



## WINDSOR DOWNTOWN DEVELOPMENT AUTHORITY

P.O. BOX 381, Windsor, CO 80550

[www.windsordda.com](http://www.windsordda.com)

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### BOARD OF DIRECTORS MEETING

January 20, 2016 – 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 December 16, 2016 Board of Directors Meeting – M. Ashby
- F. Report of Bills, Financial Report – P. Garcia, M. Ashby
- G. Executive Director's Report – M. Ashby
- H. Library Feasibility Update – M. Ashby
  1. Contract provided in Packet
  2. Communication Desires/Expectations (We're partners)
  3. How to keep stakeholders updated?
- I. Main Street Program Update, Approval to Apply for Affiliate Status – M. Ashby  
Application summary & Support Letter
- J. Alley Update – M. Ashby
  - Status of Survey/Title Work of DDA property (Status from Josh 2/17/16)
- K. Report from Sub-Committees
  1. Marketing Committee 1/13/16 Summary
    - Chamber of Commerce Business After Hours – Tuesday, February 9, 2015 – K. Melendez
  2. Beautification Committee
  3. Parking Committee
- L. Communications
  - DDA Board work session, January 20, 2016, 8:15AM
  - Town Board work session; IGA discussion, February 8, 2016 5:30PM – P. Garcia
  - Update on Façade Improvement – Spokes Status
- M. The News on the Street is . . .
- N. Adjourn

Note: Underlined items include attachments.



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**BOARD OF DIRECTORS MEETING**

**December 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 7:35 a.m.

B. Roll Call

Executive Director	Matt Ashby (via phone)
Chairman	Bob Winter
Vice Chairman	Dan Stauss
Secretary/Treasurer	Craig Petersen
	Kristie Melendez
	Dean Koehler
	Sean Pike (excused)
	Jason Schaeffer

Also present:

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

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 Melendez motioned to approve the agenda as presented; Board member Koehler seconded the motion. Roll call on the vote resulted as follows:**

**Yeas – Winter, Stauss, Melendez, Koehler, Shaeffer**

**Nayes - None. Motion carried.**

E. Approval of Minutes from the November 18, 2015 Board of Directors Meeting – M. Walter

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

**Yeas – Winter, Stauss, Melendez, Koehler, Shaeffer**

**Nayes - None. Motion carried.**

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

Town Clerk Garcia presented the report of bills, financial report, and 3<sup>rd</sup> Quarter Sales Tax Comparison by block. Board discussed the reports.

**Secretary/Treasurer Petersen motioned to approve the report of bills as presented; Vice Chairman Stauss seconded the motion. Roll call on the vote resulted as follows:**

**Yeas – Winter, Stauss, Melendez, Koehler, Shaeffer**

**Nayes - None. Motion carried.**



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### G. Consideration of Master Agreement for Professional Services with Ayres Associates – J. Liley

The DDA board reviewed the Professional Services agreement for Ayres Associates with Josh Liley. He stated from a legal standpoint, he approved the agreement. He also added in that the contract could be terminated with a 15 day notice from either party. The board discussed the agreement with Mr. Ashby and agreed to approve as presented.

**Vice Chairman Stauss motioned to approve the Professional Services with Ayres Associates as presented; Secretary/Treasurer Petersen seconded the motion. Roll call on the vote resulted as follows:**

**Yeas – Winter, Stauss, Melendez, Koehler, Shaeffer**

**Nays - None. Motion carried.**

### H. Legal Services – J. Liley

- Status of Survey/Title Work of DDA property.

Mr. Liley informed DDA board that there is no further research that can be done by the title company to determine ownership of the alley behind the DDA owned property. He has discussed this topic with Town of Windsor attorney, Ian McCargar. They are planning to work together with Town staff to determine the next step of taking ownership of this area. He is planning to report back to the board during the February meeting.

### I. Report from Sub-Committees

#### 1. Marketing Committee

- Windsor Wonderland Debrief - K. Melendez

Board member Melendez informed the board that Windsor Wonderland was a huge success with attendance between 2,500 and 2,800. The wildflower Christmas tree ornaments did not turn out as expected, but she was able to work with the company on getting drawstring bags as a replacement. The budget was overstated by \$350 to cover overnight shipping to have the bags in time for the event. They are hoping to use up the remainder bags and mugs at the Chamber of Commerce Business After Hours. The Marketing Committee will be meeting on January 13, 2016 in place of the Parking Committee meeting to finish planning for the Business After Hours.

- Chamber of Commerce Business After Hours

The event will be held on Tuesday, February 9, 2016 from 5PM – 7PM at the Art and Heritage Center. The committee will continue to plan, but would like any interested DDA restaurant to provide food for the event. She also hopes this will be a good time for the community and other DDA businesses to meet the executive director, Matt Ashby.

#### 2. Beautification Committee

No report.

#### 3. Parking Committee

Chairman Winter stated there is a lot of weekend parking available behind Design Beauty Academy and asked Ms. Garcia if the Town would be willing to re stripe the lot for parking. She stated she would discuss with Town staff and report back to the board.

