



WINDSOR DOWNTOWN DEVELOPMENT AUTHORITY

P.O. BOX 381, Windsor, CO 80550

www.windsordda.com

BOARD OF DIRECTORS MEETING

October 21, 2015 – 7:30 a.m.

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

Agenda

- A. Call to Order
- B. Roll Call
- C. Public Invited to be Heard
- D. Review of Agenda by the Board and Addition of Items of New Business to the Agenda for Consideration by the Board
- E. Approval of Minutes from the September 16, 2015 Board of Directors Meeting – M. Walter
- F. Report of Bills and Financial Report – P. Garcia
- G. Resolution No. 2015DDA-01 - A Resolution of the Board of Directors of the Windsor Downtown Development Authority Recommending to the Town Board of the Town of Windsor the Determining and Fixing of the Mill Levy for the Windsor Downtown Development Authority for the Fiscal Year Ending December 31, 2016 – P. Garcia
- H. Resolution No. 2015DDA-02 - A Resolution of the Board of Directors of the Windsor Downtown Development Authority Approving and Recommending to the Town Board of the Town of Windsor the Budget of the Estimated Amounts Required to Pay the Expenses of Conducting the Business of Said Authority, and the Appropriation of Funds therefor, for the Fiscal Year Ending December 31, 2016 – P. Garcia
- I. Consideration of Legal Services Agreement with Liley Law Offices, LLC – J. Liley
- J. Legal Services – J. Liley
 - Status of Survey/Title Work of DDA property
 - Façade Improvement Program policies
- K. Report from Sub-Committees
 1. Marketing Committee
 - Small Business Saturday – Saturday, November 28, 2015 – K. Melendez
 - Windsor Wonderland – Saturday, December 5, 2015 – K. Melendez
 2. Beautification Committee
 3. Parking Committee
- L. Communications
 - DCI Annual Conference/Durango Debrief – J. Shaeffer & K. Melendez
 - Status of Executive Director Search - P. Garcia
 - Request for Proposal – Library Feasibility Project – P. Garcia
- M. The News on the Street is . . .
- N. Adjourn



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BOARD OF DIRECTORS MEETING

September 16, 2015 – 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 7:33 a.m.

B. Roll Call

Chairman	Bob Winter
Vice Chairman	Dan Stauss
Secretary/Treasurer	Craig Petersen
	Kristie Melendez
	Dean Koehler
	Sean Pike
	Jason Schaeffer (excused)

Also present:

Communications/Asst to TM	Kelly Unger
Town Clerk/Asst to TM	Patti Garcia
Town Manager	Kelly Arnold
Customer Service Supervisor	Megan Walter

C. Public Invited to be Heard

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

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

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

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

E. Approval of Minutes from the August 19, 2015 Board of Directors Meeting – M. Walter

Secretary/Treasurer Petersen 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, Koehler, Pike
Nayes - None. Motion carried.

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

Town Clerk Garcia presented the report of bills, financial report, and quarterly sales tax report. The board discussed the monthly bills and sales tax report.

Secretary/Treasurer Petersen motioned to approve the report of bills as presented; Board member Koehler seconded the motion. Roll call on the vote resulted as follows:

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

G. Legal Services – J. Liley

- Survey/Title Work of DDA property – J. Liley
Mr. Liley informed the board that the title work is still ongoing and he will report back to board when he has more detailed information. He estimates the cost of the project will still be under \$1000. The board briefly discussed the title search with Mr. Liley.



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- Annexation of Property not contiguous with DDA area – J. Liley
The DDA board questioned Mr. Liley if the Library relocated to a property east of the DDA area boundary, would they be able to expand the boundary to include the Library. He stated that an annexation would be possible as long as the reasoning for including the library in the DDA was consistent with goals for the DDA, and that the Library would need to petition the board for the request. The board continued to discuss this topic with Mr. Liley and agreed to discuss in more detail as the library gets closer to determining a location.

H. Report from Sub-Committees

1. Marketing Committee

Board member Pike informed board that 4 cases of mugs had been returned to him from the mug promotion. The board agreed it was a good promotion and would like to use it again in the future. Board member Melendez was going to look into using the remaining mugs for Winter Wonderland which is scheduled for Saturday, December 5, 2015.

Town Manager Arnold informed board that the attendance of the Pro Challenge was significantly down this year. If this race continues to happen, it would be a few years before it returns and possibly a different time of year due to scheduling conflicts with the Tour de Spain.

The next marketing committee meeting is Wednesday September 23, 2015 at which time they will discuss the Windsor Now advertising, Winter Wonderland, and partnering with the Chamber of Commerce for Halloween festivities.

2. Beautification Committee

No report.

3. Parking Committee

No report.

I. Communications

1. Letter of Proposal to DOLA for Planning Grant

Ms. Garcia informed the board that the letter was received by DOLA and she is working on the RFP for the project. She will review the RFP with Town Manager Arnold as well as DDA and Library board before finalizing.

2. DCI Annual Conference/Durango – October 6-9, 2015

Jason Shaeffer & Kristie Melendez will be attending to represent the DDA.

J. The News on the Street is...

The board discussed status of ongoing projects and upcoming events in the Town of Windsor.

