing	0.00
		Current Fee Billing	490.00
		Total Fee	490.00
		Total this Invoice	\$490.00

Please Remit All Payments to: McGlamery Engineering Group, LLC, 400 Libbey Parkway, Weymouth, MA 02189.

If you have any questions please do not hesitate to contact Sasha Cederlund at 303-455-8988

VENDOR: US POSTMASTER
SERIAL #594543

VENDOR #
3962
104471

January 6, 2014

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

FUND	DEPT	FUNC	PROJ	DESCRIPTION	%	AMOUNT
1	421	6263		Police Department	7.51%	\$375.50
1	412	6263		Municipal Court Clerk	2.58%	\$129.00
1	419	6263		Planning Department	1.80%	\$90.00
1	456	6263		Cultural Affairs/Museum	0.31%	\$15.50
5	490	6263		CRC/Seniors	0.87%	\$43.50
1	451	6263		Recreation	9.87%	\$493.50
1	430	6263		Public Works	3.27%	\$163.50
1	454	6263		Parks	1.57%	\$78.50
1	413	6263		Administration	0.88%	\$44.00
1	431	6263		Engineering	0.98%	\$49.00
7	481	6263		Sewer	0.25%	\$12.50
6	471	6263		Water	13.65%	\$682.50
1	416	6263		Human Resources	2.21%	\$110.50
1	410	6263		Town Clerk	3.12%	\$156.00
1	415	6263		Finance	49.19%	\$2,459.50
1	420	6263		Economic Development	0.27%	\$13.50
19	486	6263		DDA	1.67%	\$83.50
TOTAL:						5,000.00

100.0%

OK DM

2014

VENDOR: Complete Mailing Solutions
 3011 S Tejon, Suite A
 Englewood, CO 80110

VENDOR # 4051
 104472

January 16, 2014

ALL SPLIT: \$900.00
ADDITIONAL:
TOTAL DUE: \$900.00

2014

FUND	DEPT	FUNC	PROJ	DESCRIPTION	%	AMOUNT
1	421	6263		Police Department	10.57%	\$95.13
1	412	6263		Municipal Court Clerk	3.14%	\$28.26
1	419	6263		Planning Department	2.29%	\$20.61
1	456	6263		Cultural Affairs/Museum	6.33%	\$56.97
5	490	6263		CRC/Seniors	1.18%	\$10.62
1	451	6263		Recreation	12.92%	\$116.28
1	430	6263		Public Works	4.05%	\$36.45
1	454	6263		Parks	4.64%	\$41.76
1	413	6263		Administration	1.35%	\$12.15
1	431	6263		Engineering	2.30%	\$20.70
7	481	6263		Sewer	0.29%	\$2.61
6	471	6263		Water	16.81%	\$151.29
1	416	6263		Human Resources	3.05%	\$27.45
1	410	6263		Town Clerk	4.36%	\$39.24
1	415	6263		Finance	24.96%	\$224.64
1	420	6263		Economic Development	0.18%	\$1.62
19	486	6263		DDA	1.58%	\$14.22
TOTAL:						900.00 ✓
100.0%						Ravi



3001 S TEJON ST, STE A ENGLEWOOD, CO 80110
 P: 303-761-0681 F: 303-761-7837

CONTRACT INVOICE

Invoice Number: 65444
 Invoice Date: 08/01/2013

Bill To: TOWN OF WINDSOR
 301 WALNUT STREET
 WINDSOR, CO 80550

Customer: TOWN OF WINDSOR
 301 WALNUT STREET
 WINDSOR, CO 80550

PAST DUE

Account No	Payment Terms	Due Date	Invoice Total	Balance Due	
500033132	Net 30	08/31/2013	\$ 900.00	\$ 900.00	
Contract Number	Contact	Contract Amount	P.O. Number	Start Date	Exp. Date
20100032-01	Patti Garcia 970-686-7476	\$ 900.00		09/20/2011	
Remarks					

Summary:

Contract base rate charge for the 09/20/2013 to 09/19/2014 billing period \$900.00

Detail:

Equipment included under this contract

Hasler/M3000 2.5/Hasler M3000 2.5 Station Inserter

Ser #: 11DX638

The equipment listed on this contract invoice includes all parts and labor, travel, and priority dispatch response on your equipment, based on normal usage. Failure to pay by the start of the new billing term could affect service and result in billing for labor, parts, and travel charges performed on your equipment after this date.

Invoice Subtotal:	\$900.00
EXEMPT	\$0.00
Total Tax:	\$0.00
Invoice Total:	\$900.00

3001 S TEJON ST, STE A ENGLEWOOD, CO 80110 303-761-0681

GST: 84-1589593

VENDOR: USPS
 215 6th Street
 Windsor, CO 80550

VENDOR #

2160
 104677

January 30, 2014

ALL SPLIT: \$200.00
ADDITIONAL:
TOTAL DUE: \$200.00

FUND	DEPT	FUNC	PROJ	DESCRIPTION	%	AMOUNT
1	421	6263		Police Department	10.57%	\$21.14
1	412	6263		Municipal Court Clerk	3.14%	\$6.28
1	419	6263		Planning Department	2.29%	\$4.58
1	456	6263		Cultural Affairs/Museum	6.33%	\$12.66
5	490	6263		CRC/Seniors	1.18%	\$2.36
1	451	6263		Recreation	12.92%	\$25.84
1	430	6263		Public Works	4.05%	\$8.10
1	454	6263		Parks	4.64%	\$9.28
1	413	6263		Administration	1.35%	\$2.70
1	431	6263		Engineering	2.30%	\$4.60
7	481	6263		Sewer	0.29%	\$0.58
6	471	6263		Water	16.81%	\$33.62
1	416	6263		Human Resources	3.05%	\$6.10
1	410	6263		Town Clerk	4.36%	\$8.72
1	415	6263		Finance	24.96%	\$49.92
1	420	6263		Economic Development	0.18%	\$0.36
19	486	6263		DDA	1.58%	\$3.16
TOTAL:						200.00 ✓
100.0%						

OK DM
 1/30/14



FEE RENEWAL NOTICE

JANUARY 20, 2014

JOSEPH TULK
SUPERVISOR CUSTOMER SERVICES
215 6TH ST
WINDSOR CO 80550-9997



TOWN OF WINDSOR
MARY LEE
301 WALNUT ST
WINDSOR CO 80550-5141

Dear MARY LEE

Your privilege to mail at presorted price(s) will expire on the date(s) shown below. If you plan to continue using your existing privilege(s), the fee(s) noted below must be paid prior to the indicated due date(s).

FEE TYPE	PERMIT TYPE	PERMIT #	EXP DATE	FEE COST
Standard Mail	PI	139	03/14/2014	\$200.00



If you have paid the fee(s) shown above, please disregard this notice. It is recommended that fees be paid in advance to facilitate the acceptance of your mailings. Fee payments may be paid up to 60 days in advance of their expiration date. Please return this notice with your payment to the address below:

WINDSOR POST OFFICE
215 6TH ST
WINDSOR CO 80550-9997

Please make your check payable to POSTMASTER or U.S. POSTAL SERVICE®. Also, note on your check your permit number and type of service you are requesting. Thank you for your business. We look forward to continuing to serve your mailing needs.

Sincerely,

JOSEPH TULK
SUPERVISOR CUSTOMER SERVICES
970-686-2445



Volume 1, Issue 12 December 2013

Windsor DDA Revenue

Windsor Downtown
Development
Authority

Windsor DDA Revenue Summary December 31, 2013	Collections	Budget	% of Budget
Property Tax Mill Levy	\$4,455	\$4,006	111.21%
Incremental Property Tax	\$16,496	\$16,603	99.36%
Interest	\$32	\$250	12.80%
Contributions/Sponsorships	\$2,000	\$0	-
Town of Windsor Funding	\$250,000	\$250,000	100.00%
Total	\$272,983	\$270,859	100.78%

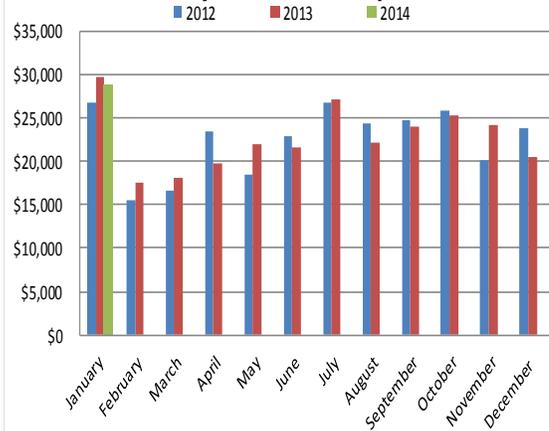
Special points of interest:

- January 2014 sales tax collections were \$857 below January 2013 collections.
- Revenue is ahead of budgeted at the end of December 2013 at 100.78%, primarily due to a \$2,000 Salsa Dance sponsorship on 5th Street.
- 2013 expenditures finished the year well under budget.

Windsor DDA Expenditures

Windsor DDA Expenditures Summary December 31, 2013	Expenditures	Budget	% of Budget
Operations			
Office Supplies	\$347	\$300	115.62%
Public Relations/Advertising	\$19,787	\$25,000	79.15%
Board Development	\$0	\$1,000	0.00%
Dues/Fees/Subscriptions	\$2,698	\$500	539.60%
Travel/Mileage	\$0	\$100	0.00%
Legal Services	\$4,446	\$10,000	44.46%
Contract Services	\$7,829	\$20,000	39.15%
Publishing/Recording	\$13	\$300	4.33%
Printing/Binding	\$73	\$500	14.60%
Study Review/Consultant	\$0	\$5,000	0.00%
Administrative Transfer	\$20,000	\$20,000	100.00%
Operations Total	\$55,193	\$82,700	66.74%
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	\$174,376	\$316,204	55.15%

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



MEMORANDUM

Date: February 19, 2014
To: Downtown Development Authority Board of Directors
Via: Carrie Knight, Art & Heritage Manager
From: Trish Chavez, Special Events Coordinator & Carrie Shimada, CSU Extension
Weld County
Re: 2014 Windsor Farmer's Market

The Town of Windsor in partnership with the CSU Extension–Weld County is in the planning stages of the 2014 market. This year will mark the third year of the market in its present location at the corner of 5th and Main Streets. Despite the small size of the Windsor market, we continue to build awareness about the event and strive to attract a diverse and loyal set of vendors. The Windsor Farmer's Market contributes to a vibrant downtown and to our community's high quality of life.

The DDA has provided support of the Windsor Farmer's Market since the market's inception in 2012. CSU Extension–Weld County has provided some sponsorship options below that it feels might be attractive to the DDA and its interests.

- On-site Branding (10 x 10 Tent \$1,251.87, Tablecloth \$376.82, (2) Medium Flying Banners: Single Sided \$625.02, etc.)
- DDA to Sponsor a Face Painter or Balloon Artist (\$100 per hour)

For inclusion in certain marketing materials, sponsorship decisions will need to be finalized by March 10, 2014.

