



WINDSOR DOWNTOWN DEVELOPMENT AUTHORITY

P.O. BOX 381, Windsor, CO 80550

www.windsordda.com

BOARD OF DIRECTORS MEETING

July 29, 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 June 25, 2014 Board of Directors Meeting – M. Walter
- F. Report of Bills & Financial Report – P. Garcia
- G. Historic Mill Feasibility Study update - Chris Holtkamp, Holtkamp Planning; Jay Corder, Jay Corder Architecture; John Puhr, Root Architecture; Chris Kendall, KL&A
- H. Discussion of Downtown Corridor Plan – Joe Plummer, Director of Planning
- I. Presentation from Parks, Recreation & Culture – Melissa Chew, Director of Parks, Recreation & Culture
 - Introduction of Andrew Dunehoo, Manager of Art & Heritage
 - Main Street banner discussion
- J. Joint dumpster/enclosure on DDA property – process for consideration – P. Garcia
- K. Website & Social Media Administration – P. Garcia
- L. Report from Sub-Committees
 1. Marketing Committee
 - Farmer's Market – scheduling of DDA booth attendees/responsibilities
 - Salsa on 5th
 2. Beautification Committee
 3. Parking Committee
- M. Communications

Town Hall Meeting at 6 p.m. in Town Board Chambers – Feasibility Study Presentation
Downtown Colorado Inc – Annual conference scheduled for September 9-12, Fort Collins, CO
- N. Adjourn



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BOARD OF DIRECTORS MEETING

June 25, 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
Sean Pike (absent)
Jason Schaeffer

Also present:

Town Clerk
Management Assistant
Customer Service Supervisor
Associate Planner
Economic Development Director

Patti Garcia
Kelly Unger
Megan Walter
Josh Olhava
Stacy Johnson

C. Public Invited to be Heard

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

Chairman Bob Winter provided a video to the board and meeting regarding the tornado in 2008.

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

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

**Yeas – Winter, Stauss, Petersen, Melendez, Koehler, Schaeffer
Nays - None. Motion carried.**

E. Approval of Minutes from the May 21, 2014 Board of Directors Meeting – M. Walter

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

**Yeas – Winter, Stauss, Petersen, Melendez, Koehler, Schaeffer
Nays - None. Motion carried.**

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

Town Clerk Garcia presented the report of bills and financial report and offered to answer any questions.

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

**Yeas - Winter, Stauss, Petersen, Melendez, Koehler, Schaeffer
Nays - None. Motion carried.**



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- G. Historic Mill Feasibility Study update - Chris Holtkamp, Holtkamp Planning; Jay Corder, Jay Corder Architecture; John Puhr, Root Architecture; Chris Kendall, KL&A

The group took tours of the building with Mr. Lauer and reported to board that the building is in great shape except for storm damage and seems to be very well maintained. They felt there was great potential for uses of this building and they are excited to get back and work on several scenarios for building use. The team plans to come back in July and meet with the board as well as hold a public meeting on the data gathered and the potential uses for the property. The board discussed moving the next regular meeting to Tuesday, July 29th.

Secretary/Treasurer Peterson motioned to move the July Regular Board Meeting to July 29, 2014; Board member Schaeffer seconded the motion. Roll call on the vote resulted as follows:

Yeas - Winter, Stauss, Petersen, Melendez, Koehler, Schaeffer

Nays - None. Motion carried.

- H. Guidelines for Board Review of Façade Improvement Program Grant Applications – J. Liley
Mr. Liley recommended the board ask questions regarding the project and application and to follow the criteria list that was provided.

- I. Façade Grant Proposal – 201, 203, 205, 205½ 4th Street – Various

Owners Eric Peratt and Jim Lohr (P and L Properties) have submitted a façade grant proposal for the building located at 201, 203, 205, 205½ 4th Street. At the current time, all three of the lower level units are leased and consist of a salon, flooring store, and computer repair business; the upper unit is vacant. Their project team includes R. Johnson Architecture and CopperLeaf Custom. The two story building was constructed in 1902 and has supported a variety of businesses throughout the years; the Windsor Opera House, Masonic Lodge, bars, liquor stores, clothing stores and a movie theater. Planning staff have met with the applicant over several months to discuss the project and review designs. Staff agrees the proposed designs are beneficial to the building and the overall DDA area and funding the project will encourage the revitalization of other buildings in the Windsor DDA area. The designs for the proposed façade renovation were included in the packet along with the project narrative provided by the applicant. The Project Commitment Terms document was also included for board members use. If the DDA board would move forward to provide a grant for the project, the document will be completed and executed at a later date by the Project Owner and Bob Winter, DDA Chair. The owners submitted an estimate of costs associated with facades that face a public right of way and are all eligible for the grant program - north, east and west with the costs for each listed below:

North façade: \$180,750

East façade: \$154,585

West façade: \$ 35,280

Staff evaluated the items and costs and determined that the owners have eligible expenses and were itemized in the Commitment Worksheets included in the packet. The façade grant program supports up to twenty-five percent (25%) of eligible façade expenses, up to a maximum of \$20,000 per façade. Twenty-five percent of the total eligible expenses for each elevation are listed below:

North façade: \$45,188

East façade: \$38,646

West façade: \$ 8,820



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The applicants requested the maximum amount of \$60,000 (\$20,000 per eligible façade) and informed the board that Jason Schaffer of Chimney Park would be the tenant of the second floor and would be introducing a new restaurant.