### J. Communications

- Update on Library Feasibility and Building Project - P. Garcia

Ms. Garcia informed board that a company by the name of Humphries Poli was chosen to complete the Library Feasibility study. They are well known in the architecture and library world and should be a great fit for this opportunity. She will keep the board informed as the process continues.



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- Town Board work session calendar; IGA discussion – P. Garcia  
The DDA Board discussed getting on the Town Board work session calendar to discuss the Intergovernmental Agreement and would like to get discussions started sooner than later. It was determined that Town Clerk Garcia would request a work session date of January 25, 2016. Matt Ashby stated he would like to start working on Strategic Planning for the DDA which would support meeting with the Town Board. The DDA board will hold a work session after their regular meeting on January 20, 2016 to start working on the Plan.

K. The News on the Street is...

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

L. Adjourn

**Secretary/Treasurer Petersen motioned to adjourn the meeting at 8:42 a.m.; Board Member Schaeffer seconded the motion. Roll call on the vote resulted as follows:**

**Yeas – Winter, Stauss, Melendez, Koehler, Shaeffer**

**Nayes - None. Motion carried.**

*Megan Walter*

Megan Walter, Customer Service Supervisor

# Accounts

## Transactions by Account

DATED: 12/5-12/31/2015



Account	Vendor	Description	GL Date	Check No	Amount	PO No
19-486-6210-000	CARD SERVICES	DDA-INTERVIEW PANEL MEAL	12/18/2015	75333 ✓	18.2 ✓	
19-486-6210-000	CARD SERVICES	DDA-INTERVIEW PANEL MEAL	12/18/2015	75333	40.00 ✓	
		Vendor Subtotal for Department:486			58.20	
19-486-6213-000	THE GREELEY TRIBUNE	DDA WEBSKIN	12/11/2015	75326 ✓	85.00 ✓	
19-486-6213-000	THE GREELEY TRIBUNE	DDA TOP PAGE	12/11/2015	75326	248.00 ✓	
19-486-6213-000	THE GREELEY TRIBUNE	ADVERTISING WINDSOR 125	12/11/2015	75326	414.00 ✓	
		Vendor Subtotal for Department:486			747.00	
19-486-6213-000	COLORADO DEPARTMENT OF REVENUE	SPECIAL/MULTIPLE EVENTS TAX LI	12/11/2015	75286 ✓	16.00 ✓	
		Vendor Subtotal for Department:486			16.00	
19-486-6213-000	KAILIEE MELENDEZ	Windsor Wonderland, Website, Newslette	12/31/2015	75488 ✓	163.00 ✓	
		Vendor Subtotal for Department:486			163.00	
19-486-6214-000	CARD SERVICES	DDA-LODGING REFUND CONFERNC	12/18/2015	75333 ✓	-262.11	
		Vendor Subtotal for Department:486			-262.11 ✓	
19-486-6242-000	COLORADO SPECIAL DISTRICT	DDA LIABILITY INSURANCE	12/11/2015	75288 ✓	2,007.11 ✓	
19-486-6242-000	COLORADO SPECIAL DISTRICT	WORKMANS COMPENSATION COVE	12/11/2015	75289 ✓	194.00 ✓	

		Vendor Subtotal for Department:486			<b>2,201.11</b>
19-486-6252-000	LILEY LAW OFFICES, LLC	DDA LEGAL SVCS	12/23/2015	75409 ✓	1,312.00 ✓
		Vendor Subtotal for Department:486			<b>1,312.00</b>
19-486-6270-000	WINDSOR SEVERANCE HISTORICAL SOCIET OUTSIDE AGENCY FUNDING FOR SC		12/17/2015	75352	25,000.00
		Vendor Subtotal for Department:486			<b>25,000.00</b>
		Report Total:			<b>29,235.20</b>



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

<b><u>Finance Department</u></b>	
Vendor #	106373
Obligation #	

## PAYMENT REQUEST

INVOICE NUMBER: 0054 NOV 2015	Notes: Patti
VENDOR: CARD SERVICES	
	DDA EXPENSE

INVOICE DATE	PROCESSED BY	CARDHOLDER SIGNATURE	DEPT. HEAD APPROVAL
11/25/15	Patti Garcia	<i>ogj</i>	<i>DM</i>

BUDGET LINE ITEM					
FUND	DEPT.	FUNCTION	PROJECT	DESCRIPTION	TOTAL
01	419	6253		King Soopers – CPAC meeting 11/4/15	44.14
01	413	6217		Coloradoan web access	11.00
01	413	6217		Greeley Tribune web access	6.06
01	411	6214		Guadalajaras/Town Board dinner	125.60
01	411	6214		King Soopers-Town Board snacks	14.37
19	486	6210		King Soopers – Food for Exec Dir interviews	18.20
19	486	6214		Strater Hotel refund	(262.11)
				POSTED	
				<b>GRAND TOTAL</b>	<b>(\$42.74)</b>