K. Executive Session

An executive session to receive legal advice on specific legal questions in accordance with C.R.S. 24-6 402(4)(b) – Josh Liley, DDA legal counsel

Board member Melendez motion to go into an executive session pursuant to C.R.S. 24-6 402(4)(b) to discuss legal advice on specific legal questions with Josh Liley, DDA legal counsel; Vice President Petersen seconded the motion. Roll call on the vote resulted as follows:

Yeas – Winter, Stauss, Melendez, Koehler, Pike

Nays - None. Motion carried.

The DDA Board moved into Executive Session at 8:17 a.m.



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Vice President Petersen made a motion to adjourn the executive session at 8:48 a.m.; Board member Melendez seconded the motion. Roll call on the vote resulted as follows:

Yeas – Winter, Stauss, Melendez, Koehler, Pike

Nays - None. Motion carried.

The Executive Session was closed and the board returned to regular meeting.

L. Adjourn

Vice President Petersen motioned to adjourn the meeting at 8:50 a.m.; Board Member Koehler seconded the motion. Roll call on the vote resulted as follows:

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

Nays - None. Motion carried.

Megan Walter

Megan Walter, Customer Service Supervisor

DRAFT



Volume 3, Issue 8 August 2015

Windsor DDA Revenue

Windsor Downtown
Development
Authority

Windsor DDA Revenue Summary August 31, 2015	Collections	Budget	% of Budget
Property Tax Mill Levy	\$11,151	\$11,566	96.41%
Incremental Property Tax	\$10,983	\$14,326	76.66%
Interest	\$7	\$5	140.00%
Town of Windsor Funding	\$180,000	\$270,000	66.67%
Total	\$202,141	\$295,897	68.31%

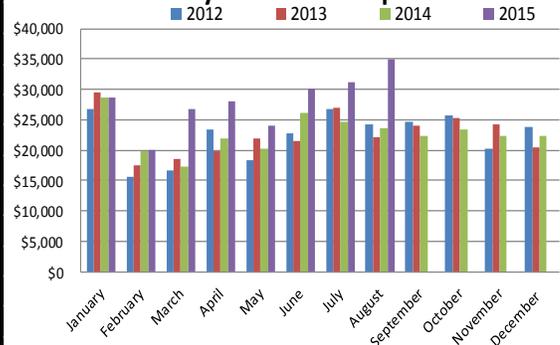
Special points of interest:

- August 2015 (3.95% rate) sales tax collections were \$11,374 above August 2014 (3.2% rate) sales tax collections.
- Revenue is just above budgeted at the end of August 2015 at 68.31%, as we should see 67% of the revenue through the eighth month of the year.
- 2015 expenditures are under the eight month benchmark with only 11.28% of the budget expended.

Windsor DDA Expenditures

Windsor DDA Expenditures Summary August 31, 2015	Expenditures	Budget	% of Budget
Operations			
Office Supplies	\$80	\$500	16.00%
Public Relations/Advertising	\$18,030	\$25,000	72.12%
Board Development	\$880	\$4,000	22.00%
Dues/Fees/Subscriptions	\$1,401	\$770	181.95%
Special Equipment	\$780	\$20,000	3.90%
Street Repair/Maintenance	\$300	\$1,500	20.00%
Travel/Mileage	\$0	\$150	0.00%
Liability Insurance	\$0	\$2,053	0.00%
Legal Services	\$2,838	\$10,000	28.38%
Contract Services	\$81	\$46,500	0.17%
Postage	\$62	\$350	17.71%
Printing/Binding	\$0	\$500	0.00%
Study Review/Consultant	\$5,653	\$20,000	28.27%
Façade Program	\$0	\$160,000	0.00%
Administrative Transfer	\$3,333	\$5,000	66.66%
Operations Total	\$33,438	\$296,323	11.28%
Grand Total	\$33,438	\$296,323	11.28%

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 2018
Term: April 2018
Term: April 2017
Term: April 2016
Term: April 2016
Term: April 2015



WINDSOR DOWNTOWN DEVELOPMENT AUTHORITY

MEMORANDUM

Date: October 21, 2015
To: Downtown Development Authority Board of Directors
From: Patti Garcia, Town Clerk/Assistant to the Town Manager
Re: DDA 2016 Mill Levy & Budget
Item #: G & H

The Town Board reviewed the proposed DDA budget at their October 10, 2015 work session and recommended approval. The DDA 2016 budget includes an increase to four mills which would establish a revenue of \$15,595. The DDA has indicated they would like to increase the mill each year in order to get to 5 mills within a five year timeframe.

Funds have been budgeted for items that have been discussed during the DDA budget work session and meetings along with estimating the various dues, insurance and contract service expenses that will occur throughout the year.

The Town Board will be considering the DDA budget on November 23, 2015 at their regular meeting.