Attachment

Teardrop Banners (Flags) Size Medium



Qty:2 Single Sided: \$625.02 Double Sided: \$752.64

Includes telescopic pole with single flex tip, banner, ground socket with spindle and carry bag. Optional bases available. 45" x 112.5" x 170" (16" Bases =\$80 each, 20" Bases=\$187 each)

Sharkfin Banners (Flags) Size: Medium



Qty:2 Single Sided: \$625.02 Double Sided: \$752.64

Includes telescopic pole with single flex tip, banner, ground socket with spindle and carry bag. Optional bases available. 31.5" x 99" x 163"

Feather Banners (Flags) Size: Medium



Qty:2 Single Sided: \$625.02 Double Sided: \$752.64

Banner Stand: HD Outdoor



Qty: 1 \$966.47

This double-sided retractable display is equipped with support feet and a flexible support pole that guarantees stability even in strong winds. It is manufactured of the highest quality materials to resist wear and tear by weather and wind and can be used on almost any surface, including sand, snow and grass. 33.5" x 71"

10 x 10 Pop Up Tent



Qty: 1 \$1,251.87 (1 Color Screen Print) \$1,030.26 (Value Print, Digital Dye Sub, Full Color, 4-5 weeks lead time to print)

Aluminum frame weighs 65 lbs. (canopy weight varies by fabric) and has a minimum eye height of 6' 1". Comes with carry bag (program versions includes wheeled carry bags, as well as weight bags, hammer and stakes, and heavy duty nylon straps). **Alternative value-priced steel frame available. 10' x 10' x 10.5' (11.5')**

Rectangular Table Throw



Qty: 1 \$376.82 (Print on Face Only) Qty 2: \$472 (Print on Face Only)

Rectangular table throws are four-sided and allow for convenient hideaway storage under the table. Throws are lightweight for easy travel and cost effective shipping. Made in the USA of flame-retardant premium polyester twill. Available with either front panel screen print or full digital print coverage. **6' TABLE – 88" X 130"**



Balloon Decor ~ Balloon Deliveries ~ Family Entertainment

927 49th Ave. Place, Greeley, CO 80634, 970-631-0110,
www.makeitmerry.com

General Price Sheet –

Entertainment:

Balloon Artists	\$100.00 per hour/per artist (max 30 kids at party)
Face Painter	\$100.00 per hour/per artist (max 12 kids at party)
Airbrush Tattoo	(2 hour minimum) – includes face painting by hand. (\$100.00 per hour/per artist) ** Glitter tattoos can be added as well.
Clowns	\$150.00 per hour/per artist <i>*Allie The Clown - * Games Party&Balloons *Beezer The Clown* Games Party&Balloons</i>
Magician	\$285.00 per hour*** <i>charge is higher for full stage performance including doves -- \$385.00 per hour</i>
Caricature Artist	\$150.00 per hour
Singing Telegrams	\$75.00- \$150.00 each
Santa	\$185.00 per hour – available for private and corporate events!
Mystic Illuminations – Psychic /tarot reader/ palm reader	\$100.00 per hour
Birthday Fairy-	\$150.00 per hour (max 12 kids at party)
Cap'n Red The Pirate -	\$150.00 per hour (max 12 kids at party)
Mr. Wizard	\$150.00 per hour (max 12 kids at party)
Cinderella -	\$150.00 per hour (max 12 kids at party)
Game Master -	\$100.00 per hour- bring and play games with kiddos
Allie the Clown's Crazy Hair Salon -	\$200.00 per hour – supplies are included. (max 12 kids at a party)
** Fairy, Pirate, Princesses & Clowns can do walk around/meet and greet events**	
Juggler	See below for descriptions and prices.

Ambient Entertainment - Walk-around entertainment including juggling, stilts, unicycle, or character costumes. Great for fairs, festivals, corporate events, etc where many things are happening at the same time. Ask for costumes and characters that can be themed for your event. For small events with less than 200 participants. Fee is \$150 per hour with a 2-hour minimum.

Juggling & Comedy Show - Bekah's high-energy juggling and comedy show is fun for all ages! Perfect for any stage, this interactive show will be a memorable addition to any event. Bekah's show has been seen around the world from 4,000 seat theaters to festivals schools to small birthday parties. Standard show lengths are 30 minutes (\$300) and 45 minutes (\$400). Shows can be catered to your event, and it is self-contained with its own sound gear for audiences up to 500 people. Minimum stage size of 12' by 12' feet and 12' ceilings for indoor locations.

Busking Entertainment - Stationary street shows for outdoor festivals and events. High-energy juggling, comedy and fire stunt shows last 20 minutes with breaks in between for water and resetting props. Show is best with fire stunts, but non-fire stunts can be substituted at the request of the client. Client is responsible for securing permits with the fire department. Fee is \$125 per hour plus artist keeps all tips earned. Many outdoor events are not conducive to busking entertainment so please ask ahead of time. Performer must have space to rope off an area of 12' by 12' for the performance, plus additional space necessary for crowds to watch. \$210.00 per hour

General Ranges for Balloon Decorations:

Balloon Buddies – Small - \$39.95 and up, Large \$59.95 and up.

Centerpieces – \$12-\$200.00 each

Arch (both helium filled and air filled on frames) \$90.00-\$500.00 each

Canopies – Canopies are made several different ways – range \$600.00-\$5000.00

Balloon Drops/Releases -- \$100-\$5000.00

Columns -- \$60-\$400.00 each

Balloon bouquets – prices start from \$49.95 and up. Visit www.balloonplanet.com for selection of balloon bouquets. Call for direct pricing. *Take 15% off any www.balloonplanet.com bouquet with purchase of entertainment. Must order bouquet direct with Merry Makers to redeem discount!***

Ranges are very general, all of our work is personalized to your event/party.

To get an accurate bid, please contact Allison Dunning @ **970-631-0110**. **Our Consultations are free** (Travel Charge may apply)



WINDSOR DOWNTOWN DEVELOPMENT AUTHORITY

MEMORANDUM

Date: February 19, 2014
To: Downtown Development Authority Board of Directors
From: Patti Garcia, Town Clerk/Assistant to the Town Manager
Re: 2014 Work Plan
Item #: I.

The DDA discussed the draft 2014 Work Plan on January 15, 2014 and provided staff with comments and suggestions which has been implemented into the final document. The DDA has several large projects on tap for 2014 including the mill feasibility study and potential development of the DDA-owned lots. There are several items that will continue to be placed on the work plan each year such as the partnership with the Chamber of Commerce and Town of Windsor on events.

Both the 2014 Work Plan and 2014/2015 Strategic Action Plan are attached. The information provided on each is as follows:

- 1) 2014 Work Plan - The 2014 Work Plan is a document that contains specific projects that are to be accomplished which will be filtered down to the various committees for action and tracking. Staff tracks the progress of projects throughout the year and will provide monthly updates to the board through the DDA packet.
- 2) 2014/2015 Strategic Action Plan - The 2014/2015 Strategic Action Plan is used as a foundational piece that includes all projects on one document; tracking is done regularly as projects move forward. This document will be brought back to the DDA board before the 2015 budget season to help the board members identify projects that have been completed, what is outstanding including the status and will help guide the budget discussion.

The individual committee work plans are currently being reviewed at the committee level; the final documents will be provided at the March DDA meeting and will also be posted on the DDA website.

Attachment:
2014 Work Plan
2014/2015 Strategic Action Plan

DDA Work Plan 2014

Beautification Committee

- A beautification program in the following areas: major entrances, Windsor Lake and Boardwalk Park, walkways and public spaces
 - Clean up the existing gas meters by painting them or covering them up
 - Façade renovation program
 - Investigate Public Art program opportunities
 - Additional new planters in the DDA area/corners
 - Additional bike racks near businesses
- Implement a DDA referral program
 - Work with the Town of Windsor Planning Department to establish project review criteria and implement the program
- Develop an incentive program for new development and redevelopment projects

Marketing Committee

- Continue to communicate with all members of the DDA and the community
 - New website
 - Press releases regarding downtown events and happenings
 - Send e-newsletters with events scheduled, current & proposed projects, meeting times, etc. to the DDA members on a monthly basis
 - Provide promotional information acknowledging consumer opportunities in the DDA area – ie rack cards
- Establish social media presence
 - Provide current information regarding meetings, project status, event schedules & business opportunities
 - Establish social media accounts and update regularly; establish a baseline of followers and the monitor the success of those accounts
- To promote a diversity of activities in the district and to encourage the creation and continuation of public events held in the district
 - Partner with the Chamber of Commerce/Town of Windsor on events & continuation of signature event “Salsa on 5th”
 - Provide opportunities for businesses to participate in special events
- To promote the downtown area through signage
 - Provide DDA information on billboards in and around northern Colorado

Parking Committee

- Implement pedestrian safety measures in the DDA area
 - Work with Engineering & Parks department on options such as bike dismount zones, signage, and crosswalk designations
 - Identify locations for the installation of bike racks
- Support the Town’s effort to revise the parking regulations downtown
 - Work with the Town of Windsor Planning Department, Planning Commission and DDA to review documents and begin revisions as necessary
- Encourage downtown employees to park in non-prime spaces
- Work with the Town of Windsor/Police Department on speed limit enforcement along Main Street
- Work with Town to identify appropriate on- and off-street parking locations for Town approved events at Boardwalk Park
- Work with Town on a unified Town-wide wayfinding system

All DDA

- Continue moving forward on the development of DDA-owned lots north of Main Street between 4th & 5th Streets

<ul style="list-style-type: none">• Meet and understand CDOT regulations for HWY 392 and HWY 257
<ul style="list-style-type: none">• Meet with GWR
<ul style="list-style-type: none">• Explore Main Street Candidate program as a way to coordinate DDA activities<ul style="list-style-type: none">○ Attend quarterly Downtown Institutes, review Main Street benefits and requirements, request Main Street training and technical assistance from DOLA staff
<ul style="list-style-type: none">• Conduct feasibility study on Historic Mill



**STRATEGIC ACTION PLAN 2014
WINDSOR DOWNTOWN DEVELOPMENT AUTHORITY**

IDENTITY AND MESSAGING						
Objective	Projects	Action Item	Measurement of Success	Potential Partners	Timeline	January 2014
To promote and market the district	Develop a new and improved Windsor DDA website	Contract with website designer and locate a hosting site	New website will be live in 2014	Town of Windsor, Windsor Chamber of Commerce	2014	
	Partner with the Windsor Chamber of Commerce at various events	DDA Board members attend and participate with Chamber events	Booth at business events each year (i.e., Business Expo) and other events	Windsor Chamber of Commerce	Ongoing	
	Increase partnership/sponsorship opportunities with special events that are held in Boardwalk and Main Park	Communications with business and property owners regarding events	Businesses participate in events at Boardwalk and Main park, increase foot traffic from parks to downtown and increase sales during events	Special Event applicants, Town of Windsor, DDA Members	Ongoing	
Establish communication with all members of the DDA and the community	Establish relationship with newspapers, local publications and radio stations	Contract with local papers for a regular column or other updates on what is happening downtown, what events are coming up, etc.	At least a monthly communication/press release from the DDA	Windsor Now, Windsor Beacon, NCBR, Ratio Stations, NPR	Ongoing	
	Develop a Windsor DDA email list for all DDA members	Send e-newsletters with the events scheduled, current and proposed projects, meeting times, etc. to the DDA members on a monthly basis	Obtain at least 75% of the DDA members email addresses and send out regular communication to the DDA members	N/A	2014	Email list is in progress and should be complete by May, 2014. No email newsletters have been sent to date.
	Solicit feedback and suggestions from DDA members	Create a comments page on the Windsor DDA website and formulate 'BIG IDEA' agenda item at the regular DDA Board meetings	DDA members attend and share their ideas and feedback at the meetings and/or website and DDA Board identifies next steps	DDA Members	Ongoing	
	Develop social media through the DDA website	Explore Twitter, Facebook, Smartphone Applications, Blogs, QR Codes, etc.	Establish appropriate media accounts and update regularly. Establish a baseline of followers and monitor the success of those accounts	DDA Members, Town of Windsor, Chamber of Commerce	2014	To be done in conjunction with website update.



STRATEGIC ACTION PLAN 2014
WINDSOR DOWNTOWN DEVELOPMENT AUTHORITY

Establish communication with developers, investors, builders, realtors and other stakeholders	Develop promotional materials/handouts to distribute	Package the statistical data of the district including but not limited to, vacant parcels, square footages, allowed uses, etc.	Provide current statistical data on the website, at meetings and in promotional materials	Town of Windsor, local architects and realtors, CSU, UNC		Media kit has been created for distribution, but to date statistical data has not been gathered.
		Attend realtor meetings, Upstate and NCEDC annual meetings	DDA Board members attend meetings and report back regularly	Upstate, NCEDC, HBA, CSU, UNC	Ongoing	TOW Economic Development Manager attends meetings on behalf of the TOW & DDA.