**Hometown Grocer. Hometown Team.**

1520 Main St.  
(970) 674-2830 Store

	Valued Customer	*****1661
	KFT PHLY WHPD CRMC<+	1.99 B
SC	SOOPER SAVINGS	0.80
	MX MLN GRPS	2.51 B
	STRWBRY IS	3.23 B
	JOLLY RANCHER CNDY-\$	2.67 B
SC	SOOPER SAVINGS	0.52
	1 @ 2/8.00	
	MARS MIXED	<+ 3.49 B
SC	SOOPER SAVINGS	0.51
	5 @ 0.69	
Pr	BAGEL	3.45 B
	TAX	0.86
	**** BALANCE	18.20
Tic	Windsor CO 80550	
	VISA Purchase *****0054	
	REF#: 006837	TOTAL: 18.20

VISA CHANGE 18.20  
0.00

3.950% Tax C 0.68  
2.900% Tax D 0.18  
TOTAL TAX 0.86  
TOTAL NUMBER OF ITEMS SOLD = 10

Sooper Card Coupon Savings \$1.83  
Total Coupon Savings \$1.83  
You Saved 9% Off Your Order Today!

11/06/15 06:59am 104 81 17 999  
NOVEMBER FUEL POINTS  
REDEEM 100PTS TO SAVE .10 PER GAL.  
ON ONE PURCHASE OF UP TO 35 GAL.  
SAVE UP TO \$1 PER GAL AT KING SOOPERS  
AND LOAF 'N JUG OR .10 PER GAL AT  
SHELL ON 1 FILL-UP.

FUEL POINTS THIS ORDER = 17  
FUEL POINTS THIS MONTH = 99

THIS MONTHS POINTS EXPIRE 12/31/15.  
VISIT WWW.KINGSOOPERS.COM FOR DETAILS

NEAREST PARTICIPATING LOCATIONS\*  
KING SOOPERS (0.0 mi.)  
1520 Main St  
Windsor, CO 80550

LOAF 'N JUG (0.63 mi.)  
1201 Main St  
Windsor, CO 80550

\*Locations subject to change  
\*\*\*\*\*

With Our Low Prices, You Saved  
**\$1.83**

Annual Card Savings \$1,303.35  
PARTICIPATING ITEMS <+ = 2  
Now Hiring - Apply Today!  
jobs.kingsoopers.com  
www.kingsoopers.com

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**Patti Garcia**

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**From:** Megan Reynolds <MReynolds@Strater.com>  
**Sent:** Wednesday, November 11, 2015 3:41 PM  
**To:** Patti Garcia  
**Subject:** RE: Town of Windsor, CO billing question

Hello Patti,

I do show that Jason did indeed stay here. It looks like he was double booked. I have refunded that charge. Our system shows we emailed you for Craig's room. Cancellation would have been emailed if the reservation was cancelled in our system which we do not show record of. Do you have a cancellation number?

Thank you,

Megan

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**From:** Patti Garcia [mailto:pgarcia@windsorgov.com]  
**Sent:** Monday, November 09, 2015 6:10 PM  
**To:** Megan Reynolds  
**Subject:** Town of Windsor, CO billing question

Hi Megan,

Thanks for the return call. I have a question regarding the two charges for \$174.74 on the attached. I was told that they were no-show charges for Jason Shaeffer and Craig Peterson. Jason Shaeffer had reservation 10N3P8 (originally under my name) and stayed at the hotel. His charge is noted on the attached for \$318 and included in the FO Folio pdf; he actually came in a day early and paid for his extra day with his American Express. I am not sure about the no-show for Craig Peterson – I never received a confirmation for him and he was never signed up to attend the conference. I had reserved a couple of rooms but had cancelled them back in July.

Any insight you can provide would be great.

Thanks,

**Patti Garcia**  
Town Clerk/Assistant to the Town Manager  
Town of Windsor | Administrative & Customer Services  
301 Walnut Street | Windsor, CO 80550  
Dir: 970-674-2404 | Off: 970-674-2400 | Fax: 970-674-2456  
pgarcia@windsorgov.com  
www.windsorgov.com

Follow Us [www.windsorgov.com/socialmedia](http://www.windsorgov.com/socialmedia)

174.74  
174.74  
349.48  
- 87.37  
(262.11)

## Patti Garcia

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**From:** Megan Reynolds <MReynolds@Strater.com>  
**Sent:** Monday, November 23, 2015 10:47 AM  
**To:** Patti Garcia  
**Subject:** RE: Peterson Charge

Hello Patti,

My team and I have agreed to reduce the fee to ½ of the original cost as both sides made mistakes. A credit of \$87.37 has been applied to the Visa on file. Please let me know if you need anything else.