Attachments:
Resolution No. 2015-DDA 01 – Fixing of Mill Levy
Resolution No. 2015-DDA02 – Adoption of 2016 Budget

WINDSOR DOWNTOWN DEVELOPMENT AUTHORITY

RESOLUTION 2015-DDA01

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE WINDSOR DOWNTOWN DEVELOPMENT AUTHORITY APPROVING AND RECOMMENDING TO THE TOWN BOARD OF THE TOWN OF WINDSOR THE DETERMINING AND FIXING OF THE MILL LEVY OF THE WINDSOR DOWNTOWN DEVELOPMENT AUTHORITY FOR THE FISCAL YEAR ENDING DECEMBER 31, 2016

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

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

WHEREAS, the Board of Directors of the Downtown Development Authority finds that a mill levy of four (4) mills is appropriate to help defray the costs of the Downtown Development Authority’s operational and maintenance needs for fiscal year 2016.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE DOWNTOWN DEVELOPMENT AUTHORITY, to recommend to the Town Board the mill levy rate for taxation upon all taxable property within the boundaries of the Downtown Development Authority for the fiscal year ending December 31, 2016, to be set at four (4) mills, which mill levy has been deemed appropriate by the Board of Directors of the Downtown Development Authority and which mill levy represents the amount of taxes for the Downtown Development Authority. Said mill levy shall be distributed for the purposes permitted under C.R.S. § 31-25-817, which levy as so distributed shall be certified by the County Assessor and the Board of County Commissioners of Weld County, Colorado, by the Town Clerk as required by law.

Upon a motion duly made, seconded and carried, the foregoing Resolution was adopted this 21st day of October, 2015.

WINDSOR DOWNTOWN DEVELOPMENT
AUTHORITY

Bob Winter, Chairperson

ATTEST:

Craig Petersen, Secretary

WINDSOR DOWNTOWN DEVELOPMENT AUTHORITY

RESOLUTION 2015-DDA02

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE WINDSOR DOWNTOWN DEVELOPMENT AUTHORITY APPROVING AND RECOMMENDING TO THE TOWN BOARD OF THE TOWN OF WINDSOR THE BUDGET OF THE ESTIMATED AMOUNTS REQUIRED TO PAY THE EXPENSES OF CONDUCTING BUSINESS OF SAID AUTHORITY, AND THE APPROPRIATION OF FUNDS THEREFOR, FOR THE FISCAL YEAR ENDING DECEMBER 31, 2016

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

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

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

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

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE WINDSOR DOWNTOWN DEVELOPMENT AUTHORITY that the following budget, with the projected allocation of budget funds being shown on Exhibit A, attached hereto and incorporated herein by reference, is adopted for the fiscal year ending December 31, 2016, and therefore recommends to the Town Board the adoption of the following budget:

Revenues:	
Beginning Fund Balance	\$521,839
Transfer from the Town of Windsor	\$270,000
Incremental Property Tax	\$ 13,080
Property Tax from Mill Levy	\$ 15,959
Auto Tax	\$ 850
Interest Income	\$ 5
TOTAL	\$821,734
Expenditures:	
Capital Outlay	\$ 10,000
Personnel Services	\$ 43,180
Operating and Maintenance	\$197,050
Administrative Support	\$ 5,000
TOTAL	\$255,230

NOW, THEREFORE, BE IT FURTHER RESOLVED BY THE BOARD OF DIRECTORS OF THE WINDSOR DOWNTOWN DEVELOPMENT AUTHORITY to recommend to the Town Board the appropriation of the aforementioned budget funds in the amount of Two Hundred, Fifty-Five Thousand, Two Hundred and Thirty Dollars (\$255,230) for expenditure on conducting the business of the Downtown Development Authority and for its projects and programs in accordance with the Town Board approved DDA Plan of Development.

Upon a motion duly made, seconded and carried, the foregoing Resolution was adopted this 21st day of October 2015.

WINDSOR DOWNTOWN DEVELOPMENT
AUTHORITY

Bob Winter, Chairperson

ATTEST:

Craig Petersen, Secretary

Downtown Development Authority Fund Detail Budget

		ACTUAL - PROJECTED			DOWNTOWN DEVELOPMENT AUTHORITY (DDA) FUND -19		
ACCT NO	ACCOUNT NAME	2015 BUDGET	Thru JUL 2015	AUG-DEC 2015	2015 PROJ.	2016 BUDGET	NOTES
DOWNTOWN DEVELOPMENT AUTHORITY (DDA) REVENUE - 19		DOWNTOWN DEVELOPMENT AUTHORITY (DDA)					
4001	<i>Beginning Fund Balance</i>	343,151			360,955	521,839	
4001	<i>Capital Projects Reserve Carryover</i>						
4311	Property Tax From Mill Levy	11,566	10,428	1,138	11,566	15,959	4 mills
4312	Auto Tax	0	493	352	846	850	
4324	Incremental Property Tax	14,326	10,673	3,653	14,326	13,080	
4334	Grants	0	0	0	0	0	
4364	Interest Income	5	3	2	6	5	
4367	Donations	0	0	0	0	0	
4376	Transfer from TOW General Fund	270,000	157,500	112,500	270,000	270,000	TOW Gen Fund transfer through 2016
DOWNTOWN DEVELOPMENT AUTHORITY REVENUES TOTAL		295,897	179,098	117,646	296,744	299,894	
AVAILABLE RESOURCES		639,048			657,699	821,734	
DOWNTOWN DEVELOPMENT AUTHORITY (DDA) EXPENDITURES -19							
DOWNTOWN DEVELOPMENT AUTHORITY - 486							
5112	Wages/Part Time	0	0	0	0	40,000	
5130	FICAMED	0	0	0	0	580	
5131	FICA	0	0	0	0	2,480	
5134	Unemployment Insurance	0	0	0	0	120	
	<i>Personal Services Total</i>	0	0	0	0	43,180	
6210	Office Supplies	500	79	50	129	500	
6213	Public Relations/Advertising	25,000	15,729	6,000	21,729	25,000	Banners, DDA signage, event support/promotion
6214	Board Development	4,000	340	2,150	2,490	4,000	2016 DCI Conference - Pueblo
6217	Dues/Fees/Subscriptions	770	785	560	1,345	2,000	Chamber \$250, DCI \$295, Special Districts Assn \$521.55
6218	Small Equipment	0	0	0	0	2,500	Computer, phone, calculator
6219	Special Equipment	20,000	780	0	780	10,000	bike racks, planters, beautification items
6242	Street Repair/Maintenance	1,500	300	0	300	1,500	DDA lot maintenance
6245	Travel/Mileage	150	0	0	0	500	Visit other DDA's & conference travel
6246	Liability Insurance	2,053	0	2,053	2,053	2,500	General liability - \$2M
6252	Legal Services	10,000	1,295	1,000	2,295	10,000	Liley Rogers & Martell
6253	Contract Service	46,500	81	1,200	1,281	7,200	VistaWorks \$1,200, office space use \$6,000
6256	Publishing/Recording	0	0	0	0	500	legal notices, etc.
6263	Postage	350	62	50	112	350	
6264	Printing/Binding	500	0	0	0	500	
6267	Study/Review/Analysis/Consulting	20,000	8,028	10,000	18,028	30,000	Retreat facilitator, consultants/architect/realtor - library, DDA-owned lots
6268	County Treasurer Fees	0	316	0	316	0	
6269	Miscellaneous	0	0	0	0	0	
6270	Façade Program	160,000	0	80,000	80,000	100,000	
6290	Elections	0	0	0	0	0	
	<i>Operating & Maintenance Total</i>	291,323	27,796	103,063	130,859	197,050	
7302	Admin Support Charge by Town of Windsor	5,000	2,917	2,083	5,000	5,000	monthly financial reports, consultation w/TOW
	<i>Debt Service Total</i>	5,000	2,917	2,083	5,000	5,000	
8410	Land/Easements	0	0	0	0	0	
8412	Site Improvements	0	0	0	0	5,000	Fencing for back lot - railroad

Budget 2016

Downtown Development Authority Fund Detail Budget

		ACTUAL - PROJECTED				DOWNTOWN DEVELOPMENT AUTHORITY (DDA) FUND -19	
ACCT NO	ACCOUNT NAME	2015 BUDGET	Thru JUL 2015	AUG-DEC 2015	2015 PROJ.	2016 BUDGET	NOTES
8440	Machinery/Equipment	0	0	0	0	5,000	Office furniture for DDA Exec Dir
	Capital Outlay Total	0	0	0	0	10,000	
DOWNTOWN DEVELOPMENT AUTHORITY EXPENDITURES TOTAL		296,323	30,712	105,147	135,859	255,230	
BEGINNING DDA BALANCE		343,151					
CAPITAL PROJECTS RESERVE CARRYOVER					360,955	521,839	
REVENUE		295,897			296,744	299,894	
Available Resources		639,048			657,699	821,734	
EXPENDITURES		296,323			135,859	255,230	
ENDING DDA BALANCE		342,725			521,839	566,504	



WINDSOR DOWNTOWN DEVELOPMENT AUTHORITY

MEMORANDUM

Date: October 21, 2015
To: Downtown Development Authority Board of Directors
From: Patti Garcia, Assistant to Town Manager/Town Clerk
Re: Consideration of Legal Services Agreement with Liley Law Offices, LLC
Item #: I.

Background / Discussion:

The Town of Windsor entered into a contract on March 8, 2010 with Liley, Rogers and Martell, LLC for legal services for the formation of a business improvement district (BID) for downtown Windsor and the establishment of the initial BID Board. Lucia Liley was named as the contact for the project with acknowledgement that other members of the firm would assist. The decision was made to form a Downtown Development Authority (DDA) as opposed to a BID and the contract did not change. The initial billing rates from the 2010 agreement were as follows:

2010 hourly rate

Lucia Liley	\$230
Associate attorneys	\$160
Paralegals	\$120

At the July 20, 2011 DDA meeting, Legal Counsel Liley was present and stated that she was reducing her rates for legal services to what the firm was charging the Fort Collins DDA. Those fees were reduced and are currently being charged to the DDA:

2011-2015 hourly rate

Lucia Liley	\$180
Joshua Liley	\$120
Paralegals	\$110

Staff was advised that as of October 1, 2015, that the firm would be doing business under a new legal entity at a new location. Since they have a new legal entity, the DDA is required to sign an engagement letter with the new firm in order to continue the representation. There were changes in the fees which are as follows:

October 2015 hourly rate

Lucia Liley	\$200
Joshua Liley	\$180
Paralegals	\$140

Staff forwarded the new agreement to the DDA Board who requested staff research and report on who other regional DDA's have retained for legal counsel. The following information was found regarding regional DDA's legal counsel representation:



WINDSOR DOWNTOWN DEVELOPMENT AUTHORITY

- Greeley DDA – contracts with Liley Law for TIF projects and has an attorney on the DDA board for ongoing legal work
- Loveland DDA – contracts with Liley Law
- Fort Collins DDA – contracts with Liley Law
- Longmont DDA – contracts with [Lyons Gaddis](#) (Longmont resident) and also with [Paul Beneditti](#) for public/private partnerships
- Golden DDA – Golden Town Attorney for ongoing legal counsel
Golden DDA under Community Development Director
- Castle Rock DDA – contracted with Dee Wisner for creation and the Castle Rock Town Attorney for ongoing legal counsel
Castle Rock DDA under Community Development Director

The DDA board has budgeted \$10,000 for Legal Services in their 2016 budget.