**STRATEGIC ACTION PLAN 2014
WINDSOR DOWNTOWN DEVELOPMENT AUTHORITY**

ORGANIZATION						
Objective	Projects	Action Item	Measurement of Success	Potential Partners	Timeline	January 2014
To maintain and revitalize the district as a center for commercial, financial, governmental, social, recreational, and cultural activities and to prevent deterioration from occurring	Establish an annual work plan which implements the Downtown Design Guidelines and Financing Plan and the current DDA Strategic Plan	Establish schedule to review work plan prior to annual budget process	The successful adoption of the DDA budget by the Town of Windsor and the work plan by the DDA Board	Town of Windsor	2014	Ongoing/annual
	Explore Main Street Candidate program as a way to coordinate DDA activities	Attend quarterly Downtown Institutes, review Main Street benefits and requirements, request Main Street training and technical assistance from DOLA staff	Implement aspects of the Main Street 4-point approach	DOLA, DCI, State Historical Fund	2014	
	Explore options for the rehabilitation or re-use of the Historic Mill	Contract with a firm to conduct a feasibility study on the Historic Mill	Determination of appropriate property uses, building uses and realistic financial strategies for the protection, restoration and redevelopment of the Mill	DOLA, Town of Windsor	2014	
	Establish process for development DDA-owned lots north of 4th & 5th and Main Street	Finalize conceptual review documents & participate in a pre-marketing meeting with development community	Creation of concept plan that meets the vision of the DDA and has the support of the DDA members & developers	Town Board, Planning Commission, Development Community	2014/2015	
	Partner with community organizations working to better Windsor and downtown	Identify liaisons on DDA Board for various community organizations	DDA Board members attend meetings and report back regularly	Windsor Housing Authority, Parks and Recreation Board, Historic Preservation Commission, Town Board, Planning Commission, Civic Associations, etc.	2014/2015	



STRATEGIC ACTION PLAN 2014
WINDSOR DOWNTOWN DEVELOPMENT AUTHORITY

	Develop a volunteer program and coordinate with existing community volunteer programs	Meet with civic organizations to identify volunteer opportunities in the DDA. Promote volunteer opportunities through existing media and communication outlets	A DDA volunteer database	Civic organizations such as Kiwanis, Lions, Master Gardeners, Windsor-Severance Historical Society, Library, local schools, CSU, UNC, etc.	2012	Create projects - ie help at Farmer's Market, paint electrical boxes, etc. Look outside of DDA.
To assist the Town in promoting partnerships with the Colorado Department of Transportation (CDOT) and the Great Western Railroad (GWR) to relieve traffic, transportation and rail conflicts through the downtown	Educate the public and DDA members on CDOT and GWR regulations, potential projects and partnership opportunities	Meet and understand CDOT regulations for HWY 392 and HWY 257	Having held workshops with CDOT and Public Utilities Commission (PUC)	CDOT, GWR, PUC	2014	To be done in conjunction with concept plan for back lots.
		Meet with GWR	Establish a positive relationship with GWR	Broe/Great Western Railroad	2014	To be done in conjunction with concept plan for back lots.



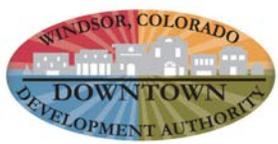
**STRATEGIC ACTION PLAN 2014
WINDSOR DOWNTOWN DEVELOPMENT AUTHORITY**

PROMOTIONS						
Objective	Projects	Action Item	Measurement of Success	Potential Partners	Timeline	January 2014
Promote a diversity of activities in the district, encourage the creation & continuation of public events held in the DDA		Implement the Marketing Plan				
Promote Windsor's unique identity as a way of differentiating downtown Windsor from other communities	Identify events that promote Windsor's identity including building events that focus on Windsor's heritage; retail events that focus on getting people into the stores; and an image campaign that focuses on how the community sees the DDA	Participate in the planning of events and partner with organizers	DDA members participate in planning committees for Windsor events. Progress is reported at Board meetings on a regular basis. <i>DDA participates at all</i>	Town of Windsor, Chamber of Commerce, other event organizers	Ongoing	
		Research Public Art Programs and identify options that would enrich awareness about the arts in the community and enhance the DDA area	Establishment of a public art program that provides visible outdoor art that historically celebrates Windsor's heritage and environment	Town of Windsor, Art & Heritage Department, other local municipalities	2015	



STRATEGIC ACTION PLAN 2014
WINDSOR DOWNTOWN DEVELOPMENT AUTHORITY

ECONOMIC RESTRUCTURING						
Objective	Projects	Action Item	Measurement of Success	Potential Partners	Timeline	January 2014
To encourage the renovation and reuse of vacant and deteriorated structures within the district	Develop an incentive program for new development and redevelopment projects	Explore opportunities for Town and DDA to establish incentive packages	The Town and the DDA agree on incentive guidelines and the DDA educates potential and existing business and property owners	Town of Windsor, realtors, DDA members, financial institutions	2014	DDA board to meet with Economic Development Manager to learn about the incentive process.
	Develop a store front display program for vacant buildings	Contact property owners of vacant buildings, establish display criteria, and conduct outreach to civic organizations	Obtain agreements with property owners to utilize vacant storefronts	Schools, CSU, UNC, local artists, fire district, businesses, TOW, Chamber, realtors, property managers, etc.	On hold	Vacant storefronts are limited; the program is on hold.
Promote and support private and public developments that are consistent with the plans and objectives of the DDA	Review potential gathering places/exhibit halls/event facilities for the downtown area and determine what the appropriate size/scale of development is for Windsor	Review convention sites of other towns of similar size and review potential locations in existing buildings such as the Mill	List of potential sites located on DDA website	Town of Windsor	2014	Options may be determined through the feasibility study gap analysis
To encourage the development of new and rehabilitated buildings for use as needed to achieve a balanced mix of products and services within the district	Encourage office and residential to occupy second story spaces and encourage retail and restaurant uses to occupy first floor spaces	Review zoning regulations to ensure uses are allowed in downtown zone and identify locations for housing including multi-family and affordable	Modify documents as necessary	Housing Authority, Town of Windsor, developers	Ongoing	



STRATEGIC ACTION PLAN 2014
WINDSOR DOWNTOWN DEVELOPMENT AUTHORITY

	<p>Work with local architect to create an architectural inventory of structures within the district and to have available for consultations with prospective developers and/or businesses</p>	<p>Contract with local architect for the described projects</p>	<p>Upload architectural inventory information and consultation process and details to the DDA Website</p>	<p>Local architects</p>	<p>2015</p>	<p>Budget for 2015</p>
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**STRATEGIC ACTION PLAN 2014
WINDSOR DOWNTOWN DEVELOPMENT AUTHORITY**

DESIGN						
Objective	Projects	Action Item	Measurement of Success	Potential Partners	Timeline	January 2014
To increase equal to the need, the net supply of off-street parking spaces within the district	Develop a parking program to provide sufficient public parking to service all occupants & owners within the DDA including parking garages & lots concentrating on areas of present parking deficiencies & future growth, increase the efficiency/effectiveness of existing parking, introduce programs to reduce parking needs such as trails, establish special parking zones & regulations	Commission a parking engineer to conduct a parking study downtown that will provide direction to the DDA on current and future parking demand/supply and other transportation issues, including pedestrian circulation	Implement the parking plan	Town of Windsor	2014/2015	Employee parking options drafted by staff & provided to DDA board. Review of parking regulations & historic credits being done by planning staff. DDA owned property is also being reviewed to address parking options.
To improve the pedestrian flow and protection	A pedestrian and vehicular circulation system including pedestrian amenities and a program to reduce automobile-pedestrian conflicts	Install new street signs and add directional signage in downtown and to downtown	Implementation of recommendations per plans	Town of Windsor, CDOT	In conjunction with parking study and implementation	Pedestrian safety is being worked on by Engineering - TOW strategic plan goal A.1.3. Develop a pedestrian and bike safety plan for downtown. Balance in conjunction w parking study/plan.
To improve the visual attractiveness of the district	A beautification program in the following areas: major entrances, Windsor Lake and Boardwalk Park, walkways and public spaces	Clean up the corners at 4th Street and Main Street and 6th Street and Main Street to look like 5th Street and Main Street	Develop a prioritized list of beautification project with budget allocations	Town of Windsor, DDA members, volunteers	2012-2014	New planters to be added at 4th & Main
		Install more benches along the sidewalk, uniform in design				
		Install additional trash cans				
		Plant trees in the existing tree rings that are empty				
		Clean up the existing gas meters by painting them or covering them up				Part of 2014 work plan - possibly partnering with WHS.
		Façade renovation program				Budgeted to begin in 2014.



STRATEGIC ACTION PLAN 2014
WINDSOR DOWNTOWN DEVELOPMENT AUTHORITY

Align Municipal Code, Building Codes, Fire regulations and Town administrative policies to match Downtown Design Guidelines and Financing Plan	Work with the Town to revise the Downtown Corridor Plan standards and/or Central Business District Zoning regulations	Work with the Town of Windsor Planning Department, Planning Commission and DDA to review documents and begin revisions as necessary	Modify documents as necessary	Town of Windsor	2014/2015	
To encourage the preservation or reuse of historically or architecturally significant buildings in the district including, but not limited to, finding sources of funds and participating in lending funds compatible with enabling legislation and the plans and objectives of the DDA	Coordinate with the Windsor HPC to distribute educational brochures and information relative to available landmark status opportunities and financial incentives	Review and understand Downtown Historic Survey and partner with the HPC to implement survey recommendations	Schedule workshops, distribute information	Windsor Historic Preservation Commission, State Historical Fund, realtors	Ongoing	Preservation and restoration of landmark-designated properties - HPC met with DDA on 1/16/13 and received positive feedback to proceed with contacting downtown property owners concerning historic designations of properties and HPC is moving forward with this project.
To construct, install and place underground publicly and privately owned utility and communications systems	Require the undergrounding of utilities in conjunction with new and redevelopment projects within the district	Review and understand Town undergrounding funding opportunities and seek prioritization of funds in conjunction with redevelopment and beautification projects	Create prioritized project list and partner with Town to implement as funding is available	Town of Windsor, Utility companies		Difficult to require due to cost; current standards require undergrounding w new development. This should be a block by block project.



WINDSOR DOWNTOWN DEVELOPMENT AUTHORITY

MEMORANDUM

Date: February 19, 2014
To: Downtown Development Authority Board of Directors
From: Patti Garcia, Town Clerk/Assistant to the Town Manager
Brett Walker, Associate Planner
Re: Façade Improvement Program document & application
Item #:

Background / Discussion:

On January 29, 2014, Lucia Liley, DDA Attorney, and Town staff presented information on both a Façade Tax Increment Program (FTIP) and Façade Grant Program (FGP). At that meeting the Board gave staff direction to revise the evaluation criteria and draft guidelines for both the FTIP and FGP.

The program guidelines are attached to this memo. Outstanding items that the Board should consider today are identified in **bold** type. At last month's meeting, staff had suggested that the Board tentatively adopt FTIP and FGP programs today, and send drafts of the program to the Windsor Town Board, Planning Commission, and Historic Preservation Commission for their review and provide them an opportunity to comment on the programs. If the Board decides to do this, a formal vote adopting the programs would occur at the March 19, 2014 DDA Board meeting.

Financial Impact:

Up to \$100,000 in 2014 for the FGP depending on the number of projects and amounts funded. The FTIP does not require any money to be budgeted on an annual basis. Those FTIP funds are distributed annually to the property/business owner after the Weld County Assessor has notified the DDA of the TIF generated for the individual property.

Recommendation:

Staff recommends that the DDA make decisions on outstanding items identified in the attached documents, and recommends that the draft program guidelines be distributed to the Town Board, Planning Commission, and Historic Preservation Commission for their review and opportunity to comment.

Attachments:

FTIP and FGP guidelines document and application



**POLICIES OF THE BOARD OF THE
WINDSOR DOWNTOWN DEVELOPMENT AUTHORITY
IN CONNECTION WITH THE
FAÇADE IMPROVEMENT PROGRAM**

The Façade Improvement Program of the Windsor Downtown Development Authority (DDA) is designed to assist property and business owners within the DDA boundary in the renovation of building facades in an effort to increase visitor counts, increase sales tax revenues, increase property values, and improve the aesthetics of individual storefronts and the downtown as a whole, all to be to be governed and administered in accordance with the following DDA Board (Board) policies.

Policy I: Façade Tax Increment Program and Façade Grant Program

- A. Façade Tax Increment Program: The Façade Improvement Program includes a Façade Tax Increment Program (FTIP) under which the Board considers investments in façade improvement projects within the DDA boundary which increase property tax increment. The FTIP provides funding based on either the total project costs, the supportable property tax increment or the cost of eligible project features in accordance with the Project Funding Guidelines set forth in Policy V.A.
- B. Façade Grant Program: The FIP also includes a Façade Grant Program (FGP) to encourage property owners within the DDA boundary to renovate the facades of their buildings. The Grant Program provides grants of up to 25% of the total cost of the façade renovation up to a maximum of \$_____ per façade [**Note: We recommend an amount less than Fort Collins, in the range of \$3,500 to \$20,000, since there is only a total of \$100,000 budgeted for 2014.**] in accordance with the Project Funding Guidelines set forth in Policy V.B.
- C. Project Funding in General: Both the FTIP and the FGP are funded by public monies. Proposals are not entitled to funding. Proposals are considered by the Board on a first-come, first-served, case-by-case basis and evaluated based on the ability of the project to further the goals of the DDA. Funding is at the discretion of the Board. Funding must be used on public improvements (i.e. improvements within a public right-of-way or easement) or eligible façade improvements.