Town of Windsor Economic Development Director, Stacy Johnson informed the board that the Town of Windsor was in full support of the project and feels it's a great revitalization for the downtown. She also provided revenue projections estimates.

Mr. Liley reminded board this application was a grant program project and that property tax was not a concern for this type of application. The applicant is seeking a grant for this project.

The Board discussed the application and come to the agreement that the application for \$60,000 would be approved. The project timeline will allow for the funds to be distributed in 2015; staff will assure that information is included in the 2015 budget.

Jason Schaffer noted that he would not be voting as this application was a conflict of interest between him and the DDA.

Board member Melendez motioned to move the application be approved for a maximum of \$60,000; Vice Chairman Stauss seconded the motion. Roll call on the vote resulted as follows:

Yeas - Winter, Stauss, Petersen, Melendez, Koehler

Nays - None. Motion carried.

J. Consideration of Funding Special Event Liquor License Application Fee – P. Garcia

A Special Event Liquor License Application for Salsa on 5th was received from Windsor Rotary. The Marketing Committee requested the DDA pay the \$100 application fee with board approval. A barricade will be put up around 5th Street and wrist bands will be used. The board discussed and determined to approve a total budget of \$5,000 for Salsa on 5th, which includes the \$100 Special Event Liquor License Application.

Secretary/Treasurer Peterson motioned to approve the total budget of \$5,000 for Salsa on 5th, which includes the Special Event Liquor License Application. Board member Schaeffer seconded the motion. Roll call on the vote resulted as follows:

Yeas - Winter, Stauss, Petersen, Melendez, Koehler, Schaeffer

Nays - None. Motion carried.

K. Report from Sub-Committees

1. Marketing Committee

i. Website update – K. Melendez

Website has been launched although there are still some aspects that need updating it is operational and ready for public use. Ms. Melendez requested additional photos from the intern for the website. Ms. Unger agreed to forward those to her. Ms. Melendez also informed the board that all DDA emails should be operational.

ii. Farmer's Market update – starts June 28, 2014 – P. Garcia

Flying banners are completed and will be ready for the market. Ms. Melendez will be at the market with the DDA water to hand out.



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- iii. Chamber of Commerce Business before Hours co-sponsored by the DDA & the Town of Windsor – July 24, 2014, 7:30-9:00 a.m.
Ms. Garcia reminded the board of the event.

2. Beautification Committee – P. Garcia

- i. Discussion of additional uses of the DDA parking lot – P. Garcia
A request has been made to put dumpster on DDA lot. Mr. Liley informed the board that a policy would need to be put in place regarding the dumpster and use for the lots.

Ms. Garcia reminded the board that the Conditional Use Grant was for a temporary parking lot and nothing else. If the use changes, they will need to go before Town Board.

Ms. Garcia will look into the options and report back to the DDA board.

- ii. Address cleanup of private property in DDA area
The Town Board has asked DDA to get in contact with owners of property that is north of Art and Heritage Center and see what their plan is for cleaning up lot. Code enforcement may need to get involved after DDA makes contact with owner. Mr. Winter will contact property owners and see what information he can gather.

- iii. DDA BBQ & Clean Up – June 25 @ 5 pm
DDA BBQ is still scheduled and will begin at 5pm.

3. Parking Committee – P. Garcia

No information was reported.

L. Communications

- 1. Downtown Colorado Inc – Annual conference scheduled for September 9-12, Fort Collins, CO
All members were budgeted to attend conference and will let Patti know if they would like to attend the entire conference or specific classes.

M. Adjourn

Secretary/Treasurer Peterson motioned to adjourn the meeting; Board member Koehler seconded the motion. Roll call on the vote resulted as follows:

Yeas - Winter, Stauss, Petersen, Melendez, Koehler, Schaeffer

Nays - None. Motion carried.

Megan Walter

Megan Walter, Customer Service Supervisor

Downtown Development Authority

REPORT OF BILLS

06/07-07/04/2014

*At the regular meeting of the Downtown Development Authority,
Colorado, held in the Windsor Town Hall Board Room on July 16, 2014
the following claims were presented, examined, and approved by the DDA*

VENDOR	DESCRIPTION	INVOICE #	AMOUNT
Willox Trucking	DDA parking lot hauling	1502	\$ 1,129.06
UMB Card Services	Constant Contact-DDA Website	-	\$ 168.00
Pitney Bowes (Reserve Acct)	postage meter load	61114	\$ 58.00

TOTAL DISBURSEMENT REQUEST	<u>\$ 1,355.06</u>
TOTAL	<u>\$ 1,355.06</u>



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

Finance Department	
Vendor #	7051
Obligation #	107586

PURCHASE ORDER

The Purchase Order Number listed below must appear on all related correspondence, shipping papers, and invoices.