Thank you,

Megan

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**From:** Patti Garcia [<mailto:pgarcia@windsorgov.com>]  
**Sent:** Monday, November 23, 2015 9:32 AM  
**To:** Megan Reynolds  
**Subject:** RE: Peterson Charge

Megan-

Thanks for the info. I never received the confirmation email because the address was incorrect; the attached has the address as [pgarcia@windsorgov.cm](mailto:pgarcia@windsorgov.cm) (should be .com).

Is there a way I could get a discount or waive the no show charge? Apparently the reservation was made but I was unaware of it since I never received the confirmation.

Patti

### Patti Garcia

Town Clerk/Assistant to the Town Manager  
Town of Windsor | Administrative & Customer Services  
301 Walnut Street | Windsor, CO 80550  
Dir: 970-674-2404 | Off: 970-674-2400 | Fax: 970-674-2456  
[www.windsorgov.com](http://www.windsorgov.com)

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**From:** Megan Reynolds [<mailto:MReynolds@Strater.com>]  
**Sent:** Thursday, November 12, 2015 8:07 AM  
**To:** Patti Garcia  
**Subject:** Peterson Charge

Hi Patti,

Here's what I show. Let me know if you need anything else.

Thank you,  
Megan Reynolds



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

<b>Finance Department</b>	
Vendor #	105741
Obligation #	

## PAYMENT REQUEST

INVOICE NUMBER: <del>1083665113015</del> 11652829	Notes:
VENDOR: Greeley Tribune, The	
DBA: Greeley Tribune (IF OTHER THAN VENDOR)	
Address: P.O. Box 1690 Greeley, CO 80632	
Phone:	
Fax:	

INVOICE DATE	PROCESSED BY	SUPERVISOR APPROVAL	DEPT. HEAD APPROVAL
12.10.158	Krystal Eucker		<i>PSG</i>

BUDGET LINE ITEM					
FUND	DEPT.	FUNCTION	PROJECT	DESCRIPTION	TOTAL
19	486	6213	000	DDA Webskin	85.00
<b>TOTAL</b>					<b>85.00</b>

POSTED

Return to **Stacey** in Finance

Please detach and return above portion with your payment



For information or questions regarding your bill, please call our Customer Service Department at (970) 392-5643 or email us at delarson@greeleytribune.com.

Account Manager: Cristin Peratt WN 970-352-0211 cperatt@greeleytribune.com

Account Name		Account Number		Billing Period		Invoice Number	
Windsor, Town of		1083665		11/01/15 - 11/30/15		1083665113015	
Payments/Credits	Current	30 Days	60 Days	90 Days	120 Days	Total Amount Due	
0.00	85.00	0.00	0.00	0.00	0.00	85.00	

DATE	PUBLICATION	AD#	PO# / DESCRIPTION / INSERT IDENTIFIER	UNITS	RUNS	AMOUNT
11/1	Ad Type: Internet WNI	11652829	Webskin- DDA		1	85.00

To review our full terms and conditions, please visit [www.swiftcom.com/tac](http://www.swiftcom.com/tac).



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

<b><i>Finance Department</i></b>	
Vendor #	<b>105741</b>
Obligation #	

## PAYMENT REQUEST

<b>INVOICE NUMBER:</b> <del>1083665113015</del> 11652826	<b>Notes:</b>
<b>VENDOR:</b> Greeley Tribune, The	
<b>DBA:</b> Greeley Tribune (IF OTHER THAN VENDOR)	
<b>Address:</b> P.O. Box 1690 Greeley, CO 80632	
<b>Phone:</b>	
<b>Fax:</b>	

INVOICE DATE	PROCESSED BY	SUPERVISOR APPROVAL	DEPT. HEAD APPROVAL
12.10.158	Krystal Eucker		

BUDGET LINE ITEM				DESCRIPTION	TOTAL
FUND	DEPT.	FUNCTION	PROJECT		
19	486	6213	000	DDA Page Top	248.00
<b>TOTAL</b>					<b>248.00</b>

POSTED

**Return to Stacey in Finance**

Please detach and return above portion with your payment



For information or questions regarding your bill, please call our Customer Service Department at (970) 392-5643 or email us at delarson@greeleytribune.com.

Account Manager: Cristin Peratt WN 970-352-0211 cperatt@greeleytribune.com

Account Name		Account Number		Billing Period		Invoice Number	
Windsor, Town of		1083665		11/01/15 - 11/30/15		1083665113015	
Payments/Credits	Current	30 Days	60 Days	90 Days	120 Days	Total Amount Due	
0.00	248.00	0.00	0.00	0.00	0.00	248.00	

DATE	PUBLICATION	AD#	PO# / DESCRIPTION / INSERT IDENTIFIER	UNITS	RUNS	AMOUNT
11/1	WN	11652826	DDA Page Top	6 x 3.25	1	248.00

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 Windsor, CO 80550  
 Office 970-674-2400  
 Fax 970-674-2456