Policy II: Program Funding

- A. FTIP: Funding for the FTIP is based on the available annual property tax increment from a particular project.
- B. FGP: Funding for the FGP is based on the amount budgeted annually by the Board.



C. Program Costs: There will be administrative costs associated with both the FTIP and the FGP, however, the DDA will recoup a portion of its legal fees incurred in connection with each project.

Policy III: Eligible and Ineligible Improvements/Expenditures

A. Public Improvements: All improvements within a public right-of-way or easement are eligible for DDA funding.

B. Façade Improvements: All façade improvements that are eligible for DDA investment through the FTIP and the FGP shall front a public street, alley or pedestrian way, or shall face an important public place.

C. Eligible Façade Improvements/Expenditures: Façade improvements/expenditures that are eligible for DDA investment through either the FTIP or the FGP include the following:

1. New awning or the renovation/restoration of existing awning;
2. Masonry repair;
3. Reparation and replacement of architectural details or materials;
4. Rehabilitation or compatible reconstruction of storefronts;
5. Removal of exterior surfaces that cover historic façade materials;
6. Exterior lighting; and
7. Exterior façade painting and/or paint removal.

C. Ineligible Façade Improvements/Expenditures: Façade improvements/expenditures that are not eligible for DDA investment through either the FTIP or the FGP include the following:

1. Interior rehabilitation unless deemed essential to the building's façade improvements;
2. Interior decorations;
3. Refinancing of debt;
4. Inventory and equipment;
5. General or routine maintenance and cleaning;
6. Business operations expenses;
7. Improvements made prior to grant approval; and
8. Horizontal materials or roofing materials (i.e. materials not visible from the public right of way).

Policy IV: Project Evaluation Criteria

A. Evaluation Criteria: The Board shall use the following criteria to evaluate proposals for DDA funding of façade improvement projects:



1. Quality of materials: The use of real or authentic building materials in the construction or renovation of the façade is required. Materials should be high quality, long-lasting, and “timeless”. For example, faux stone, stone veneer, and EIFS are not considered quality material.
2. Pedestrian friendly street presence: The façade should be scaled to the pedestrian. The first floor should be permeable, with windows encompassing a significant portion of the frontage. Blank walls, minimal variation, and minimal articulation are not acceptable.
3. Timeless design: Designs should be high quality and timeless. This does not mean that designs should incorporate unauthentic historic elements. The DDA is not looking for imitations of historic buildings. Non-historic buildings can propose contemporary designs, as long as the design will not lose appeal in a short duration of time.
4. Historic fabric of the building and immediate environs: The DDA does not require historic rehabilitations but property owners should be aware that façade changes to some buildings may require review/approval by the Windsor Historic Preservation Commission (HPC). All historic buildings that are a Local Landmark, or on a State or National Register must receive HPC approval of the proposed façade changes prior to being scheduled for evaluation by the Board. Façade changes to buildings that are eligible for a Local Landmark, or State or Federal Register shall be presented to the HPC. The HPC will review the proposed changes and submit comments on the project to the DDA. Properties that are currently designated as a historic site/building are required to obtain a *Landmark Alteration Certificate* prior to issuance of a building permit.
5. Green building principles: Although green building practices may not always be applicable to façade improvements, the DDA actively encourages green building practices whenever possible. The Board looks for green building principles that exceed minimum adopted codes. Examples of green building certifications include US Green Building Council’s LEED rating program, Energy Star, Sustainable Sites Initiative, and similar programs.
6. Deconstruction: The Board encourages contractor documentation of deconstruction methods that achieve the goal of minimizing construction and demolition waste from entering the landfill.



7. Location: The location of a project may be a key factor if it advances a particular goal(s) of the DDA's mission.
8. Use: Depending upon the Board's present goals, a particular use may be advantageous or disadvantageous in meeting those goals.
9. Consistency with DDA Mission and Plan of Development: Façade improvement projects shall be consistent with the adopted mission of the DDA and the objectives and purposes of the DDA Plan of Development.

Policy V: Project Funding Guidelines

A. FTIP:

1. Funding Formula: The amount of the DDA's funding of a façade improvement project through the FTIP shall be the lowest of the three following factors, as depicted on the attached Funding Guidelines graph:
 - An amount equal to 10% of the total value of the façade improvement project (as determined by the Assessor's valuation);
 - An amount equal to supportable property tax increment funds generated by the façade improvement project (up to 25% contribution for residential and up to 50% for commercial); and **[Note: This formula is based on the Fort Collins DDA program, which has chosen different percentages for residential and commercial projects because, at this time, there is quite a bit of residential development in the Fort Collins DDA boundary and residential development does not generate as much property tax revenue. You may want to consider a fixed percentage for both types of development to incentivize development of every kind; this would be a policy decision for the Board.]**
 - An amount equal to the total cost of the eligible features of façade improvement projects and any public improvements in the right-of-way.
2. Annual Reimbursement: The approved funding amount shall be paid in annual installments in accordance with an agreement with the DDA and based upon the actual property tax increment received by the DDA for the project.
3. Payment in Lieu: Façade improvement projects funded through the FTIP that do not generate sufficient annual property tax increment to reimburse the DDA for



its investment shall be required to make a payment in lieu of annual property tax increment.

- B. FGP: The amount of DDA's funding of a façade improvement project through the FGP shall be a maximum of 25% of the total cost of the façade improvements, up to a maximum of \$_____ per façade [**See note regarding amount in Policy I.B.**].
- C. Timing: The approved funding for any project through either program shall not be paid until after the project is constructed and a Certificate of Occupancy or a Certificate of Completion is issued.

Policy VI: Administration of FTIP and FGP

- A. DDA Staff: The DDA staff shall be responsible for administration of the FTIP and the FGP and for development of appropriate procedures and forms to implement such programs in accordance with these policies. Copies of the forms utilized by the Fort Collins DDA are attached hereto as examples of the type of forms that may be necessary for administration of such programs.
- B. Standard Terms: Each DDA investment through either the FTIP or the FGP shall require the property owner to, among other things, enter into an agreement with the DDA, grant to the DDA a property easement interest in the improved façade based on the amount of the DDA's investment, subordinate all other property interests in the improved façade to the DDA's easement interest, purchase a title insurance policy insuring the DDA's property easement interest, provide ongoing maintenance of and insurance for the façade improvements and covenant against alterations of the approved façade improvements without the DDA's consent. Terms of the agreement and easement are typically based on the following schedule:
- | | |
|-----------------------------|----------|
| From \$1 to \$25,000 | 5 years |
| From \$25,001 to \$50,000 | 10 years |
| From \$50,001 to \$100,000 | 15 years |
| From \$100,001 to \$200,000 | 20 years |
- C. Façade Monitoring Program: The DDA staff shall establish and administer a façade monitoring program for the purpose of ensuring compliance with the property owner's maintenance obligation and covenant against alterations during the term of the DDA's easement interest in each façade. A copy of the Façade Monitoring Program utilized by the Fort Collins DDA is attached hereto as an example of such program processes.

Policy VII: Discretion of the Board



The policies herein express the general intent and purpose of the Board regarding the Façade Improvement Program. The Board retains the right, in its sole discretion, to amend these policies to or vary their application to particular façade improvement projects provided that the overall result is consistent with the mission of the DDA and furtherance of the objectives and purposes of the DDA Plan of Development.

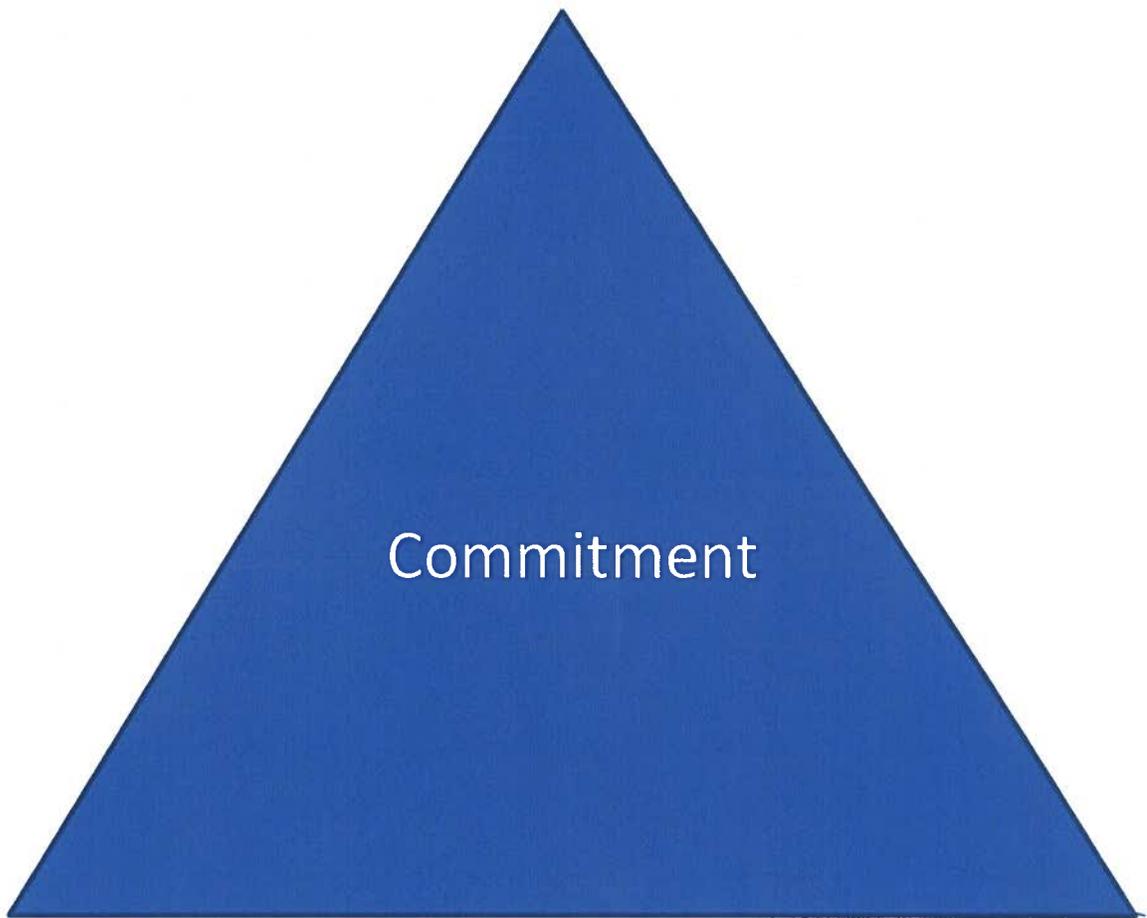
Attachments:

Funding Guidelines Graph
Sample Procedural Guidelines for DDA Staff
Sample form for FTIP Application
Sample form for FGP Application
Sample form for FTIP Project Commitment Worksheet
Sample form for FGP Project Commitment Worksheet
Sample form for Project Commitment Terms
Sample form for Closing Instructions for Project Owners
Sample form for Façade Agreement
Sample form for Grant of Easement for Façade
Sample Façade Monitoring Program

[Note: The attached samples are Fort Collins DDA documents that will need to be revised for the Windsor DDA's purposes.]

Funding Guidelines

**Supportable TIF
as projected by County Assessor**



**10% of Value of
Improvements
Rule of Thumb Policy.
Board may fund at more
or less than 10%**

**Eligible Features
Cost estimate provided
by owner's general
contractor.
(excludes soft costs)**

SAMPLE
Procedural Guidelines
for DDA Staff

A. Meet with Staff

Applicants must meet with DDA staff at least three (3) weeks prior to the DDA Board meeting at which the project will be reviewed. Applicants must submit the following information for project to be considered:

- a. Completed application, see attached document.
- b. A narrative describing the project, narrative should include:
 - i. A brief history of the site/building,
 - ii. A description of the work proposed,
 - iii. Responses to how the project meets each of the evaluation criteria listed below in the "Evaluation Criteria",
 - iv. The amount of funding requested from the DDA Board.
- c. Current photo(s) of the property and if applicable, historic photos
- d. Color façade elevation drawings with proposed materials called-out/labeled. Theses must be developed by a licensed professional architect.
- e. A detailed cost breakdown of the proposed façade improvement prepared by the design architect and/or contractor.
- f. The investment from the DDA may not be used for soft cost such as architectural, structural, electrical, or mechanical design fees; construction site amenities; surveying and staking; traffic controls; profit and overhead; any interior work; taxes, permits, or insurance.