- 1 - VENDOR COPY
- 2 - DEPARTMENT
- 3 - ACCTG CONTROL

VENDOR Willox Trucking	SHIP TO: Town of Windsor - PW Shop
DBA: Willox Trucking	
ADDRESS P.O. Box 1272	
Laporte, CO 80535	

P.O. Date		P.O. #		Requisitioner		Shipped VIA		F.O.B. POINT		TERMS	
06/06/14		060614-001		Coby Shurtleff							
Line	Fund	Dept	Function	Proj	Description/Stock NBR	Unit	Qty	Unit Price	TOTAL		
1	01	429	6242		DDA Parking lot hauling		1		\$1,129.06		
2	19	480	6242								
3					Inv. #1502						
4											
5											
6									DDA EXPENSE		
7											
8											
9											
10											

- Please send two copies of your invoice whenever possible.
- Enter this order in accordance with the prices, terms, delivery method, and specifications listed above.
- Please notify the requisitioner immediately if you are unable to ship as specified.
- Send all invoices to:

SUBTOTAL	\$1,129.06
SALES TAX	EXEMPT
SHIPPING/HANDLING	\$1,129.06
OTHER	
TOTAL	\$1,129.06

TOWN OF WINDSOR
ATTN: ACCOUNTS PAYABLE
301 WALNUT STREET
WINDSOR, CO 80550


 Authorized by _____ Date 6/6/14

 Received by _____ Date 6/6/14



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

Finance Department	
Vendor #	6373
Obligation #	107220

PAYMENT REQUEST

INVOICE NUMBER: 0054 MAY 2014	Patti Garcia
VENDOR: Card Services	
DBA: N/A	
(IF OTHER THAN VENDOR)	
Address: PO BOX 875852	
Kansas City, MO 64187-5852	
Phone: 800-821-5184	
Fax:	DDA EXPENSE

INVOICE DATE	PROCESSED BY	SUPERVISOR APPROVAL	DEPT. HEAD APPROVAL
5/26/14	P Garcia		DM

BUDGET LINE ITEM					
FUND	DEPT.	FUNCTION	PROJECT	DESCRIPTION	TOTAL
01	413	6217		Coloradoan subscription	7.33
19	486	6213		Constant Contact -- DDA website	168.00
01	411	6214		Subway/TB dinner 5/16/14	74.27
01	410	5137		2014 CML registration/Lee	215.00
01	411	6210		Safeway/paper plates for TB	3.49
01	411	6213		Digigraphics/print TB photos	52.00
01	411	6214		Subway/Refund of sales tax	(4.27)
01	410	5137		Dairy Queen/COE student going away cake	31.99
TOTAL					\$ 547.81

Patti Garcia

Subject: FW: Constant Contact Payment Receipt for Kelly Unger

From: Constant Contact Billing [<mailto:billing@constantcontact.com>]
Sent: Friday, April 25, 2014 8:52 AM
To: Kelly Unger
Subject: Constant Contact Payment Receipt for Kelly Unger

DDA Website

Thank you for your recent payment. Your payment receipt is found below.

Constant Contact 

Payment Receipt
for April 25, 2014

Windsor Downtown Development Authority
Attn.: Kelly Unger
301 walnut street
Windsor, CO 80550
US
9706742416

Today's Date: April 25, 2014
Payment Date: April 25, 2014
Payment Method: Visa (last 4 digits: 0054)

User Name: kunger@windsorgov.com

Thank you for your payment!

Description	Amount Paid
Payment - Credit Card - 0054	\$168.00

Amounts shown may reflect sales tax which is applicable in certain areas.

Note you can continue to view payment receipts online. Log into your Constant Contact account, click the [My Account](#) link in the upper right hand corner of the Home page, and choose the View Billing Activity/Statements option.

You may also use the Opt In/Out of Payment Receipt E-Mails link on the [My Account](#) page to opt out of receiving payment receipt emails in the future.

We appreciate your business.

Best Regards,
Constant Contact Billing
1601 Trapelo Road, Suite 329 - Waltham, MA 02451

Questions? Please give us a call!
US / Canada Toll Free: (855) 229-5506
UK Toll Free: 0808-234-0942
Outside US / Canada: 0808-234-0945

VENDOR: US POSTMASTER
Postage By Phone Account 44120419

VENDOR #
3962

June 11, 2014

107358

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

FUND	DEPT	FUNC	PROJ	DESCRIPTION	%	AMOUNT
01	421	6263		Police Department	16.22%	\$811.00
01	412	6263		Municipal Court Clerk	3.28%	\$164.00
01	419	6263		Planning Department	1.24%	\$62.00
01	456	6263		Cultural Affairs/Museum	0.55%	\$27.50
05	490	6263		CRC/Seniors	3.62%	\$181.00
01	451	6263		Recreation	24.83%	\$1,241.50
01	430	6263		Public Works	4.87%	\$243.50
01	454	6263		Parks	6.48%	\$324.00
01	413	6263		Administration	0.94%	\$47.00
01	431	6263		Engineering	2.09%	\$104.50
07	481	6263		Sewer	0.08%	\$4.00
06	471	6263		Water	16.97%	\$848.50
01	416	6263		Human Resources	2.45%	\$122.50
01	410	6263		Town Clerk	0.86%	\$43.00
01	415	6263		Finance	13.90%	\$695.00
01	420	6263		Economic Development	0.26%	\$13.00
19	486	6263		DDA	1.16%	\$58.00
01	418	6263		Legal	0.20%	\$10.00

DDA EXPENSE

TOTAL:

5,000.00

99.8%

DM



Volume 2, Issue 5 May 2014

Windsor DDA Revenue

Windsor Downtown
Development
Authority

Windsor DDA Revenue Summary May 31, 2014	Collections	Budget	% of Budget
Property Tax Mill Levy	\$6,121	\$7,712	79.37%
Incremental Property Tax	\$11,537	\$16,052	71.87%
Interest	\$0	\$5	0.00%
Contributions/Sponsorships	\$0	\$0	-
Town of Windsor Funding	\$110,210	\$265,000	41.59%
Total	\$127,868	\$288,769	44.28%