<b>Finance Department</b>	
Vendor #	105741
Obligation #	

## PAYMENT REQUEST

<b>INVOICE NUMBER:</b> 11608708	<b>Notes:</b>
<b>VENDOR:</b> Greeley Tribune, The	
<b>DBA:</b> Greeley Tribune (IF OTHER THAN VENDOR)	
<b>Address:</b> P.O. Box 1690 Greeley, CO 80632	
<b>Phone:</b>	
<b>Fax:</b>	

INVOICE DATE	PROCESSED BY	SUPERVISOR APPROVAL	DEPT. HEAD APPROVAL
12/10/15	Krystal Eucker		

BUDGET LINE ITEM				DESCRIPTION	TOTAL
FUND	DEPT.	FUNCTION	PROJECT		
19	486	6213	000	Windsor 125	\$414.00
				<b>TOTAL</b>	\$414.00

POSTED

**Return to Stacey in Finance**



For information or questions regarding your bill, please call our Customer Service Department at (970) 392-5643 or email us at delarson@greeleytribune.com.

Account Manager: Cristin Peratt WN 970-352-0211 cperatt@greeleytribune.com

Account Name		Account Number		Billing Period		Invoice Number	
Windsor, Town of		1083665		11/01/15 - 11/30/15		1083665113015	
Payments/Credits	Current	30 Days	60 Days	90 Days	120 Days	Total Amount Due	
0.00	414.00	0.00	0.00	0.00	0.00	414.00	

DATE	PUBLICATION	AD#	PO# / DESCRIPTION / INSERT IDENTIFIER	UNITS	RUNS	AMOUNT
11/15	OL, WNS	11668705	windsor 125	6 x 5	1	414.00

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 Windsor, CO 80550  
 Office 970-674-2400  
 Fax 970-674-2456

<u>Finance Department</u>	
Vendor #	106905
Obligation #	

## PAYMENT REQUEST

<b>INVOICE NUMBER: 30379589</b>	<b>Notes:</b>
<b>VENDOR: Colorado Department of Revenue</b>	
<b>DBA: Colorado Department of Revenue</b> (IF OTHER THAN VENDOR)	
<b>Address:</b> Denver, CO 80261-0013	
<b>Phone: 303-238-7378</b>	DDA EXPENSE
<b>Fax:</b>	

INVOICE DATE	PROCESSED BY	SUPERVISOR APPROVAL	DEPT. HEAD APPROVAL
12/07/15	Krystal Eucker		<i>KE</i>

BUDGET LINE ITEM				DESCRIPTION	TOTAL
FUND	DEPT.	FUNCTION	PROJECT		
19	486	6213		Special/Multiple Events Sales Tax License 01/16-12/17	16.00
				POSTED	
				<b>TOTAL</b>	<b>16.00</b>

Return to **Stacey** in Finance

## APPLICATION FOR RENEWAL OF MULTIPLE EVENT SALES TAX LICENSE



WINDSOR DOWNTOWN DEVELOPMENT AUTHORITY  
 301 WALNUT ST  
 WINDSOR CO 80550-5141

This form is to be used to renew your Special/Multiple Events sales tax license that expires at the end of this year.

If you will be participating in Special Events during the next two years and you wish your account to remain active, please return this form with the proper fee. Do not return the form if you will not participate in special events during the next two years.

**Fees:**

1. \$16 for two years if you do not have a Standard Sales tax account.
2. No Fee if you have a Standard Colorado Sales tax account.  
 If you have a standard sales tax account, put a zero in the total fee space below and indicate the standard account number below.
3. Please mail to:  
 Colorado Department of Revenue  
 Denver CO 80261-0013

## APPLICATION FOR RENEWAL OF MULTIPLE EVENTS SALES TAX LICENSE

▼ Photocopy for Your Records. Return Only the Coupon Below – Detach Here ▼

DR 0593 (07/18/13)	<b>Important:</b> Failure to be properly licensed constitutes a violation and subjects the taxpayer to a penalty of misdemeanor.	<b>17</b>					
Renewal Applications for Stores or Sales Tax License for the Years ↴							
Standard Account Number	Use this account number for all special event reference	Liability Information	ACTV	Due Date			
		County    City    Industry    Type    Liability Date		Month    Day    Year			
30379589	30379589	030142042                      G                      060113	V	12    21    15	01/16-12/17		
Signature of Applicant		Title		Date			

The State may convert your check to a one time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department of Revenue may collect the payment amount directly from your bank account electronically.