Recommendation:

Consideration of Legal Services Agreement with Liley Law Offices LLC - For DDA board discussion and consideration

Attachments:

2015 Legal Services Agreement

2010 Legal Services Agreement

LEGAL SERVICES AGREEMENT

WINDSOR DOWNTOWN DEVELOPMENT AUTHORITY (“you”) retain the law firm of LILEY LAW OFFICES, LLC (“the firm,” “us,” “our,” or “we”), to perform legal services in connection with the following project: Windsor Downtown Development Authority (“the Project”).

We anticipate our legal work may include providing the following services to you or performing such services on your behalf: general counsel (“the Legal Work”).

Our work will be limited to the Project and the Legal Work unless you specifically request our advice or representation on other projects and we agree to perform the additional legal work. After we complete the Project, we will not assume continuing responsibility to advise you on matters affecting the Legal Work we have performed unless you and we agree that our representation extends to providing continuing advice.

You initially consulted with Lucia A. Liley, a member of the firm, in connection with the Project. Notwithstanding such initial contact, some of the Legal Work may be performed by another member of the firm, paralegal, law clerk, law student, or legal assistant, including legal research, factual investigation, and preparation of drafts of legal documents, letters, applications, pleadings, and briefs.

You may terminate our employment by giving notice of such termination to us in writing. If permission for withdrawal from any pending litigation is required by the rules of any court, we will withdraw from such litigation upon permission of the court.

We may withdraw as counsel for you and terminate this Agreement for any just cause by notifying you in writing. Examples of just cause for termination include, but are not limited to, your failure to cooperate with us in our representation of you, a determination that representation of you would result in a conflict of interest for us, and any action or request by you which would require us to violate the Colorado Rules of Professional Conduct.

You may have your original documents and file as soon as the Project is completed. If you do not request your documents and file, we will keep them for six (6) years, after which time we will destroy or otherwise dispose of them.

A lawyer may not reveal information relating to representation of a client unless the client consents, except for disclosures that are impliedly authorized in order to carry out the representation of the client or matters that are of public record. There may be circumstances, however, under which we will be obligated, under the Rules of Professional Conduct, to reveal what would otherwise be considered confidential information. For example, we are obligated to reveal the intention of a client to commit a crime and the information necessary to prevent the crime. Similarly, we are obligated to disclose information when necessary to avoid assisting a criminal or fraudulent act by a client. If we have offered material evidence in any legal proceeding or made statements on behalf of a client and later learn that such evidence or statements were false, we must take reasonable remedial measures. Finally, the attorney-client privilege does not apply to communications between individuals outside the presence of attorneys or to communications that involve third parties or that you disclose to third parties. Therefore, in order to preserve the attorney-client privilege, you should not disclose or discuss matters pertaining to our representation of you to or with anyone except lawyers and staff of our firm. Similarly, you should not forward our correspondence, electronic messages, or voice messages to anyone else.

In order to represent you properly, it is essential that we receive from you truthful and complete information concerning the Project. If at any time you realize that information previously provided to us was incorrect in any respect, please promptly correct the error. We commit to do the same. We further commit to use our best efforts to have some member of our staff respond to your messages within two business days after we receive them. You should be aware, however, that the particular person with whom you wish to communicate may not be available at the time you transmit a message to our firm, whether by e-mail, facsimile, voice message, letter, or other means of communication. If you believe your message requires immediate attention, it will be necessary that you communicate that personally to a member of our firm or a member of our staff, who will either: (1) see that the message is promptly delivered to the person for whom it is intended; or (2) direct the message to another member of our firm capable of handling and responding to the message appropriately; or (3) explain to you that it simply will not be possible for a member of our firm to respond to or act on the message immediately. In appropriate situations, if no member of our firm is able to respond to a message which you believe may require immediate attention, we will provide to you the names of attorneys in other law firms that we hope will be able to assist you.

We will communicate with you by mail, facsimile transmission, e-mail, and voice messaging at the various addresses and telephone numbers which you have provided to us. If you believe that any mailing address, e-mail address, facsimile number, or telephone number will not be confidential, please let us know and we will avoid using such address and/or telephone number. If someone else opens your mail, checks your voice messages, or checks your e-mail messages, you may not be protected by the attorney-client privilege. If you wish for your mail to be marked personal and/or confidential, please let us know and we will be happy to do so. Information which is transmitted to you by electronic mail will not be encrypted. Cell phones and portable radio phones may be intercepted and may not be protected by the attorney client privilege if intercepted. Members of our firm use cell phones and portable radio phones. Please let us know if you do not wish for us to communicate with you using a cell phone or portable radio phone.