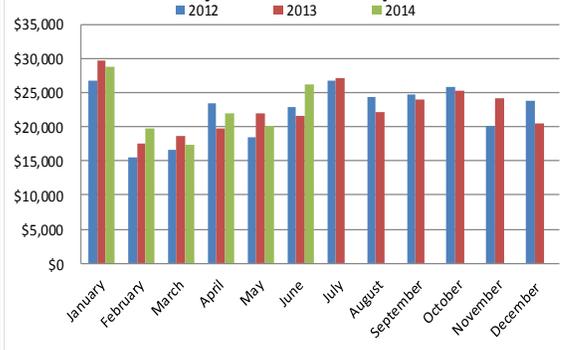
Windsor DDA Expenditures

Windsor DDA Expenditures Summary May 31, 2014	Expenditures	Budget	% of Budget
Operations			
Office Supplies	\$0	\$200	0.00%
Public Relations/Advertising	\$2,320	\$25,000	9.28%
Board Development	\$0	\$3,200	0.00%
Dues/Fees/Subscriptions	\$120	\$770	15.58%
Travel/Mileage	\$0	\$100	0.00%
Liability Insurance	\$1,724	\$1,297	132.92%
Legal Services	\$3,746	\$10,000	37.46%
Contract Services	\$1,440	\$20,000	7.20%
Postage	\$101	\$350	28.86%
Printing/Binding	\$0	\$500	0.00%
Study Review/Consultant	\$0	\$20,000	0.00%
County Treasurer Fees	\$261	\$300	87.00%
Miscellaneous	\$529	\$700	75.57%
Façade Program	\$0	\$100,000	0.00%
Administrative Transfer	\$8,333	\$20,000	41.67%
Operations Total	\$18,574	\$202,417	9.18%
Capital			
Site Improvements	\$1,067	\$20,000	5.34%
Capital Total	\$1,067	\$20,000	5.34%
Grand Total	\$19,641	\$222,417	8.83%

Special points of interest:

- May 2014 sales tax collections were \$1,734 below May 2013 collections, while June 2014 collections were \$4,614 above June 2013 collections.
- Revenue is close to budgeted at the end of May 2014 at 44.28%, as we should see 42% of revenue through the first five months of the year.
- 2014 expenditures are under the five month benchmark with only 8.83% of the budget expended.

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



MEMORANDUM

Date: July 30, 2014
To: Downtown Development Authority Board of Directors
Via: Patti Garcia, Assistant to Town Manager/Town Clerk
From: Joseph P. Plummer, AICP, Director of Planning
Subject: Discussion of Downtown Corridor Plan
Item #:

Discussion Items:

At the April 16, 2014 meeting and relative to the enclosed letter from Chairman Winter, the Board of Directors discussed the following elements of the Downtown Corridor Plan (DCP).

I. Bicycle Racks:

- a. Whether the nine (9) bicycle racks that are currently downtown are sufficient;
- b. Whether some of the current bicycle racks should be replaced with new ones;
- c. Bicycle racks should be placed adjacent to buildings but should not be visible from public streets; and
- d. The desired locations for bicycle racks.

Staff analysis:

Items a. and b.: These appear to be logistical and policy determinations to be made by the DDA.

Items c. and d.: These are addressed below, with proposed changes to the DCP shown in red and deletions shown with strike-through lines. Any proposed changes to the DCP need to be reviewed by the Planning Commission and approved by the Town Board.

1. Bicycle parking shall be provided at ~~each building~~ **strategic locations in the downtown area. Prior to installation or relocation of bicycle racks, all such locations shall be reviewed by the Town's Director of Engineering and approved by the Downtown Development Authority Board. (+)** ~~Bicycle parking shall be provided in an amount equal to 5% of the total amount of vehicular parking. In no case should there be less than one bicycle rack per building. (+)~~
2. Bicycle parking should be located in an area **close by, but not** adjacent to, building entries. The parking should not be located such that it interferes with pedestrian walkways. (+) ~~Parking should be visible from the building but, preferably not from adjacent streets. (+)~~
3. Bicycle racks shall be used that are durable and provide a secure support and opportunity for locking. All bicycle racks shall be compatible with the streetscape theme of the Downtown Corridor area. (+)
4. Bicycle paths should be encouraged to connect from Lake Windsor to Main Street.
(o)

II. Streetscape Amenities:

- a. Implementation of a program to make the downtown more attractive and appealing to encourage visitors and shoppers to come downtown;
- b. The use of stationary planter boxes and hanging planters; and
- c. Opportunities for outdoor café seating and pedestrian spaces.

Staff analysis:

Item a.: This appears to be a marketing determination to be made by the DDA.

Items b. and c.: As shown in the enclosed list of amenities, these pedestrian amenities are currently addressed in the DCP. As such, this appears to be an implementation determination to be made by the DDA.

III. Directional Signage:

Implement a sign program to direct visitors and shoppers to the downtown district.

Staff analysis:

Staff is currently researching this concept; any changes need to be reviewed in relation to the sign code and any changes to the sign code need to be reviewed by the Planning Commission and approved by the Town Board.

Recommendation: DDA Board to reach a consensus and provide staff with direction on these issues.

Attachments: March 19, 2014 letter from Chairman Winter
List of pedestrian amenities

pc: Kelly Arnold, Town Manager
Dennis Wagner, Director of Engineering
Planning Department staff

NOTE: (+) indicates mandatory requirement; (o) indicates optional standard; and (-) indicates prohibited use.