**MAKE REMITTANCE PAYABLE TO  
 COLORADO DEPARTMENT OF REVENUE**

TOTAL FEE(S) 0140-750(999)    \$                      16.00



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

<u>Finance Department</u>	
Vendor #	107149
Obligation #	

## PAYMENT REQUEST

INVOICE NUMBER: 007	Notes:
VENDOR: Kailee Melendez	
DBA: Kailee Melendez (IF OTHER THAN VENDOR)	
Address: 2931 Eindborough Dr Fort Collins, CO 80525	
Phone: 970-217-6277	
Fax:	DDA EXPENSE

INVOICE DATE	PROCESSED BY	SUPERVISOR APPROVAL	DEPT. HEAD APPROVAL
12/26/2016	Krystal Eucker		

BUDGET LINE ITEM				DESCRIPTION	TOTAL
FUND	DEPT.	FUNCTION	PROJECT		
19	486	6213		Windsor Wonderland, Website and Newsleter	163.00
				<b>TOTAL</b>	<b>163.00</b>

POSTED

Return to Stacey in Finance

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**KAILEE MELENDEZ**

**INVOICE**

970-217-6277  
kaileeann22@gmail.com

2931 Eindborough Dr.  
Fort Collins, CO  
80525

Attention: Patti Garcia  
Assistant to the Town Manager/ Town Clerk  
Town of Windsor | Administrative & Customer Service  
301 Walnut Street  
Windsor, CO 80550  
Date: 12/26/15

Project Title: Website and Social Media Management  
Invoice Number: 007  
Project Term: 11/15/15 to 12/15/15  
Terms: 30 Days

Description	Quantity	Unit Price	Cost
Windsor Wonderland Work	3	\$ 25	\$ 75
Website Updates	1	\$ 25	\$ 25
Newsletters	2.50	\$ 25	\$ 63
		Subtotal	\$ 163
		Total	\$ 163

Thank you for your business!

Sincerely yours,

Kailee Melendez



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

<u>Finance Department</u>	
Vendor #	106970
Obligation #	

## PAYMENT REQUEST

<b>INVOICE NUMBER: 29C70013-1620</b>	<b>Notes:</b>
<b>VENDOR: Colorado Special Districts Property and Liability Pool</b>	
<b>DBA: Colorado Special Districts Property and Liability Pool</b> (IF OTHER THAN VENDOR)	
<b>Address: P.O. Box 1539</b> Portland, OR 97207-1539	
<b>Phone: 800-318-8870</b>	DDA EXPENSE
<b>Fax:</b>	

INVOICE DATE	PROCESSED BY	SUPERVISOR APPROVAL	DEPT. HEAD APPROVAL
11/6/2015	Krystal Eucker		<i>PSG</i>

BUDGET LINE ITEM					
FUND	DEPT.	FUNCTION	PROJECT	DESCRIPTION	TOTAL
19	486	6242		DDA Liability Insurance	2,007.11
				<b>TOTAL</b>	<b>2,007.11</b>

POSTED

**Return to Stacey in Finance**



**Colorado Special Districts Property and Liability Pool**

**Remittance**

**Date:** 06-Nov-15

**Entity:** Windsor Downtown Development Authority  
301 Walnut Street  
Windsor, CO 80550

**Broker:** Whitney Morgan  
Flood & Peterson Insurance, Inc. -FC  
PO Box 578  
Greeley, CO 80632

Invoice #:	Entity #:	Effective Date:	Expiration Date:	Invoice Date:
29C70013-1620	70013	01-Jan-16	01-Jan-17	06-Nov-15

Coverage:	Contribution:
General Liability	\$859.80
Public Officials Liability	\$487.00
Auto Liability	\$0.00
Non-Owned / Hired Auto Liability	\$132.00
Auto Physical Damage	\$0.00
Hired Auto Physical Damage	\$65.00
Excess Liability	\$330.00
Property	\$0.00
Earthquake	\$0.00
Flood	\$0.00
Equipment Breakdown	\$0.00
Comprehensive Crime and ID Recovery Extension	\$133.31
Ancillary Lines and/or Reinstatement Charge	\$0.00
<b>Total Contribution</b>	<b>\$2,007.11</b>

*(Includes 10% commission paid to the broker)*

**The following discounts are applied or available (Not applicable to minimum contributions):**

*- An 8% Multi Program Discount for participation in the Pool's Workers' Compensation Program has been applied.*



19-4806242

[www.colotrust.com](http://www.colotrust.com)  
 Toll Free: 877-311-0219

**Payment Due Upon**

Payment evidences acceptance of this coverage. Please send a copy of the Intergovernmental Agreement require timely payment to prevent Colorado Special Districts Property and Liability Pool Board of Directors

Terms of  
y  
on.

**Please Remit to:** Colorado Special Districts Property and Liability Pool  
PO Box 1539  
Portland, OR 97207-1539  
Toll Free: 800-318-8870 / Fax: 503-943-6622



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

<u>Finance Department</u>	
Vendor #	106970
Obligation #	

## PAYMENT REQUEST

INVOICE NUMBER: 16W70013-2264	Notes:
VENDOR: Colorado Special Districts Property and Liability Pool	
DBA: Colorado Special Districts Property and Liability Pool (IF OTHER THAN VENDOR)	
Address: P.O. Box 1539 Portland, OR 97207-1539	
Phone: 800-318-8870	DDA EXPENSE
Fax:	

INVOICE DATE	PROCESSED BY	SUPERVISOR APPROVAL	DEPT. HEAD APPROVAL
10/16/2015	Krystal Eucker		<i>PSG</i>

BUDGET LINE ITEM					
FUND	DEPT.	FUNCTION	PROJECT	DESCRIPTION	TOTAL
19	486	6242		Workman's Compensation Coverage	194.00
				POSTED	
				<b>TOTAL</b>	194.00

Return to **Stacey** in Finance



Colorado Special Districts Property and Liability Pool

Workers' Compensation Invoice - Coverage Year 2016

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

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

Table with columns: Invoice #, Entity #, Effective Date, Expiration Date, Invoice Date, Class Code, Description, No. of Vol., No. of Empl. (FT/P/T), 2016 Rate, 2016 Estimated Employee Payroll, 2016 Estimated Volunteer Payroll, Estimated Manual Contribution.