In the course of providing our clients with income tax, estate tax, and gift tax advice, we receive significant personal financial information from our clients. All information that we receive from you is held in confidence, and is not released to people outside the firm, except as agreed to by you, or as required under an applicable law. We retain records relating to professional services that we provide so that we are better able to assist you with your professional needs and, in some cases, to comply with professional guidelines. In order to guard your nonpublic, personal information, we maintain physical, electronic, and procedural safeguards that comply with our professional standards. We, as attorneys, are bound by professional standards of confidentiality that are even more stringent than those required by the Gramm-Leach-Bliley Act, Pub. Law 106-102 November 12, 1999 and the correlative FTC regulation, 16 CFR Part 313 (May 24, 2000).

We will ordinarily base the legal fees we charge you on the hourly rates of the attorneys, paralegals, legal assistants, or other office personnel who perform work for you. For some matters (for example, public trustee foreclosures; formation of a corporation, limited liability company or partnership; preparation of a simple will; formation of a condominium association; or preparation of real estate exchange documents), we may base our charges on a fixed fee. For other matters, we may base our charges on other factors, such as the results achieved, the novelty or difficulty of the questions involved, the amount at stake, or the time limitations under which we must work. Work for which time will be billed includes, but is not limited to, the following: conferences with you and/or your representatives; legal research; factual investigation; preparation of correspondence and other documents; reading, considering, and analyzing correspondence and other documents; preparation for and attendance in court, meetings and hearings; travel to and from court appearances, meetings and hearings; telephone conversations with you and others; and reviewing and responding to e-mail, voice mail, facsimile, and other messages.

The current hourly charges for attorneys and legal assistants are as follows:

Lucia A. Liley	\$200
Joshua C. Liley	180
Legal Assistants and Paralegals	140

Time spent by attorneys traveling to and from meeting and court appearances, as well as time spent waiting to appear in court or before other governmental bodies, will be billed at the full hourly rate. Necessary interoffice communications between attorneys and paralegals will be billed by both the attorney and the paralegal. Paralegal time will be billed for meetings and hearings at which the attorney determines a paralegal should be present to assist in hearing preparation and/or presentation.

We respectfully reserve the right to increase our hourly compensation rates upon prior written notice to you.

We also charge for expenses related to your work. Many charges are billed at our actual cost, such as computer research, third-party charges (e.g., court reporters or expert witnesses), travel, delivery, service of process, and filing fees. Other expenses, including photocopying, fax, and long-distance phone calls, may be billed at the charges we pay plus an overhead component to cover equipment costs, subscriber fees, and similar costs. Invoices for third-party services may be sent to you for direct payment.

Our monthly invoices will state the work performed by attorneys and any legal assistants, and the fees for such work; these invoices will detail each type of work performed (e.g. email, voicemail, telephone conference, meeting, document preparation, etc.) and provide a total fee amount for all services that day (i.e. fees will not be broken down by each service provided in the day). The statements will also itemize expenses related to your Project and any charges of any third parties who bill us for their services for you. We reserve the right to require that any unpaid balance bear interest at 18 percent per annum, accruing from 30 days after the invoice date until paid.

If you fail to pay our fees or expenses within 30 days after the mailing of any statement to you, this Agreement shall constitute permission from you for our withdrawal from any pending litigation. If we withdraw from any pending litigation, we will use reasonable precaution to avoid prejudice to your rights by allowing a reasonable period of time for you to employ other counsel to represent you. Upon termination of this Agreement withdrawal from all pending litigation and payment of any balance due to our firm we will deliver to you all papers and property to which you are entitled.

If you should have questions with regard to this Agreement, please call us. We appreciate your consideration of our firm to represent you.

LILEY LAW OFFICES, LLC, a Colorado
limited liability company

By: _____
Lucia A. Liley, Member

EFFECTIVE this 1st day of October, 2015.

Client:

WINDSOR DOWNTOWN DEVELOPMENT
AUTHORITY

By: _____

Printed Name: _____

Title: _____

LEGAL SERVICES AGREEMENT

TOWN OF WINDSOR, COLORADO, a home rule municipality (“you”) retain the law firm of LILEY, ROGERS & MARTELL, LLC (“the firm,” “us,” “our,” or “we”), to perform legal services in connection with the following project: Business Improvement District for downtown Windsor, Colorado (“the Project”).

We anticipate our legal work may include providing the following services to you or performing such services on your behalf: formation of a business improvement district (“BID”) for downtown Windsor, Colorado and the establishment of the initial BID Board (“the Legal Work”).

The parties acknowledge and agree that, although the Town is paying the costs for the work contemplated herein as the BID is not yet a legal entity, the services of Liley, Rogers & Martell pursuant to this engagement letter are intended for the benefit and in furtherance of the interests of the BID. Any future representation of the BID after completion of the scope of services set forth herein shall be the subject of a separate agreement.

Our work will be limited to the Project and the Legal Work unless you specifically request our advice or representation on other projects and we agree to perform the additional legal work. After we complete the Project, we will not assume continuing responsibility to advise you on matters affecting the Legal Work we have performed unless you and we agree that our representation extends to providing continuing advice.