Prior to meeting with the DDA, the applicant needs to meet with Town planning staff to determine the Town's approval process for any renovations. The Town's approval process may include a site plan approval and a review/approval by the Historic Preservation Commission. Assuming the Town requires site plan approval, the applicant will need to have submitted a site plan application and be nearing completion of the site plan process prior to applying for façade improvement program grant.

B. Prepare Board Packet

Upon approval by DDA staff, provide a digital copy (.pdf), of the packet submittal to the DDA no later than two weeks prior to the scheduled DDA Board meeting.

C. Attendance by Owner and Representatives at Board Meeting

The project owner or authorized representative will be required to make a brief (5-10 minute) presentation to the DDA Board. This presentation should highlight the aspects of the project in the context of the downtown environment. Please note that the board members will receive the application and documentation in advance of the board meeting and will be familiar with the details of the project.

**SAMPLE
Procedural Guidelines
For DDA Staff**

WHAT HAPPENS AFTER APPROVAL

If the DDA Board approves a tax increment investment for your property, the commitment is valid for one calendar year from the date of the approval. The project owner or authorized representative may request from the Board of Directors one 12-month extension of the commitment. The extension request submitted to the DDA Executive Director, describing the reason for the delay, must be submitted in time to be considered by the Board at a regular monthly meeting held prior to the expiration of the commitment term, which at the latest would be 10 business days prior to the date of the regular monthly meeting scheduled to occur in the final month of the commitment. If granted, construction on the project must commence within the 12-month extension period or the DDA commitment will expire. If the project owner or authorized representative fails to make an extension request prior to the expiration of the commitment term, or is unable to commence construction on the project after being granted a 12-month extension, a new project proposal will need to be presented to the Board for consideration. This new proposal may be the same as the original or modified.

A meeting with the DDA staff and project owner or authorized representative will be necessary after the board approves the investment. Staff has prepared a notebook detailing all of the steps necessary for the project to receive the funds. At this meeting the DDA will provide to the applicant a **Project Commitment**. Upon completion of the project and submission of all DDA requirements for project reimbursement, a **Facade Agreement and Grant of Easement for Facades** will be drafted by DDA legal counsel. The easement terms are based on the value of the DDA funding commitment. The easement is passive. It requires the owner to maintain the façade, to get DDA approval of subsequent changes, and it gives the DDA the ability to make repairs and lien the property if the façade is not maintained. Terms of the agreement and easement are typically based on the following schedule:

From \$1 to \$25,000	5 years
From \$25,001 to \$50,000	10 years
From \$50,001 to \$100,000	15 years
From \$100,001 to \$499,000	20 years
From \$500,000 and higher	25 years

DDA funds will not be released until construction is 100 percent complete and all DDA requirements for project reimbursement are satisfied per the Project Closing Instructions.

Questions can be addressed to:

XXXX XXXXXX, Executive Director
970-XXX-XXXX

DOWNTOWN DEVELOPMENT AUTHORITY

TAX INCREMENT INVESTMENT APPLICATION

Date of Submittal: _____

Target DDA Board Meeting Date: _____

Applicant Name: _____

Address: _____

Phone: _____

E-mail: _____

Is Applicant the property owner? Yes No

Property Owner Name (if different from applicant): _____

Address: _____

Phone: _____

E-mail: _____

Property Address: _____

Architect: _____

Phone: _____

E-mail: _____

Contractor: _____

Phone: _____

E-mail: _____

Project Type:

- Historic rehabilitation**
- Commercial**
- Residential**
- Commercial and Residential**
- Corner Property**
- Street-facing Façade**
- Alley-facing Façade**
- Street and Alley-facing Facades**

Estimated Total Project Cost (please attach detailed cost break down on a separate page): _____

Funding requested from DDA: _____

Applicant Signature:

Applicant Title

Property Owner Signature (if different than Applicant Signature)

Property Owner Title

DOWNTOWN DEVELOPMENT AUTHORITY

FACADE GRANT APPLICATION

Date of Submittal: _____

Target DDA Board Meeting Date: _____

Applicant Name: _____

Is Applicant the property owner? Yes No

Address: _____

Phone: _____

E-mail: _____

Property Owner Name (if different from applicant): _____

Address: _____

Phone: _____

E-mail: _____

Property Address: _____

Architect: _____

Phone: _____

E-mail: _____

Contractor: _____

Phone: _____

E-mail: _____

Project Type:

- Historic rehabilitation**
- Commercial**
- Residential**
- Commercial and Residential**
- Corner Property**
- Street-facing Façade**
- Alley-facing Façade**
- Street and Alley-facing Facades**

Estimated Total Project Cost (please attach detailed cost break down on a separate page): _____

Funding requested from DDA: _____

Applicant Signature:

Applicant Title

Property Owner Signature (if different than Applicant Signature)

Property Owner Title

EXAMPLE

**DDA Commitment Worksheet
Tax Increment Investment**

Project Name: XXXXXX
Parcel #: XXXXX-XX-XXXX
Date: XX/XX/XX
Tax Year When Project Complete: Tax Year 201X, payable in 201X

	Owner's Cost Estimate	Notes
I. Eligible Features (excludes soft costs)		
A. Façade		
<i>Mason Street</i>		
1 General Conditions (excludes temp facilities and permit fees)	\$1,071	1
2 Fascia		
3 Soffit and Soffit Extension	\$4,020	
4 Paint	\$910	
5 Planters	\$4,375	
6 Storefront	\$18,000	
7 Patio Railing	\$1,955	
8 Electrical / Canopy Lighting	\$1,900	
9 Project Management / Labor	\$5,690	
Subtotal	\$37,921	
B. Right of Way		
<i>Mason Street</i>		
1 General Conditions (excludes temp facilities and permit fees)	\$2,460	
2 Sidewalk	\$3,500	
3 Landscaping	\$11,667	
4 Bike Racks (in the street)	\$11,500	
5 Curb and Gutters	\$3,325	
6 Storm Sewer	\$16,520	
7 Sprinkler Main	\$16,048	
8 Drive Approach	\$2,040	
9 Electric Service	\$4,560	
10 Relocate water meter	\$900	
11 Project Management / Labor	\$12,058	
Subtotal	\$84,578	
TOTAL ELIGIBLE FEATURES	\$122,499	
II. 10% Total Value of Improvements		
<i>(Rule of Thumb Policy. Board may fund at more than 10%.)</i>		
Total Value of Proposed Improvements (provided by County)	Amount \$768,637	2
	Ten Percent (10%) \$76,864	
III. Projected Tax Increment		
a. Gross Tax Increment		
Current Annual Property Tax Liability	\$7,028	
Annual Property Tax Liability at Construction Completion (by County Assessor)	\$22,191	3
Gross Annual Tax Increment (by County Assessor)	\$15,164	
Gross Tax Increment Generated (19 Years)	\$288,107	4
b. Net Tax Increment		
Gross Annual Tax Increment	\$15,164	
DDA 5 Mills (On Increment)	\$762	5
Net Annual Tax Increment	\$14,402	
Net Tax Increment Generated (19 Years)	\$273,637	
c. Supportable Tax Increment		
<i>Note: Shareback Effective Tax Year 2012, payable 2019</i>		
City of Ft Collins and GID No. 1 (100%)	\$36,749	
County, PVH, Library (50%)	\$42,756	6
PSD (50%)	\$75,888	6
DDA Tax Increment Shareback Generated (19 years)	\$155,193	
7.0% Finance Charge	\$10,864	6
DDA Supportable Tax Increment Generated (19 years)	\$144,330	

SUMMARY		Notes
Staff Recommended Funding Level	\$72,165	Z
Recommendation to DDA Supportable Tax Increment	50.00%	
Tax Increment shared with Other Taxing Entities	\$118,444	
Percentage of TI - Other Taxing Entities to Net Tax Increment Generated	43.29%	
Tax Increment available for other DDA Projects (at staff recommended funding level)	\$72,165	
Percentage of TI Available for other DDA Projects to DDA Supportable Tax Increment	50.00%	
Percentage of Eligible Features to:		
Total Value of Improvements	15.94%	
Gross Tax Increment	42.52%	
Net Tax Increment	44.77%	
Supportable Tax Increment	84.87%	
Percentage of Staff Recommended Funding Level to:		
Total Value of Improvements	9.39%	
Gross Tax Increment	23.05%	
Net Tax Increment	26.37%	
Supportable Tax Increment	50.00%	

Notes

1	Information for Item Description and Cost Estimate is taken from the Project Owner's cost worksheet prepared by the design architect and/or contractor
2	Information for Total Value of Proposed Improvements is taken from the Larimer County's Assessors worksheet prepared for the specific parcel(s)
3	To determine the amount available for Investment, the DDA must receive a projection of Annual Property Tax Liability prepared by the Larimer County Assessor specific to the parcel(s) on which the Improvements are being made. The typical method used by the Assessor to project the annual tax liability at completion is the Income appraisal approach, which will require the project owner to have a fairly good idea of what future lease rates will be for rentable space when the project opens, or the unit value if there are condominium units that will be offered for sale. The difference between annual property tax at completion and the current annual property tax is the Gross Tax Increment.
4	The DDA uses the Assessor's projection of annual tax increment to forecast the Gross Tax Increment generated by the project during the remaining life of the tax increment fund, which ends 2031. The tax increment does not begin flowing until the project is officially acknowledged by the Assessor on the tax roles, so this forecast must consider variables such as the timing of completion and the percent complete if the construction process overlaps with an Assessor's re-appraisal cycle.
5	Once the Gross Tax Increment forecast is established, the DDA subtracts out the DDA's 5 mills property tax levy over the term of the tax increment collection period to determine the Net Tax Increment. The step to subtract out the 5 mill property tax levy reflects the step taken by the Assessor when following the Division of Taxation rules for calculating tax increment for the overall DDA district.
6	With the net tax increment established, the DDA then factors out the following to determine the Supportable Tax Increment that will be available to the DDA as a result of the taxable improvements made to the property: 1. subtract out 50% shareback of tax increment with Larimer County, Poudre School District, Library District, etc. over the remaining term of the tax increment fund 2. subtract out the cost of capital financing for the DDA to bring the funds to the project as a reimbursement to the project owner at the completion of construction
7	The DDA will look at three main factors when determining how much it will invest in a Tax Increment Investment: 1) supportable tax increment (up to 25% contribution for residential, up to 50% for commercial) 2) 10% of the total value of improvements (as determined by the Assessor's valuation) and 3) total amount of eligible features for facade improvements and public improvements in the right-of-way. If the project is mixed-use, the DDA will pro-rate #1 between residential uses and commercial uses to accommodate the Board's policy. The DDA looks to fund the lowest amount of these 3 factors.