WINDSOR DOWNTOWN DEVELOPMENT AUTHORITY

P.O. BOX 381, Windsor, CO 80550

www.windsordda.com

March 19, 2014

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

Re: *Downtown Corridor Plan*
Bicycle Racks on Sidewalks

Mayor, Town Board, and Planning Commissioners:

The Windsor Downtown Development Authority (DDA) and the Town have an interest in the providing bicycle facilities to encourage active transportation. The DDA has received requests from business owners for bicycle racks in front of their businesses. Providing bicycle racks may encourage downtown visitors to ride bicycles instead of driving an automobile. Replacing automobile trips reduces congestion, wear and tear to Town maintained streets, and provides for a healthy mode of transportation. Currently, the *Downtown Corridor Plan* does not allow for bicycle racks to be placed on sidewalks because the racks would *interfere with pedestrian walkways*. The DDA believes that there is adequate space on the sidewalks to accommodate bicycle racks and not significantly interfere with pedestrian walkways. There are currently bicycle racks on the sidewalks that were installed prior to the adoption of the *Downtown Corridor Plan*. The DDA believes that these existing racks have not interfered with pedestrian walkways, or created unsafe situations for pedestrians or bicyclists.

The DDA is respectfully requesting that the Town amend the *Downtown Corridor Plan* to allow for bicycle racks on sidewalks in a manner that will not hinder pedestrian walkways or safety.

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

Sincerely,

A handwritten signature in black ink that reads "Bob Winter". The signature is written in a cursive, flowing style.

Bob Winter, Chair
Downtown Development Authority

List of Pedestrian Amenities

Site furniture

Site furniture is an important consideration in creating an attractive pedestrian environment. Each development should consider the use of benches, trash receptacles, ash urns, flower pots and other similar pedestrian amenities which are compatible with the streetscape theme of the Downtown Corridor area. The Colorado climate is especially harsh on site furniture. Durability under severe weather conditions should be considered.

(o)

- a) Benches - Painted metal benches tend to be higher in endurance than wood, however, wooden benches can provide an attractive counterpoint to the metal bench. If wooden benches are used, they should be taken inside during cold winter weather. They should also be treated with a durable all-weather coating. (o)

Benches may also be constructed as part of a seating height wall. Where used these walls should be constructed of a durable material such as brick, stone, or split face concrete block. Walls should be 18" in height for standard seating but may be as high as 36" if necessary due to site conditions.(o)

- b) Trash receptacles - When used together with benches, trash receptacles should be selected to coordinate with benches. Metal trash receptacles tend to have greater endurance than wooden ones. Where used, trash receptacles shall be of a type specifically designed for a pedestrian sidewalk environment. Receptacles shall have a cover to prevent wind from blowing trash onto adjacent properties. (o)

50 Gallon drums are specifically prohibited. (-)

- c) Architectural Guidelines - *New Construction*

- (1) Building setbacks: Front: 0' (increased setbacks shall be allowed to facilitate plazas, outdoor café seating and/or pedestrian spaces) (+)

- d) Encourage outdoor/patio seating along property lines facing Windsor Lake (o)



WINDSOR DOWNTOWN DEVELOPMENT AUTHORITY

MEMORANDUM

Date: July 29, 2014
To: Downtown Development Authority Board of Directors
From: Patti Garcia, Assistant to Town Manager/Town Clerk
Re: Trash enclosure requirements
Item #: J.

Background / Discussion:

At the June 25, 2014 DDA meeting, the Board discussed the idea of having a joint dumpster/trash enclosure in the DDA area which would be used primarily for food service businesses. The DDA board had requested that staff research this idea.

The current use of the proposed area is a parking lot and is in the Central Business zoning district (see attached map). A temporary change of use would require a Conditional Use Grant (CUG) application which would need to go before the Planning Commission and the Town Board for consideration.

If this would be a permanent use, the Municipal Code requires site plan approval of uses in the Central Business zoning district which would require drawings of architectural quality be prepared by a person skilled in the preparation of those types of plans.

Both the CUG and Site Plan would require the trash enclosure to be fully screened from adjacent public streets which would need to be done through construction of durable screen walls and landscaping and be compatible to the surrounding buildings. There may be existing trash facilities that pre-date the Downtown Corridor Plan, however, any new trash facilities are required to be site planned.

Potential Financial Impact:

- CUG application \$207
- Enclosure design & construction – cost unknown
- Site Plan application \$587
- Site Plan drawings (approximately \$1,000)

Recommendation:

For DDA Board discussion

Attachments:

Site map

Town of Windsor

GIS MAP



The Town of Windsor makes no warranties or guarantees, either expressed or implied, as to the completeness, accuracy, or correctness of the data portrayed in this product; nor accepts any liability arising from any incorrect, incomplete or misleading information contained therein. By printing or utilizing this map, you hereby release the Town of Windsor, its employees, agents, contractors, and suppliers from any and all responsibility and liability associated with its use.



WINDSOR DOWNTOWN DEVELOPMENT AUTHORITY

MEMORANDUM

Date: July 29, 2014
To: Downtown Development Authority Board of Directors
From: Patti Garcia, Assistant to Town Manager/Town Clerk
Re: Website and Social Media Administration
Item #: K.

Background / Discussion:

Earlier this year, the DDA invested in the creation of a new and more robust website. After review of the time required to keep the website and social media efforts up to date, staff is recommending that this effort be outsourced.