Although Lucia A. Liley, a member of the firm, will be the contact for the Project and is anticipated to perform a majority of the Legal Work, some of the Legal Work may be performed by another member of the firm, paralegal, or legal assistant, including legal research, factual investigation, and preparation of drafts of legal documents, letters, applications, pleadings, and briefs. In addition, the parties further acknowledge and agree that Liley, Rogers & Martell will from time-to-time need to consult with special counsel about certain limited matters in connection with the project, and the Town hereby authorizes such consultation as part of the scope of services subject to the following: consultation shall be with the Denver law firm of Sherman & Howard, whose rates for such consultation shall not exceed \$350 per hour. Invoices for these services will be sent to you for direct payment.

You may terminate our employment by giving notice of such termination to us in writing. If permission for withdrawal from any pending litigation is required by the rules of any court, we will withdraw from such litigation upon permission of the court.

We may withdraw as counsel for you and terminate this Agreement for any just cause by notifying you in writing. Examples of just cause for termination include, but are not limited to, your failure to cooperate with us in our representation of you, a determination that representation of you would result in a conflict of interest for us, and any action or request by you which would require us to violate the Colorado Rules of Professional Conduct.

You may have your original documents and file as soon as the Project is completed. If you do not request your documents and file, we will keep them for six (6) years, after which time we will destroy or otherwise dispose of them.

A lawyer may not reveal information relating to representation of a client unless the client consents, except for disclosures that are impliedly authorized in order to carry out the representation of the client or matters that are of public record. There may be circumstances, however, under which we will be obligated, under the Rules of Professional Conduct, to reveal what would otherwise be considered confidential information. For example, we are obligated to reveal the intention of a client to commit a crime and the information necessary to prevent the crime. Similarly, we are obligated to disclose information when necessary to avoid assisting a criminal or fraudulent act by a client. If we have offered material evidence in any legal proceeding or made statements on behalf of a client and later learn that such evidence or statements were false,

we must take reasonable remedial measures. Finally, the attorney-client privilege does not apply to communications between individuals outside the presence of attorneys or to communications that involve third parties or that you disclose to third parties. Therefore, in order to preserve the attorney-client privilege, you should not disclose or discuss matters pertaining to our representation of you to or with anyone except lawyers and staff of our firm. Similarly, you should not forward our correspondence, electronic messages, or voice messages to anyone else.

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We will communicate with you by mail, facsimile transmission, e-mail, and voice messaging at the various addresses and telephone numbers which you have provided to us. If you believe that any mailing address, e-mail address, facsimile number, or telephone number will not be confidential, please let us know and we will avoid using such address and/or telephone number. If someone else opens your mail, checks your voice messages, or checks your e-mail messages, you may not be protected by the attorney-client privilege. If you wish for your mail to be marked personal and/or confidential, please let us know and we will be happy to do so. Information which is transmitted to you by electronic mail will not be encrypted. Cell phones and portable radio phones may be intercepted and may not be protected by the attorney client privilege if intercepted. Members of our firm use cell phones and portable radio phones. Please let us know if you do not wish for us to communicate with you using a cell phone or portable radio phone.

In the course of providing our clients with income tax, estate tax, and gift tax advice, we receive significant personal financial information from our clients. All information that we receive from you is held in confidence, and is not released to people outside the firm, except as agreed to by you, or as required under an applicable law. We retain records relating to professional services that we provide so that we are better able to assist you with your professional needs and, in some cases, to comply with professional guidelines. In order to guard your nonpublic, personal information, we maintain physical, electronic, and procedural safeguards that comply with our professional standards. We, as attorneys, are bound by professional standards of confidentiality that are even more stringent than those required by the Gramm-Leach-Bliley Act, Pub. Law 106-102 November 12, 1999 and the correlative FTC regulation, 16 CFR Part 313 (May 24, 2000).

Work for which time will be billed includes, but is not limited to, the following: conferences with you and/or your representatives; legal research; factual investigation; preparation of correspondence and other documents; reading, considering, and analyzing correspondence and other documents; preparation for and attendance in court, meetings and hearings; travel to and from court appearances, meetings and hearings; telephone conversations with you and others; and reviewing and responding to e-mail, voice mail, facsimile, and other messages.

The hourly charges for attorneys and legal assistants for the Legal Work will be as follows:

Lucia A. Liley	\$230
Associate Attorneys	160
Paralegals	120

Time spent by attorneys traveling to and from meeting and court appearances, as well as time spent waiting to appear in court or before other governmental bodies, will be billed at the full hourly rate.

We respectfully reserve the right to increase our hourly compensation rates upon prior written notice to you.

We also charge for expenses related to your work. Many charges are billed at our actual cost, such as computer research, third-party charges (e.g., court reporters or expert witnesses), travel, delivery, service of process, and filing fees. Other expenses, including photocopying, fax, and long-distance phone calls, may be billed at the charges we pay plus an overhead component to cover equipment costs, subscriber fees, and similar costs. Invoices for third-party services may be sent to you for direct payment.

Our monthly invoices will state the work performed by attorneys and any legal assistants, and the fees for such work. The statements will also itemize expenses related to your Project and any charges of any third parties who bill us for their services for you. Invoices are payable on receipt. You agree to pay for expenses and our services in accordance with this Legal Services Agreement. We may withdraw from representing you if we are not paid in a timely manner. We reserve the right to require that any unpaid balance bear interest at 18 percent per annum, accruing from 30 days after the invoice date until paid.