**SAMPLE
FGP Project Commitment
Worksheet**

EXAMPLE

DDA Commitment Worksheet
Façade Grant Investment
 Project Name: XXXXX
 Date: XX/XX/XX

I. Eligible Features		<i>Owner's Cost Estimate</i>
A. West Façade	Item Description	
	1 Demolition of 12 Columns and 22 Bases (including labor and transportation)	\$7,786
	2 Replacement of 12 Columns with new buff limestone (including labor and transportation)	\$19,884
	3 Replacement of 22 Bases with new buff limestone (including labor and transportation)	\$5,031
	4 Stone Materials	\$27,855
	5 Repair and repaint - adjacent woodwork	\$5,000
	6 Project Management	\$3,000
	Subtotal	\$68,555
	25% Eligible Costs (Max allowable = \$50,000)	\$17,139
Staff Recommendation Façade Grant		\$17,139

Information for Item Description and Cost is taken from the Project Owner's cost breakdown prepared by the design architect and/or contractor



PROJECT COMMITMENT TERMS

The Downtown Development Authority (DDA) Board of Directors makes this preliminary commitment to participate in the _____ project based upon the following terms:

1. The commitment by the DDA is for a period of 12 months commencing on the date the Board of Directors votes in favor of participation. Construction on this project must commence within 12 months. If this project is being funded from administrative resources, it is contingent upon re-appropriation of funds by City Council if the 12-month period extends into the next budget year. If this project is being funded through a tax increment debt instrument, the DDA commitment is contingent upon available funds and approval by City Council.
Funding type: TIF Façade Grant
2. The project owner must provide the DDA with periodic updates, the frequency to be determined on a case-by-case basis.
3. DDA legal fees will be deducted from the gross DDA commitment to the project at the lesser of either the actual cost of the legal services or 5% of the total DDA commitment to the project.
4. The project owner or authorized representative may request from the Board of Directors one 12-month extension of the commitment. The extension request submitted to the DDA Executive Director, describing the reason for the delay, must be submitted in time to be considered by the Board at a regular monthly meeting held prior to the expiration of the commitment term, which at the latest would be 10 business days prior to the date of the regular monthly meeting scheduled to occur in the final month of the commitment. If granted, construction on the project must commence within the 12-month extension period or the DDA commitment will expire. If the project owner or authorized representative fails to make an extension request prior to the expiration of the commitment term, or is unable to commence construction on the project after being granted a 12-month extension, a new project proposal will need to be presented to the Board for consideration. This new proposal may be the same as the original or modified.
5. If there is a change in project ownership, the continuation of this commitment requires notice to the Downtown Development Authority and the Board may, at its sole discretion, require reconsideration of the DDA commitment.
6. If a TIF project, a reduction in the private investment for taxable improvements as identified on Larimer County Assessor tax increment worksheet, here declared at \$_____ of more than 10 percent requires reconsideration of the Authority's commitment by the Board of Directors.
7. For projects requiring execution of a façade agreement and grant of façade easement, the DDA requires the project owner or authorized representative to pay the costs of a title insurance policy, including mechanics lien coverage, and the Clerk and Recorder's fees for recording of the facade agreement and grant of facade easement. North American Title Company will provide the title services unless a preference for services by another service provider is stated in writing by the project owner upon execution of these Project Commitment Terms. Upon completion of the project, the property owner will be required to submit certain financial information to North American Title Company including, but not

necessarily limited to, those items listed on the attached letter from North American Title Company for their evaluation in connection with the request for mechanics lien coverage. If another title company is used, the project owner will be responsible for determining what requirements that company may have and for providing the necessary materials.

8. This commitment is contingent upon the completed project being consistent in scope, use, and design with that presented to the Board at the time this commitment was made.
9. This commitment is expressly contingent upon the fulfillment of all the terms of, acceptance of, and execution of an agreement between the Downtown Development Authority and the project owner(s).
10. For projects with off-site public improvements, constructed in whole or in part with DDA funds, this commitment is subject to provisions in the agreement that will be executed between the project owner and the DDA, which allow the DDA to receive third-party reimbursements for the public improvements it has funded in accordance with the reimbursement policies established by the City of Fort Collins.

The DDA commitment is for:

Up to \$ _____ for eligible features on the _____ façade(s) of the building and up to \$ _____ for eligible features in the public right of way.

Release of funds is contingent upon owner submission of all DDA requirements for project reimbursement, including actual cost accounting of eligible materials with documentation; evidence of certificate of completion or certificate of occupancy issued by City of Fort Collins; acceptance of public improvements within the rights-of-way by the City of Fort Collins, certificate of liability insurance and grant of façade easements by the owner, and where applicable, contractor documentation of deconstruction as a method for minimizing construction and demolition waste from entering the landfill.

The date of this commitment is: _____

Project Owner
Please Print Name and Title

Name, Executive Director
Downtown Development Authority

Signature

Closing Instructions for Project Owners

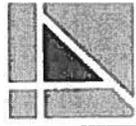
The following are items you will need to submit to the DDA before the project Agreement and Façade Easement documents can be finalized by the DDA's legal counsel, and before the DDA will release funds committed to your project.

While you are working on your project, you can submit the following:

1. Full name and address of the person or entity (and tax ID number) that owns the project.
2. If the project owner is a legal entity such as an LLC, LLP, etc. please provide a copy from the specific section of the Articles of Organization, Operating Agreement or Statement of Authorization that identifies the managing person(s) that has the authority to execute instruments, or bind the entity.
3. Statement that identifies the full legal description of your property as found on an officially recorded document by the Larimer County Clerk and Recorder. Make sure this statement reflects the legal description that will apply when your project is complete.

When you have completed your project, please notify the DDA Project Manager _____ via email (_____@fcgov.com) that construction is complete and submit the following:

4. Copy of Certificate of Occupancy or Certificate of Completion issued by the City of Fort Collins.
5. Detailed accounting of the actual costs of construction, prepared by your contractor or architect/designer, for items that are eligible for DDA reimbursement. The actual cost spreadsheet should be submitted in the same format, or as close as possible, and with the same level of detail as the estimate of costs that were presented in the proposal approved by the DDA Board. Copies of bills submitted to the contractor by sub-contractors shall also be submitted as proof of actual expenditure.
6. A site visit will be conducted by DDA staff to ensure that the project was constructed according to the design the DDA Board approved. Staff will email an inspection summary to the owner. A response to any issues raised will be needed.
7. Title Company requirements must be submitted to the Title Company in the enclosed envelope.
8. Name and address of the entity (with Tax ID number) or person (with Social Security number) to be identified as the payee on the reimbursement check. (Please contact DDA staff if more than one payee.) Submit a W-9.
9. Copy of current year Certificate of Liability Insurance (Acord 25). This certificate should identify property and casualty minimum coverage limits equal to the full insurable value of the property and façade improvements, and general liability coverage in connection with the property and façade improvements in amounts equal to the maximum amount of recovery against public entities and employees under the Colorado Governmental Immunity Act (C.R.S. 24-10-101 et. Seq.) The certificate must also identify the Fort Collins DDA, 19 Old Town Square Suite 230, Fort Collins, 80524; and City of Fort Collins, PO Box 280 Fort Collins, CO 80522 as additionally insured.



dda

DOWNTOWN DEVELOPMENT AUTHORITY
FORT COLLINS, COLORADO

10. It is required that project owners cover expenses for the title insurance premium, and Larimer County Clerk/Recorder recording fees for the agreement and façade easement. You will be notified in the days leading up to the final closing date of the amounts needed to cover these expenses.

If you have any questions about these instructions please call _____ Project Manager at 970-419-____ or email at _____@fcgov.com. Please be aware that the drafting of the legal agreement typically takes 6-8 weeks.

**SAMPLE
Façade Agreement**

FACADE AGREEMENT

This FACADE AGREEMENT ("Agreement") is made and entered into this 12th day of October, 2012, by and between THE FORT COLLINS, COLORADO DOWNTOWN DEVELOPMENT AUTHORITY, a body corporate and politic, 19 Old Town Square, Suite #230, Fort Collins, CO 80524 (the "DDA"); and MASON 415, LLC, a Colorado limited liability company, 119 North Loomis Avenue, Fort Collins, CO 80521 ("Owner").

WITNESSETH:

WHEREAS, Owner is the owner of the building and the property on which it sits located at 415 S. Mason Street, Fort Collins, CO 80524, and more particularly described as:

THE SOUTH 140.4 FEET OF THE EAST 47.5 FEET OF LOTS 5,
6 AND 7, BLOCK 104, CITY OF FORT COLLINS, COUNTY OF
LARIMER, STATE OF COLORADO;

(referred to herein as "the Property") which lies within the boundaries of the DDA and which the Owner has improved with high quality facade elements and materials, and by the construction of improvements in the public right-of-way adjacent to the Property; and

WHEREAS, FirstBank, Colorado Lending Source, Ltd., and United States Small Business Administration are the lienholders of record on the Property ("Lienholders"); and

WHEREAS, MASON STREET FIVE, LLC is a tenant of the Property ("Tenant"); and

WHEREAS, pursuant to C.R.S. §31-25-808, the DDA has the authority to acquire by purchase, lease, option, gift, grant, devise or otherwise an easement on, over and across any property; and

WHEREAS, in accordance with the legislative purpose of downtown development authorities as set forth in C.R.S. §31-25-801, the DDA has a substantial interest in the development, redevelopment, and renovation of property within its boundaries; and

WHEREAS, the DDA has agreed to reimburse the total actual costs of certain improvements within the public right-of-way generally consisting of public utility improvements, sidewalks, and landscaping (the "Public Improvements") up to a maximum of Thirty Three Thousand, Six Hundred Eighty-Six Dollars (\$33,686); and


334-9078

WHEREAS, the DDA has agreed to pay certain monies to the Owner equal to the total of the actual construction costs of the Façade Improvements, as hereinafter defined, up to a maximum of Thirty One Thousand Three Hundred Fourteen Dollars (\$31,314) as the purchase price for the DDA to acquire the Façade Easement as hereinafter defined, in exchange for certain commitments from the Owner in connection with the design, construction, maintenance and use of such improvements which exceed normal development requirements and create a strong pedestrian orientation and its commitment to pay the DDA's legal fees and expenses in connection herewith; and

WHEREAS, the Board of Directors of the DDA, at a duly-convened meeting, determined that this Agreement is consistent with the goals and purposes of the DDA and thereupon approved the terms of this Agreement and authorized the Chairperson of the Board of the DDA to execute it.

NOW, THEREFORE, by and in consideration of the above premises and the within terms and conditions, the parties hereto agree as follows:

1. **FACADE IMPROVEMENTS**

In contemplation of this Agreement, the Owner has caused a facade to be designed for the east-facing portion of the Property, consistent with the design set forth in the Exterior Façade Proposal (Exhibit "A-1), the Site Plan (Exhibit "A-2") and the photograph of the façade (Exhibit "A-3") attached hereto and incorporated herein by this reference ("Façade Improvements") and, further, has caused the Façade Improvements to be constructed substantially in accordance with the approved designs therefor.

2. **FACADE EASEMENT**

The Owner agrees to grant, and the DDA agrees to acquire an easement on, over and across the east façade of the Property for the purpose of preserving same, for structural support of the façade and for maintenance thereof in accordance with the terms of this Agreement (the "Façade Easement"). The Façade Easement shall be in substantially the form set forth on Exhibit "B", attached hereto.

3. **TITLE INSURANCE COMMITMENT**

Execution of this Agreement by the DDA shall be expressly contingent upon the delivery to, and approval by, the DDA, at the expense of the Owner, of a title insurance commitment issued by a title insurance company licensed by the State of Colorado and doing business in Larimer County, Colorado, showing the status of record title to the Property (the "Title Commitment"). The Title Commitment shall commit to insure title to the Façade Easement in the DDA in the amount of the purchase price for the Façade

Easement. The Title Commitment shall further commit to provide protection to the DDA against any lien, or right to a lien, imposed by law and not shown by the public records, and for services, labor or material furnished prior to acquisition of the Façade Easement. Owner agrees to timely produce, deliver and/or execute such documents as may be required by the title company for issuance of the Title Commitment or insurance policy related thereto. Payment by the DDA to Owner of any sum due under this Agreement prior to receipt by the DDA of all such documents shall not constitute a waiver of such requirement, which requirement shall continue until a properly issued title insurance policy based upon the Title Commitment is in effect.

4. PAYMENT OF PUBLIC AND FACADE IMPROVEMENT COSTS

The DDA has received from the Owner an accurate and detailed accounting of the actual costs of the Public Improvements in the amount of Thirty Three Thousand, Six Hundred Eighty-six Dollars (\$33, 686), and an accurate and detailed accounting of the actual costs to construct the Façade Improvements in the amount of Thirty One Thousand Three Hundred Fourteen Dollars (\$31,314). Therefore, upon the occurrence of all of the following events, the DDA shall pay to the Owner the sum of Sixty Five Thousand Dollars (\$65,000) and shall deduct therefrom the amount of \$1,500 for legal fees and expenses incurred by the DDA in connection therewith:

4.1 Adoption by the City Council of the City of Fort Collins, Colorado ("City") of an ordinance approving the appropriation of sufficient funds to the DDA to fund reimbursement of the costs of the Public Improvements and the acquisition of the Façade Easement;

4.2 Receipt by the Owner of a Certificate of Occupancy and a Letter of Completion from the City for the Property;

4.3 Approval by the DDA of the completed Public Improvements and the completed Façade Improvements in accordance with the approved designs therefor;

4.4 Payment by the Owner of the premium for issuance of the title insurance policy based on the Title Commitment to be provided upon execution of this Agreement; and

4.5 Receipt by the DDA of the Façade Easement for the Façade Improvements in the form attached hereto as Exhibit "B" and incorporated herein by reference, which shall include signatures of all persons then having an ownership interest in the Property and consented to in writing by the Lienholders and all other lienholders of record on the date of execution of the Façade Easement, as well as by the Tenant and any other lessees of the Property on such date.

5. THE OWNER'S CONTINUING OBLIGATIONS

The following provisions of this Section 5 (i.e. Sections 5.1 through 5.5 inclusive) shall apply to the Property and shall be binding upon all future legal owners of the Property during the term of this Agreement and the Façade Easement.