Kailee Melendez has submitted an Executive Summary for Website and Social Media Management which would place her as an independent contractor and perform the duties of content manager for the Windsor DDA website and social media pages. She has worked the back end of the website during the latest conversion and is aware of the DDA's efforts to keep the citizens and businesses informed about what is happening in the DDA area. She has submitted the attached Executive Summary which outlines her responsibilities for the next six months. The contract would be reviewed at that time and the DDA could determine how to move forward.

Financial Impact:

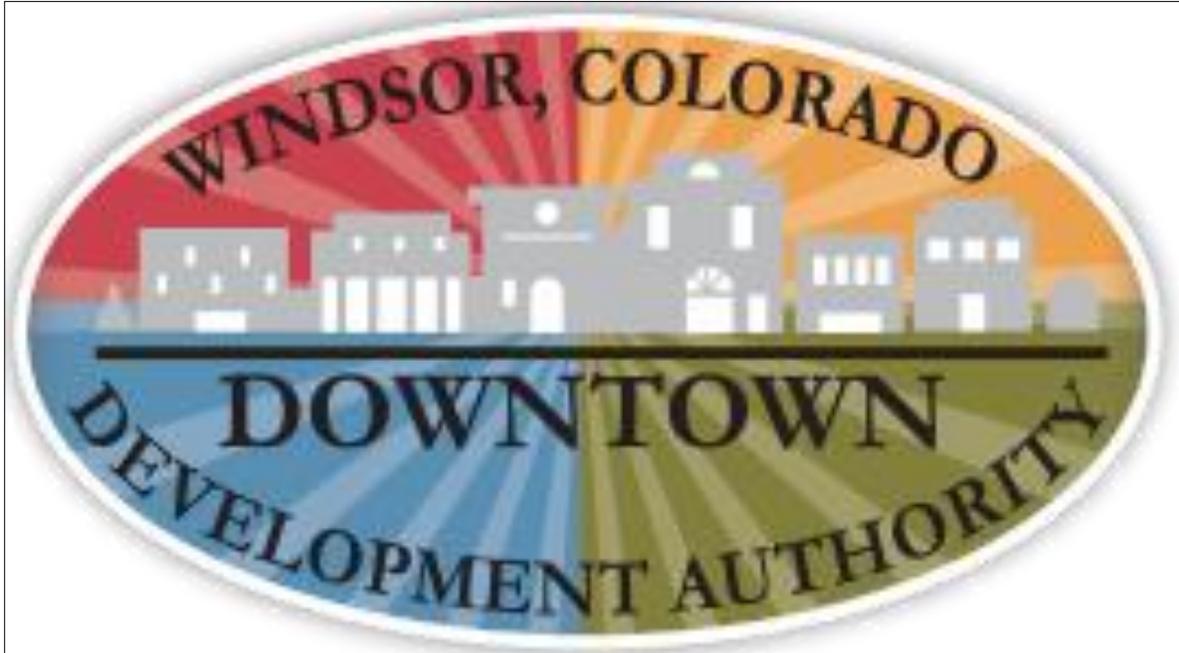
Six month contract - \$600

Recommendation:

For DDA Board consideration

Attachments:

Executive Summary
Draft contract



Website and Social Media Management

Prepared for: Windsor DDA

Prepared by: Kailee Melendez, Marketing Manager

July 23, 2014

EXECUTIVE SUMMARY

Objective

The newly renovated Windsor DDA website provides users with an experience that allows them to access information about the DDA, Downtown Windsor, and all its events, news, and businesses. In order to drive website traffic it is critically important to constantly update and maintain these webpages.

Social Media has become a new way for business to reach consumers as they are able to communicate to existing and potential users. By creating a strong, interactive presence on social media an association can be established generating a general awareness and familiarity of that brand with consumers.

Goals

The Windsor DDA wants to update and maintain their newly launched website to serve as an informational vehicle for those looking for information about the DDA or Windsor's downtown. Providing users with an interactive informational website will drive an increase in traffic and have an effect on the webpage rankings. The DDA also wishes to grow their number of Facebook fans (currently 27), likes, and followers, as well as establish other pertinent social media platforms that will have an effect on events/projects sponsored by the Windsor DDA. A strong social media presence using Facebook and Twitter will provide the Windsor DDA with increased exposure, create brand recognition, and expand their market audience.

Web marketing/Social Media marketing consistency is key to building traffic and recognition for the organization and so they have determined they would like the following:

- Weekly web/social media updates
- A regular schedule for the DDA newsletter
- Communication to DDA members sent by email when or as needed
- Business listings upgraded to include google maps.

Solution

Kailee Melendez offers to work as an independent contractor as the content manager for the Windsor DDA website and social media pages. She has experience managing websites and social media and is currently managing multiple business sites. Kailee is familiar with the DDA web platform, has worked with the DDA web developer on numerous other projects and has already been engaged with the DDA website and made modifications as a volunteer when requested.

Project Outline

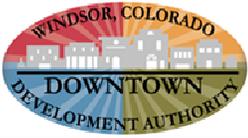
On a monthly basis for approximately 6.5 hours per month not to exceed a total of 40 hours in the 6-month contract phase, she will agree to perform the following:

- Provide regular updates to the website as needed or requested
- Update business directory information and provide google maps when possible for all listings
- Weekly post to Facebook and any other social media platforms as directed
- Update status, tweets, and pictures on social media platforms
- Compile and send a quarterly newsletter
- Provide a 6- month progress report

Budget

Description	Quantity	Unit Price	Cost
Web and Social Media Management Fee (per month) for 6 month	6	\$ 100	\$ 600
*Continuation of contract thereafter	6	\$ 100	\$ 600
Total			\$ 1,200

*At the end of the 6-month phase the DDA and Kailee will review to determine if any additional service or time allotments are necessary for the services to continue.