Summary table showing Manual Contribution: \$52.56, Experience Modification: x 1.00, Modified Contribution: = \$52.56, Contribution Volume Credit: - \$0.00, Designated Provider Discount: - \$0.00, Cost Containment Deviation: x, Manual Adjustment: x, Multi Program Discount: x, Total Estimated Contribution: = \$200.00, Estimated Annual Contribution: = \$200.00.

Table with 2 columns: Description and Amount. Row 1: Annual Discounted Payment Plan - Payment Due January 8, 2016, \$194.00. Row 2: If payment is not received prior to January 8, 2016 then no discount applies, \$200.00.

MINIMUM CONTRIBUTION APPLIES

Total contribution includes commission paid to the Broker reflected above (9% First Year and 6% Annually thereafter)

COLO TRUST logo with handwritten number 106970 and phone number 19-480-6242. Website: www.colotrust.com, Toll Free: 877-311-0219.

NOTE: Payment evidences automatic cancellation of coverage. Only prior payment correctly. Only prior cancellation provision.

Governmental Agreement require timely payment to prevent cancellation. Please reference the invoice number on your check to help us apply your Liability Pool Board and subsequent approval may extend.

Please Remit To: Colorado Special Districts Property and Liability Pool
c/o McGriff, Seibels & Williams, Inc.
P. O. Box 1539
Portland, OR 97207-1539

Wire Transfer is available upon request.
Billing Questions : Lshi@mcgriff.com
Toll Free: 800-318-8870 / Fax: 503-943-662



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

<u>Finance Department</u>	
Vendor #	<del>106299</del>
Obligation #	107453

## PAYMENT REQUEST

INVOICE NUMBER: 12976	Notes:
VENDOR: Liley Law Office	
DBA: Liley Law Office (IF OTHER THAN VENDOR)	
Address: 300 South Howes Street Fort Collins, CO 80521	
Phone:	
Fax:	DDA EXPENSE

INVOICE DATE	PROCESSED BY	SUPERVISOR APPROVAL	DEPT. HEAD APPROVAL
12/21/15	Krystal Eucker		<i>PS</i>

BUDGET LINE ITEM					
FUND	DEPT.	FUNCTION	PROJECT	DESCRIPTION	TOTAL
19	486	6252	000	DDA Legal Services	1,312.00
				TOTAL	1,312.00

POSTED

Return to **Stacey** in Finance

**Liley Law Offices, LLC**  
419 Canyon Avenue, Suite 220  
Fort Collins, CO 80521

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

December 17, 2015

Re: DDA

Services Rendered per Invoice #12976 \$ 1,312.00

Total Due \$ 1,312.00

Thank you

**Liley Law Offices, LLC**

419 Canyon Avenue, Suite 220  
Fort Collins, CO 80521  
Fed ID #47-4400948

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

December 17, 2015

In Reference To: DDA  
Invoice #12976



Professional Services

		<u>Hrs/Rate</u>	<u>Amount</u>
11/2/2015	JPK Review emails from Patti Garcia and Josh Liley; email to and from Josh Liley regarding closing; confirm closing fees and arrangements with North American Title Company	0.50 140.00/hr	70.00
11/23/2015	JCL Email from and to Patti Garcia regarding review of contract provided by Ayers Associates	0.10 180.00/hr	18.00
11/30/2015	JCL Begin review of proposed contract provided by Ayer Associates	0.30 180.00/hr	54.00
12/3/2015	JCL Email from Patti to Interview Committee regarding comments on contract with Ayers Associates; review attached budget allocation and DDA budget spreadsheet; email to Patti regarding budget/time allocation documents	0.20 180.00/hr	36.00
12/4/2015	JCL Email from Kristie Melendez regarding comments on contract with Ayers Associates	0.10 180.00/hr	18.00
12/7/2015	JCL Complete review of Ayers Associates contract; begin drafting revisions to contract	0.90 180.00/hr	162.00
12/8/2015	JCL Complete revisions to Ayers Associates contract; call with Patti Garcia regarding Boardmember conversations with Matt Ashby, proposed changes to contract as a result and coordinating DDA revisions to contract	1.40 180.00/hr	252.00
12/10/2015	JCL Email from Patti regarding Boardmember conversations with Ayers Associates regarding changes to contract documents, coordination of packet information; draft additional revisions to contract with Ayers Associates; draft comments explaining my revisions to contract; email to Patti regarding contract revisions, coordinating review and inclusion in Board packet	1.00 180.00/hr	180.00