5.1 Maintenance. The Façade Easement shall be for a period of fifteen (15) years, commencing upon the execution of the same. Pursuant to this Agreement and the Façade Easement, the Owner shall be obligated to maintain and repair the Façade Improvements, including replacement of all or a part thereof if necessary, in a manner which will preserve the Façade Improvements in substantially the same condition as that existing at the time of completion of the Façade Improvements. The Owner shall further be obligated to maintain the Property to the extent required to provide structural support for the Façade Improvements. The DDA shall have no maintenance obligation whatsoever for the Façade Improvements or the Property and shall not be liable in any manner for any costs associated with the Façade Improvements or the Property.

In the event that Owner, or its successors or assigns, shall fail to maintain and repair the Facade Improvements (or the Property to provide support for the Facade Improvements) as required herein, the DDA shall give written notice to Owner, or its successors and assigns, requiring Owner to commence the requested maintenance and repair within ten (10) days of receipt of such notice and to diligently complete such maintenance and repair within a reasonable amount of time thereafter as specified in such notice. If such work is not commenced or is not completed as required by such notice, the DDA may, in its sole discretion, cause such work to be completed and may thereafter assess the entire cost of such work against Owner, or its successors and assigns. The DDA shall have a lien on the Property to secure any amount owed to it for repair and maintenance performed by it on account of the failure to maintain and repair the Facade Improvements or the Property as required herein, and such lien may be foreclosed as provided by law for the foreclosure of real estate mortgages.

5.2 Indemnification. The Owner shall indemnify and hold the DDA and the City harmless from and against any damage, liability, loss or expense (including attorneys' fees) incurred by the DDA or the City arising out of, or in any way connected with the Façade Improvements, their use, maintenance, repair or replacement, except with regard to any use, maintenance, repair or replacement made by the DDA or the City, or their employees, agents or contractors, or caused by the gross negligence or willful misconduct of the DDA or the City, or their employees, agents or contractors.

5.3 Insurance. The Owner shall purchase and maintain property and casualty insurance on the Property, including the Façade Improvements, to the full insurable value thereof. The Owner shall further purchase and maintain general liability coverage in connection with the Property, including the Façade Improvements, in amounts at least equal to the maximum amount of recovery against public entities and employees under the Colorado Governmental Immunity Act (C.R.S. §24-10-101 et seq.) and any amendments to such limits which may from time to time be made. The DDA and the City shall be named as additional insureds on all such policies. All insurance required hereunder shall be issued by an insurance company authorized to do business in Colorado which meets all of the requirements of the Division of Insurance for that purpose. The DDA or the City may periodically require from the Owner proof of the insurance coverage required herein.

5.4 Annual Certification of Assessed Valuation/Payment in Lieu of Taxes. Commencing for the tax year 2012, payable in 2013, and continuing through tax year 2022 payable in 2023, the Owner shall annually certify to the Larimer County Treasurer and shall provide a copy of such certification to the DDA, no later than January 2nd of the following year, an assessed value for the Property sufficient to generate actual real property tax increment revenue for each tax year of at least Sixteen Thousand Eight Hundred Eighty Three Dollars (\$16,883) until the total real property tax increment revenues generated by the Property and delivered into the City's DDA Tax Increment Fund total Sixty Five Thousand Dollars (\$65,000) or through December 31, 2023, whichever shall first occur. During the period in which certifications are required to be made, the Owner covenants not to seek any reduction in assessed valuation of the Property for property tax purposes which would reduce such value below the amounts required to produce the minimum tax revenues described herein, including, by way of example and without limitation, protesting or appealing a determination of the Larimer County Assessor's Office regarding the value of the Property, or application to a governmental entity seeking an exemption from real property taxation for or related to the Property. The Owner further covenants not to seek an abatement of taxes paid on the Property for the tax year 2011 through 2022, which, if ultimately successful, would result in such a reduction of tax revenues. In the event that the real property tax increment monies for the Property are insufficient for any reason to generate the minimum annual revenues required in this Section 5.4 for any applicable tax year for any reason whatsoever, including, by way of example the lease of the Property to a nonprofit corporation, governmental entity or other entity or person which is exempt, in whole or in part, from real property taxation, the respective owner of the Property, no later than April 30th of the year immediately following such tax year, shall make a payment in lieu of taxes in an amount equal to any such revenue shortfall to the DDA to be placed in the DDA Tax Increment Fund. In the event any required payment in lieu of taxes is not timely made, then the DDA shall have a lien on the Property, junior to any existing bona fide liens of record against the Property, to secure any amount owed to it to provide the minimum annual revenues required in this Section 5.4, and the DDA may record a notice

of, and may foreclose such lien as provided by law and rules of court for the foreclosure of real estate mortgages.

5.5 Environmental Conditions Liability. The Owner specifically represents that to the best of its knowledge, as of the date of this Agreement, all portions of the Property are in compliance with all environmental protection and anti-pollution laws, rules, regulations, orders or requirements, including solid waste requirements, as defined by the U. S. Environmental Protection Agency Regulations at 40 C.F.R., Part 261, and that the Property is in compliance with all such requirements pertaining to the disposal or existence in or on such Property of any hazardous substances, pollutants or contaminants, as defined by the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, and regulations promulgated thereunder. The Owner, for itself and its successor(s) in interest, does hereby indemnify and hold harmless the DDA from and against any damage, liability, loss or expense (including attorneys' fees and costs) incurred by the DDA arising out of, or in any way connected with the environmental conditions on, of or affecting the Property that exist as of the date of this Agreement. The DDA agrees to give notice to the Owner of any claim made against them to which this indemnity and hold harmless agreement by the Owner could apply, and the Owner shall have the right to defend any lawsuit based on such claim and to settle any such claim provided Owner must obtain a complete discharge of all DDA liability through such settlement.

6. RESTRICTIVE COVENANT AGAINST ALTERATIONS

No alteration of the Facade Improvements including, without limitation, alterations of or additions to the canopies or signage approved by the DDA and shown on Exhibits "A-1", "A-2", "A-3" shall be made without the express written approval of the DDA, which approval shall not be unreasonably withheld. The DDA, in considering such requests, shall take into account the reasons for such request and whether the requested alteration is consistent with the character of the approved designs for the Facade Improvements or is otherwise compatible with the character of the redeveloped properties within the downtown as well as the specific area in which the Property is located. The DDA shall not remove or alter the Facade Improvements except in performing any maintenance or repair thereof in accordance with this Facade Easement. Owner shall be responsible for ensuring compliance with this Section 6 by the Tenant, as well as any future lessees or other occupants of the Property, and shall promptly take all such corrective action as may be necessary to remedy any violation hereof.

7. TENANT NOTIFICATION, TERMS OF LEASE AGREEMENTS.

Owner agrees that any lease agreements for the Property entered into after execution hereof shall be consistent with the terms and conditions of this Agreement and the Facade Easement, and shall have incorporated therein all applicable requirements and

restrictions of such documents regarding use and occupancy of the Property, including, by way of example and without limitation, the restrictions on alterations contained in Section 6 above and Section 5 of the Façade Easement.

8. TERM

The term of this Agreement shall be for a period of fifteen (15) years commencing upon the execution of the same (the "Term").

9. COVENANTS

The provisions of this Agreement and the burdens and benefits herein shall be covenants running with the Property and shall inure to the benefit of, and be binding upon, the Owner, the Tenant, and all future owners and lessees of the Property during the Term. Upon expiration of the Term, this Agreement shall terminate and no longer affect title to the Property. This Agreement shall be recorded with the Clerk and Recorder of Larimer County, Colorado, and the costs of recording shall be paid by the Owner.

10. ANNUAL APPROPRIATION

All financial obligations of the City or the DDA arising under this Agreement that are payable after the current fiscal year are contingent upon funds for that purpose being annually appropriated, budgeted and otherwise made available by the City Council of the City, in its discretion, and/or the Board of Directors of the DDA, in its discretion, as applicable.

11. SUCCESSOR ENTITY TO THE DDA

In the event that the legal existence of the DDA terminates during the Term of this Agreement, it is expressly acknowledged by all the parties hereto that the City is designated the DDA's successor entity, and all rights and obligations of the DDA set forth herein shall thereupon become the rights and obligations of the City.

12. THE CITY AS THIRD-PARTY BENEFICIARY

It is expressly acknowledged by the parties hereto that the City is a third-party beneficiary to this Agreement and shall be entitled to enforce any and all provisions of this Agreement in the same manner as the DDA.

13. NOTICES

All notices which may be given to parties hereunder shall be in writing and shall be sent to the parties at the address specified below:

DDA: The Fort Collins, Colorado
Downtown Development Authority
Attn: Executive Director
19 Old Town Square, #230
Fort Collins, CO 80524

With a copy to: John P. Frey, Esq.
Frey, McCargar, Plock & Root, LLC
131 Lincoln Avenue
Fort Collins, CO 80521

Owner: Mason 415, LLC
Attn: Andre Mouton
119 Loomis Street
Fort Collins, CO 80521

Lienholders: FIRSTBANK
10403 West Colfax
Lakewood, CO 80215

COLORADO LENDING SOURCE, LTD.
518 17th Street, Unit 1800
Denver, CO 80202

UNITED STATES
SMALL BUSINESS ADMINISTRATION
721 19th Street, Suite 426
Denver, CO 80202

Tenant: Mason Street Five, LLC
Attn: Andre Mouton
119b Loomis Street
Fort Collins, CO 80521

or to any change of address given in writing by one party or the other.

14. ATTORNEYS' FEES AND COSTS

Should any party default in any of the covenants or obligations in this Agreement, the defaulting party will pay reasonable expenses or enforcing this Agreement, including reasonable attorneys' fees.

15. GOVERNING LAW

This Agreement shall be governed by, and its terms construed under, the laws of Colorado.

16. BINDING EFFECT

This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the parties hereto.

DATED the date as set forth above.

DDA:

THE FORT COLLINS, COLORADO
DOWNTOWN DEVELOPMENT
AUTHORITY, a body corporate and politic

By:

[Signature]
Wynne Odell, Chairperson

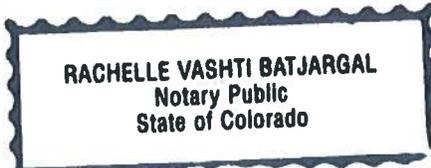
ATTEST:

By: [Signature]
Bill Sears, Secretary

COUNTY OF LARIMER)
)ss:
STATE OF COLORADO)

The foregoing instrument was acknowledged before me this 17 day of October, 2012, by Wynne Odell, Chairperson of The Fort Collins, Colorado Downtown Development Authority, a body corporate and politic.

Witness my hand and official seal.



[Signature]
Notary Public
My commission expires: 01/28/2015

LIENHOLDER:

COLORADO LENDING SOURCE, LTD.

By: [Signature]
Printed Name: MIKE O'DONNELL
Title: EXECUTIVE DIRECTOR

STATE OF Colorado)
)ss:
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 10th day of October, 2012, by MIKE O'DONNELL as Executive Director of Colorado Lending Source, Ltd.

Witness my hand and official seal.



[Signature]
Notary Public
My Commission expires: 11-29-2013

LIENHOLDER:

ADMINISTRATOR, UNITED STATES
SMALL BUSINESS ADMINISTRATION
AN AGENCY OF THE UNITED STATES

Date: October 10, 2013

By: [Signature]
Michelle Ferrero

STATE OF CALIFORNIA)
)ss:
COUNTY OF FRESNO)

On October 10, 2012 before me, SANDRA WINTERS, a Notary Public, personally appeared MICHELLE SERRANO, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Sandra Winters

**SAMPLE
Grant of Easement
For Facade**

GRANT OF EASEMENT FOR FACADE

Mason 415, LLC, a Colorado limited liability company ("Grantor") is the owner of the following described real property located in the City of Fort Collins, County of Larimer, State of Colorado:

S 140.4 FT of E 47.5 FT of Lots 5 through 7, Block 104,
City of Fort Collins, County of Larimer, State of Colorado.

(hereinafter referred to as the "Property"). The street address of the Property is 415 S. Mason Street, Fort Collins, Colorado 80524; and

Grantor does hereby grant and convey, in accordance with the following terms and conditions, to The Fort Collins, Colorado Downtown Development Authority, a body corporate and politic (the "DDA"), an easement over and across that portion of the Property constituting the east facade of the Property, for the purpose of entering on, over and across the Property to preserve and maintain the Facade Improvements, as hereinafter defined, in accordance with the terms of this Grant of Easement for Facade ("Facade Easement").