If you fail to pay our fees or expenses within 30 days after the mailing of any statement to you, this Agreement shall constitute permission from you for our withdrawal from any pending litigation. If we withdraw from any pending litigation, we will use reasonable precaution to avoid prejudice to your rights by allowing a reasonable period of time for you to employ other counsel to represent you. Upon termination of this Agreement withdrawal from all pending litigation and payment of any balance due to our firm we will deliver to you all papers and property to which you are entitled.

Pursuant to Colorado Revised Statutes (“C.R.S.”) § 8-17.5-101 et seq., the firm represents and agrees that:

- a. As of the date of execution of this Agreement:
 - i. The firm does not knowingly employ or contract with an illegal alien who will perform Legal Work under this Agreement; and
 - ii. The firm will participate in either the e-Verify program created in Public Law 208, 104th Congress, as amended, and expanded in Public Law 156, 108th Congress, as amended, administered by the United States Department of Homeland Security (the “e-Verify Program”) or the Department Program, an employment verification program established pursuant to C.R.S. § 8-17.5-102(5)(c) C.R.S. and administered by the Colorado Department of Labor and Employment, Division of Labor, in order to confirm the employment eligibility of all newly hired employees to perform Legal Work under this Agreement.
- b. The firm shall not knowingly employ or contract with an illegal alien to perform Legal Work under this Agreement or knowingly enter into a contract with a subconsultant who knowingly employs or contracts with an illegal alien to perform Legal Work under this Agreement.
- c. The firm shall not use the e-Verify Program or Department Program procedures to undertake pre-employment screening of job applicants during the term hereof.

d. If the firm obtains actual knowledge that a subconsultant performing Legal Work under this Agreement knowingly employs or contracts with an illegal alien, the firm shall:

- i. Notify such subconsultant and the Town within three days that the firm has actual knowledge that the subconsultant is employing or contracting with an illegal alien; and
- ii. Terminate the subcontract with the subconsultant if within three days of receiving the notice required pursuant to this provision the subconsultant does not cease employing or contracting with the illegal alien; except that the firm shall not terminate the contract with the subconsultant if during such three days the subconsultant provides information to establish that the subconsultant has not knowingly employed or contracted with an illegal alien.

e. The firm shall comply with any reasonable request by the Colorado Department of Labor and Employment (hereinafter the "Department") made in the course of an investigation that the Department undertakes or is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102 (5).

f. If the firm violates any provision of this Agreement pertaining to the duties imposed by C.R.S § 8-17.5-102 the Town shall have the right to terminate this Agreement. If this Agreement is so terminated, the firm shall be liable for actual and consequential damages to the Town arising out of the firm's violation of C.R.S. § 8-17.5-102.

g. The Town will notify the Office of the Secretary of State if the firm violates this provision of this Agreement and the Town terminates the Agreement for such breach.

If you should have questions with regard to this Agreement, please call us. We appreciate your consideration of our firm to represent you.

LILEY, ROGERS & MARTELL, LLC, a Colorado
limited liability company

By: _____
Lucia A. Liley, Member

AGREED to and accepted this _____ day of March, 2010.

TOWN OF WINDSOR, COLORADO,
A home rule municipality

By: _____
John S. Vazquez, Mayor



WINDSOR DOWNTOWN DEVELOPMENT AUTHORITY

MEMORANDUM

Date: October 21, 2015
To: Downtown Development Authority Board of Directors
From: Patti Garcia, Assistant to Town Manager/Town Clerk
Re: Façade Improvement Program Policies
Item #: J.

Background / Discussion:

The DDA board has now reviewed and approved two Façade Improvement grants and it is recommended that the policies be reviewed to assure the program is meeting the desired intent. The current policies are attached for your review; the one question staff has is related to the Policy 1.B.:

The Grant Program provides grants of up to 25% of the total cost of the facade renovation up to a maximum of \$20,000 per facade in accordance with the Project Funding Guidelines set forth in Policy V.B.

To date, the DDA Board has considered two façade improvement program applications; one for the Hearth and the other for Spokes. The Hearth application included the following:

Table with 5 columns: Location, Estimate of Costs, 25% of eligible expenses, Recommended award based on policy, Approved award. Rows include North, East, and West.

The DDA board discussed the application and determined to fund \$20,000 for each eligible façade acknowledging that the eligible expenses for the three elevations, in aggregate, accumulated to \$20,000 per side for a total of \$60,000.

The second application for Spokes provided an estimate of \$55,050 of eligible expenses for one façade with 25% of the total eligible expenses being \$13,763. The DDA granted the applicant the full \$20,000 which is not in line with the adopted policy.

Table with 5 columns: Location, Estimate of Costs, 25% of eligible expenses, Recommended award based on policy, Approved award. Row includes North.

The DDA board can make amendments to this policy in order to accomplish their goals. The current policy does not provide for an automatic award of \$20,000 per façade, regardless of the eligible expenses. This information is being brought to the Board for review and discussion of the Policy.

Attachments:

Windsor DDA Façade Improvement Program Policy



**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 \$20,000 per façade 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. 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
 - 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 \$20,000 per façade.
- 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.
- 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.

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.