PROFESSIONAL SERVICES AGREEMENT:

Terms and Conditions

The successful proposer, upon award of a formal contract, shall be paid an amount not to exceed a stipulated amount without prior authorization. The successful proposer may submit invoices at monthly intervals for work satisfactorily completed on schedule. The amount of such partial payments shall be based upon certified progress reports and billings covering the work performed.

Agreement for Professional Services

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between the Windsor Downtown Development Authority, whose address is P.O. Box 381, Windsor, Colorado, 80550, hereinafter referred to as the "DDA", and _____, whose address is _____, hereinafter referred to as the "Contractor".

WITNESSETH:

WHEREAS, The DDA is in need of hiring an independent Contractor to perform the Professional Services listed and enumerated in the Executive Summary prepared by the Contractor and attached hereto as ordered by the DDA and;

WHEREAS, Contractor has the time and personnel available and is willing to perform the Professional Services, according to the terms of this Agreement;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

SECTION I – SERVICES OF THE CONTRACTOR:

- A. The Contractor shall serve as the DDA's Contractor and shall provide as a minimum all of the professional services which are described and incorporated by reference herein.

SECTION II – TERM:

- A. The term of this Agreement shall be from _____, through and until _____.
- B. The DDA, at its sole option, may extend this Agreement. Such extensions must be mutually agreed upon in writing, by and between the DDA and the Contractor, and approved by the Windsor Downtown Development Authority Board of Directors.

SECTION III – INDEPENDENT CONTRACTOR:

- A. In performing the work under this Agreement, the Contractor acts as an independent contractor and is solely responsible for necessary and adequate worker's compensation insurance, personal injury and property damage insurance, as well as errors and omissions

insurance. The Contractor, as an independent contractor, is obligated to pay federal and state income tax on moneys earned. The personnel employed by the Contractor are not and shall not become employees, agents or servants of the DDA, nor is he or she entitled to any employee benefits from the DDA because of the performance of any work or as a result of the execution of this Agreement.

- B. The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Contractor, any commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the DDA will have the right to annul this Agreement without liability or, in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

SECTION IV – THE WINDSOR DOWNTOWN DEVELOPMENT AUTHORITY RESPONSIBILITIES:

The DDA shall:

- A. Provide information as to its requirements for the project.
- B. Give prompt notice to the Contractor whenever the DDA observes or otherwise becomes aware of any defect in the project.
- C. Furnish, or direct the Contractor to provide at the DDA's expense, necessary additional services.

SECTION V – MUTUAL UNDERSTANDINGS OF THE DDA & THE CONTRACTOR:

- A. This Agreement does not guarantee to the Contractor, any work except as authorized in accordance with Section I above, nor does it create an exclusive contract for services.
- B. All of the services contemplated under this Agreement are personal and Contractor may not assign, sublet or transfer any interest herein or claim hereunder, without the prior written consent of the DDA.
- C. The Windsor Downtown Development Authority is a Colorado public entity and all financial obligations extending beyond the current fiscal year are subject to funds being budgeted and appropriated therefore. Nothing in this Agreement shall be deemed a waiver of the Colorado Governmental Immunity Act and no portion of this Agreement shall be deemed to create an obligation on the part of the DDA to expend funds not otherwise appropriated in each succeeding year.
- D. The Contractor and any and all of its personnel utilized by the DDA under the terms of this Agreement shall remain the agents and employees of the Contractor and are not, nor shall they become agents or employees of the DDA.
- E. Ownership of documents.

1. All tracings, plans, specifications, estimates, reports, data and miscellaneous items purported to contribute to the completeness of the project shall be delivered to and become the property of the DDA, upon DDA's request.
2. All data received hereunder shall be made a part of the DDA's permanent records and files and preserved therein for six (6) years per Colorado State statute.

SECTION VI – COMPENSATION:

- A. The DDA agrees to pay Contractor for all services performed hereunder as follows: the Professional Services shall be provided at the rates set forth in the Scope of Work and shall not exceed the maximum compensation of \$600.
- B. Invoices shall be submitted by the Contractor monthly for services performed and expenses incurred pursuant to this Agreement during the prior month. All compensation amounts payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.
- C. Commencing thirty (30) days after the date of execution of this Agreement and every thirty (30) days thereafter, Contractor is required to provide the DDA with a written report of the status of the work and other material information. Failure to provide any required monthly report may, at the option of the DDA, suspend the processing of any partial payment request.

SECTION VII – INDEMNIFICATION, DESIGN AND INSURANCE:

- A. The Contractor agrees to indemnify the DDA, its officers and employees, against liability for injury or damage caused by any negligent act or omission by Contractor, or its sub-contractors, in the performance of this Agreement and shall hold the DDA and its agents harmless from any and all claims, suits, expenses, damages or other liabilities, including reasonable attorney fees and court costs, arising out of damage or injury to persons, entities or property caused or sustained by any person(s) as a result of any intentional or negligent act by Contractor or failure of Contractor to perform this Agreement according to its terms.
- B. Contractor shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all services rendered by Contractor and any subcontractors and shall, without additional compensation, promptly remedy and correct any errors, omissions, or other deficiencies.
- C. The Contractor is not relieved of any liability or other obligations assumed pursuant to this Agreement by reason of its failure to obtain or maintain insurance or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

SECTION VIII – CHARTER, LAWS AND ORDINANCES:

The Contractor at all times agrees to observe all Federal and State laws, and Resolutions and Ordinances of the local jurisdiction, and all rules and regulations which in any manner affect or govern the work under this Agreement.