1. TERM

The term of this Facade Easement shall be for a period of fifteen (15) years, commencing upon execution of the same (the "Term").

2. COVENANT

The provisions of this Facade Easement shall apply to the Property and shall be binding upon the Grantor, the Tenant and all future owners and lessees of the Property during the Term. Upon expiration of the Term, this Facade Easement shall terminate and no longer affect title to the Property. This Facade Easement shall be recorded with the Clerk and Recorder of Larimer County, Colorado, and the costs of recording shall be paid by the Grantor.

3. FACADE IMPROVEMENTS

The Facade Improvements shall consist of the east facade of the Property including all structural support materials, exterior walls, facia, soffits, doors, windows, and, specifically, all signage and canopies for the Grantor or tenants of the Property


334-9048

consistent with the façade plans and designs attached hereto and incorporated herein as Exhibits "A-1", "A-2" and "A-3" (the "Facade Improvements").

4. MAINTENANCE

Grantor shall be obligated to maintain and repair the Facade Improvements, including replacement of all or a part thereof if necessary, in a manner which will preserve the Facade Improvements in substantially the same condition as that existing at the time of the completion of the Facade Improvements. The Grantor shall further be obligated to maintain and repair the Property to the extent required to provide structural support for the Facade Improvements. The DDA shall have no maintenance obligation whatsoever for the Facade Improvements or the Property and shall not be liable in any manner for any costs associated with the Facade Improvements or the Property.

In the event that Grantor, or its successors and assigns, shall fail to maintain and repair the Facade Improvements (or the Property to provide support for the Facade Improvements) as required herein, the DDA shall give written notice to Grantor or its successors and assigns, requiring Grantor to commence the requested maintenance and repair within ten (10) days of receipt of such notice and to diligently complete such maintenance and repair within a reasonable amount of time thereafter as specified in such notice. If such work is not commenced or is not completed as required by such notice, the DDA may, in its sole discretion, cause such work to be completed and may thereafter assess the entire cost of such work against Grantor or its successors and assigns. The DDA shall have a lien on the Property to secure any amount owed to it for repair and maintenance performed by it on account of the failure to maintain and repair the Facade Improvements or the Property as required herein, and such lien may be foreclosed as provided by law for the foreclosure of real estate mortgages.

5. RESTRICTIVE COVENANT AGAINST ALTERATIONS

No alteration of the Facade Improvements including, without limitation, alterations of or additions to the signage or canopies approved by the DDA and shown on Exhibits "A-1", "A-2" and "A-3", shall be made without the express written approval of the DDA, which approval shall not be unreasonably withheld. The DDA, in considering such requests, shall take into account the reasons for such request and whether the requested alteration is consistent with the historic character of the approved design for the Facade Improvements or otherwise is compatible with the character of the redeveloped properties within the downtown as well as the specific area in which the Property is located. The DDA shall not remove or alter the Facade Improvements except in performing any maintenance or repair thereof in accordance with this Facade Easement.

6. INDEMNIFICATION

Grantor, or its successors and assigns, shall indemnify and hold harmless the DDA and the City of Fort Collins, Colorado (the "City") from and against any damage, liability, loss or expense (including attorneys' fees) incurred by the DDA or the City arising out of or in any way connected with the Façade Improvements, their use, maintenance, repair or replacement, except with regard to any use, maintenance, repair or replacement made by the DDA or the City, or their employees, agents or contractors, or caused by the gross negligence or willful misconduct of the DDA or the City, or their employees, agents or contractors. Further, Grantor, or its successors and assigns, shall indemnify and hold harmless the DDA and the City from and against any damage, liability, loss or expense (including attorneys' fees and costs) incurred by the DDA or the City arising out of, or in any way connected with the environmental conditions on, of or affecting the Property that exist as of the date of this Façade Easement.

7. INSURANCE

Grantor, or its successors and assigns, shall purchase and maintain property and casualty insurance on the Property, including the Façade Improvements, to the full insurable value thereof. Grantor shall further purchase and maintain general liability coverage in connection with the Property, including the Façade Improvements, in amounts at least equal to the maximum amount of recovery against public entities and employees under the Colorado Governmental Immunity Act (C.R.S. §24-10-101 et seq.) and any amendments to such limits which may from time to time be made. The DDA and the City shall be named as additional insureds on all such policies. All insurance required hereunder shall be issued by an insurance company authorized to do business in Colorado which meets all the requirements of the Division of Insurance for that purpose. The DDA or the City may periodically require from Grantor proof of the insurance coverage required herein.

8. SUCCESSOR ENTITY TO THE DDA

In the event that the legal existence of the DDA terminates during the Term of this Façade Easement, it is expressly acknowledged by all the parties hereto that the City is designated the DDA's successor entity, and all rights and obligations of the DDA set forth herein shall thereupon become the rights and obligations of the City.

9. SUBJECT TO AGREEMENT

This Façade Easement shall be subject to the terms and conditions of that Façade Agreement between the DDA and the Grantor dated October 12, 2012 and recorded with the Clerk and Recorder of Larimer County, Colorado of even date herewith and incorporated herein by this reference.

LIENHOLDERS' CONSENT

By signing below, the Lienholders consent to the granting of this Façade Easement in accordance with the terms and conditions of the Façade Agreement between the DDA and the Grantor dated October 12, 2012 and recorded with the Clerk and Recorder of Larimer County, Colorado of even date herewith without, however, joining in any of the warranties, guarantees or indemnities contained therein, and agree that their liens and encumbrances, including, by way of example and not of limitation, deeds of trust, mortgages and assignments of leases and rents, along with any and all other of their right, title and interest in and to the Property shall be subordinated to the Façade Agreement and the Façade Easement.

LIENHOLDER:

FIRSTBANK

By: 

Printed Name: Dawn M. Davis

Title: Executive Vice President

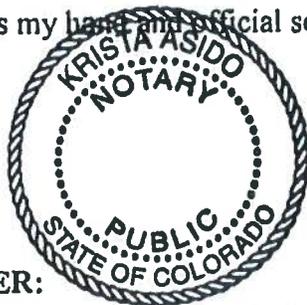
STATE OF COLORADO)

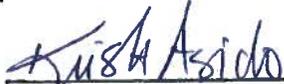
)ss:

COUNTY OF LARIMER)

The foregoing instrument was acknowledged before me this 12 day of October, 2012, by DAWN M. DAVIS as EXECUTIVE VICE PRESIDENT of Firstbank.

Witness my hand and official seal.





Notary Public

My commission expires: 1/25/2014

LIENHOLDER:

COLORADO LENDING SOURCE, LTD.

My Commission Expires 1/25/2014

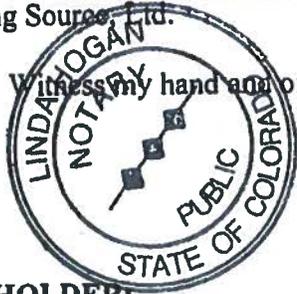
By: _____

Printed Name: _____

Title: _____

STATE OF Colorado)
)ss:
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 10th day of October 2012, by Mike O'Donnell as Executive Director of Colorado Lending Source, Inc.



Witness my hand and official seal.

Linda Hogan
Notary Public
My Commission Expires: 11-29-2013

LIENHOLDER:



ADMINISTRATOR, UNITED STATES
SMALL BUSINESS ADMINISTRATION
AN AGENCY OF THE UNITED STATES

Date: October 10, 2012

By: [Signature]
Name: Michelle Serrano
Title: Supervisor

STATE OF CALIFORNIA)
)ss:
COUNTY OF FRESNO)

On October 10, 2012 before me, Sandra Winters, a Notary Public, personally appeared Michelle Serrano, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(ies), and that by ~~his/her/their~~ signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Sandra Winters

TENANT'S CONSENT

By signing below, the Tenant states that it has read and understands the Agreement and the Façade Easement, and consents to the granting of this Façade Easement in accordance with the terms and conditions of the Façade Agreement between the DDA and the Grantor dated October 12, 2012, and recorded with the Clerk and Recorder of Larimer County, Colorado, of even date herewith. Tenant understands and agrees that its lease agreement with Grantor shall be subordinate to the terms of the Agreement and Façade Easement, meaning that the terms and conditions of the Agreement and Façade Easement shall control over any conflicting terms or conditions contained in its lease agreement, including, by way of example and not of limitation, the restrictions on alterations to the Property contained within Section 6 of the Agreement and Section 5 of the Façade Easement.

TENANT: MASON STREET FIVE, LLC, a Colorado limited liability company

By: [Signature]

Printed Name: Andre Mouton

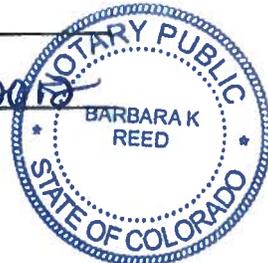
Title: President

STATE OF Colorado)
)ss:
COUNTY OF Larimer

The foregoing instrument was acknowledged before me this 5th day of October, 2012, by Andre Mouton as President of Mason Street Five, LLC.

Witness my hand and official seal.

Barbara K. Reed
Notary Public
My commission expires: 11-9-2012



Façade Monitoring Program

Over the years the DDA has provided funding for over 70 façade improvements on properties in the DDA district. As part of the façade agreement with the DDA, property owners are obligated to maintain the improvements in substantially the same condition as existed at the time of the completion of the project, until the end of the easement term. In order to ensure that the DDA investments in these facades are being properly maintained, the DDA established the Façade Monitoring Program in December, 2010. Under this program, properties are inspected every other year to determine if the maintenance obligations of the building owners are being met, if changes have been made to the facades without DDA approval and to create a benchmark for future monitoring.

The protocol adopted by the DDA board is as follows:

- Inspect only those properties that have an active easement
- Determine if the façade has been changed since completion or last inspection
- Determine if there are any maintenance issues that need to be corrected

Notification to the Property Owner will follow the following steps:

1. First Notification:

- Explain the Façade Monitoring process
- Remind the owner of their obligation to maintain the façade
- States the findings of the inspection (including photos)
- Ask that corrections be made within four (4) weeks
- Call owner two (2) or three (3) weeks after sending letter for a follow-up

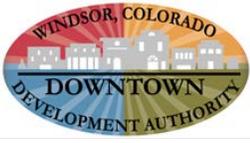
2. Second Notification:

- Sent as a certified letter
- Requires demonstrable action by the owner within 14 days
- Include section from the Grant of Easement that states:
 1. Owner must maintain the façade per the agreement
 2. If not, DDA may complete the work
 3. DDA will assess the cost against the owner and lien the property
- Call or visit the owner before sending the 2nd notification

3. Third Notification:

- Send as a certified letter from legal counsel
- Reference will be made to the two previous notifications
- Will state that unless immediate actions is made to correct the outstanding issues the DDA will have the work done with costs assessed to the owner and a lien placed on the property
- Call or visit before sending the 3rd notification letter

Letters of appreciation will be sent to those property owners who do not have maintenance issues, informing them that they passed inspection and thanking them for maintaining the facades.



WINDSOR DOWNTOWN DEVELOPMENT AUTHORITY

P.O. BOX 381, Windsor, CO 80550

www.windsordda.com

FAÇADE IMPROVEMENT PROGRAM APPLICATION

Date of Submittal: _____
 Applicant/Property Owner: _____
 Mailing Address: _____
 Business Owner (if different): _____
 Business Name: _____
 Project Address: _____
 Subdivision/Lot/Block: _____
 Phone Number(s): _____
 Email: _____

Work to be performed on façade renovation (check all that apply):

- Addition of awnings, lights, signs, or other exterior amenities
- Uncover, preserve, or rehabilitate the building’s historic exterior
- Elimination of blighted conditions such as dark alleys, broken fixtures, or inaccessible entryways
- Removal of non-historic features
- Addition of Windsor and/or display areas in facade
- Restoration of brickwork, wood, masonry, stucco, or siding
- Replacement, repair, or addition of architectural details
- Repair or replacement of windows and/or doors
- Renovation of entryway
- Add new or recover existing awning
- Other (please describe) _____

Facades to be renovated (check all that apply): Front Back Alley Side(s)

Projected Start / Finish Date for Project: _____

Total Estimated Cost of Improvements: \$ _____

Grant/TIF Amount Requested: \$ _____ Grant TIF (check one)

Applicant’s Signature: _____ Date: _____

Property Owner Signature: _____ Date: _____