SECTION IX – TERMINATION:

- A. The DDA may terminate this Agreement at any time by giving written notice to the Contractor of such termination within fifteen (15) calendar days of the date of notice and specifying the effective date thereof. If the Agreement is terminated by the DDA, the DDA will pay the Contractor for work accomplished to date of termination as follows: (a) Lump Sum contracts: The percentage of the total lump sum fee that represents the ratio of work performed to the total amount of work; (b) Cost Plus Fixed Fee contracts: Incurred cost of actual work performed plus a percentage of the fixed fee that represents the ratio of work performed to the total amount of work in the contract; (c) Specific Rate of Compensation contract; Incurred cost of actual work performed; (d) Per Unit of Work contracts; The cost of each completed unit of work and/or a percentage of each partially completed unit of work.
- B. Notwithstanding the above, the Contractor shall not be relieved of liability to the DDA for damages sustained by the DDA by virtue of any breach of the Agreement by the Contractor and the DDA may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the DDA from the Contractor is determined.
- C. All work accomplished by the Contractor prior to the date of such termination shall be recorded and tangible work documents shall be transferred to and become the sole property of the DDA prior to payment for services rendered.
- D. Furthermore, this Agreement may be terminated at any time without notice upon a material breach of the terms of the Agreement.

SECTION X – CHANGE ORDERS OR EXTENSIONS:

- A. The DDA may, from time to time, require changes in the scope of the services of the Contractor to be performed herein. Such changes, including any increase or decrease in the amount of the Contractor's compensation, must be mutually agreed upon in writing by the DDA and the Contractor. The Contractor shall be compensated for all authorized change in services, pursuant to the Request for Proposal or, if no provision exists, pursuant to a Change Order.
- B. The DDA may extend the time of completion of services to be performed by the Contractor. Such extensions must be mutually agreed upon in writing, by the DDA and the Contractor

SECTION XI – EQUAL EMPLOYMENT OPPORTUNITY:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor shall adhere to acceptable affirmative action guidelines in selecting employees and shall ensure that employees are treated equally during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices provided by the local public agency setting forth the provisions of this nondiscrimination clause.
- B. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each

subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

- C. The Contractor agrees to comply with such rules, regulations or guidelines as the DDA, Town, County, State or Federal agencies may issue to implement these requirements.
- D. The Contractor shall be licensed as required by law.

SECTION XII – SPECIAL CONDITIONS:

- A. Time is of the essence in each and all provisions of this Agreement.
- B. The work to be performed under this Agreement shall commence promptly after receipt of a fully executed copy of this Agreement to the extent that the Contractor has been authorized to proceed by the DDA and the Contractor shall complete the work by _____.
- C. The DDA's Contract Administrator for this Agreement shall be Kelly Unger, Management Assistant and she can be reached by phone at 674-2400. The Contract Administrator does not have the authority to alter or modify the terms of the Agreement.
- D. This Agreement constitutes the entire understanding between the parties with respect to the promises and covenants made therein. No modification of the terms of this Agreement shall be valid unless made in writing and agreed to by both parties.
- E. The DDA's approval of drawings, designs, plans, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve Contractor of responsibility for the quality or technical accuracy of the work. DDA's approval or acceptance of, or payment for, any of the services shall not be construed to operate as a waiver of any rights or benefits provided to DDA under this Agreement.

SECTION XIII – INSPECTIONS, REVIEWS AND AUDITS:

- A. During all phases of the work and services to be provided hereunder the Contractor agrees to permit duly authorized agents and employees of the DDA to enter the Contractor's offices for the purpose of inspections, reviews and audits during normal working hours. Reviews may also be accomplished at meetings that are arranged at mutually agreeable times and places.
- B. Contractor and its subcontractors shall maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred and shall make such materials available at their respective offices at all reasonable times during the contract period and for five (5) years from the date of final payment, for inspection by the DDA and copies thereof shall be furnished if requested.

SECTION XIV – REPRESENTATIONS AND WARRANTIES:

- A. Each party represents and warrants that it has the power and ability to enter into this Agreement, to grant the rights granted herein and to perform the duties and obligations described herein.

- B. No portion of this Agreement shall be deemed to constitute a waiver of any immunities the DDA or its officers or employees may possess, nor shall any portion of the Agreement be deemed to have created a duty of care with respect to any persons other than the DDA and not a party to this Agreement.

SECTION XV – DEFAULT:

If Contractor defaults in any obligation under this Agreement, Contractor shall be liable for all costs, expenses and payment incurred by the DDA including any reasonable expenses for attorney’s bills.

SECTION XVI – ATTESTATION:

IN WITNESS WHEREOF, the parties hereto have signed this Agreement this _____ day of _____, 20____.

WINDSOR DOWNTOWN DEVELOPMENT AUTHORITY:

ATTEST:

DOWNTOWN DEVELOPMENT AUTHORITY:

By: _____
Secretary/Treasurer

By: _____
Chairperson

CONTRACTOR:

By: _____ Date: _____

Name: _____

Title: _____

Phone No.: _____

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20____.

WITNESS my hand and official seal.

(Notary Public)

Name: _____

My commission expires: _____