	<u>Hrs/Rate</u>	<u>Amount</u>
12/11/2015 JCL Email from Patti Garcia regarding packet for 12/16/15 Board meeting; review packet; call with Patti regarding status update, coordinating Ayers Associates contract with Board packet; call with Matt Ashby regarding changes to contract; email from Matt regarding acceptance of first round of changes to contract with Ayers Associates; numerous emails from and to Matt Ashby regarding revised budget/time allocation documents; review revised allocations; draft finale revisions to contract as based on conversations with Matt Ashby; lengthy email from Matt regarding review of final contract changes, comments on making additional changes to budget/time allocation document regarding billing methodology and employee hour rate list; call with Kristie Melendez regarding comments on contract, revised budget/time allocation document	1.80 180.00/hr	324.00
12/14/2015 JCL Several emails from and to Matt Ashby regarding latest changes to budget/time allocation document, proposed language for document; review of revised documents; call with Kristie Melendez regarding review of latest changes to budget/time allocation document; voice message to Patti regarding status update; email to Patti regarding final draft of contract and budget/time allocation, inclusion in Board packet	0.70 180.00/hr	126.00
12/15/2015 JCL Telephone conference with Ian McCargar regarding issues related to "alley" in Burlington Subdivision	0.40 180.00/hr	72.00
For professional services rendered		<u>\$1,312.00</u>
Previous balance		\$630.00
Accounts receivable transactions		
12/8/2015 Payment - Thank You No. 75210		<u>(\$630.00)</u>
Total payments and adjustments		(\$630.00)
Balance due		<u><u>\$1,312.00</u></u>



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

<b>Finance Department</b>	
Vendor #	107467
Obligation #	

## PAYMENT REQUEST

INVOICE NUMBER: 12.15.15	Notes:
VENDOR: Windsor Severance Historical Society	
DBA: Windsor Severance Historical Society (IF OTHER THAN VENDOR)	
Address: 501 Ash Street Windsor, CO 80550	
Phone:	
Fax:	

INVOICE DATE	PROCESSED BY	SUPERVISOR APPROVAL	DEPT. HEAD APPROVAL
12/15/15	Krystal Eucker		

BUDGET LINE ITEM				DESCRIPTION	TOTAL
FUND	DEPT.	FUNCTION	PROJECT		
19	486	6270	000	Outside Agency Funding for Sculpture	25,000.00
<b>TOTAL</b>					<b>25,000.00</b>

POSTED

Return to **Stacey** in Finance



Standard (Long) Form Grant Application

ORGANIZATION NAME: Windsor-Severance Historical Society
MAILING ADDRESS: 501 Ash St., Windsor, CO 80550
PHYSICAL ADDRESS: Christian Church of Windsor, 530 Walnut (meeting place)
ORGANIZATION DIRECTOR/PRESIDENT: Marge Straube
GRANT CONTACT: Sandy Brug
DAYTIME PHONE: 970-686-2122 CELL PHONE: 970-978-6580
FAX: EMAIL: sbrug@live.com
WEBSITE ADDRESS: www.theWSHS.org
FEDERAL IDENTIFICATION NUMBER: 84-1106623
IS THE ORGANIZATION TAX EXEMPT UNDER THE PROVISIONS OF SECTION 501(c)(3) OF THE INTERNAL REVENUE CODE? yes

- PURPOSE OF GRANT: Agency Support as a whole, Marketing Support, Special Program or Projects, Capital Expenditure, Seed, start-up or development costs, Technical assistance
TYPE OF AGENCY: Arts & Culture, Health & Human Services, Education, Environment, Sports/Recreation, Other

AMOUNT OF REQUEST: \$ 50,000 FISCAL YEAR END: 2015

BRIEF DESCRIPTION OF REQUEST: The money that is being requested would enable the WSHS to make the first payment toward our total cost of \$150,000 to have a bronze statue sculpted and placed at Boardwalk Park. The contract with our artist specifies that the first \$50,000 will allow him to begin the full sculpting in clay and it will also lock in the price for materials. It will help us to meet the deadline of having the sculpture in place when the re-landscaping of Boardwalk Park is complete in 2017.

2014 Actual Revenues: \$ 7187.13 2014 Actual Expenses: \$ 2819.79
2015 Budgeted Revenues: \$ 15601.38 2015 Budgeted Expenses: \$ 2290.98

MJ Straube Signature, Director/President Nov. 19, 2015 Date

Sandy Brug with the Windsor Severance Historical Society reported the society has raised almost \$10,000 to date for the sculpture that will be placed at Boardwalk Park. The reason this grant is so important is that it will do two major things; the Poudre Heritage Alliance grant process is coming up after the first of the year and is usually a matching grant so the more money we have towards the statue the more money we can ask for in the grant process. The other reason is to give the artist a chance to start working on the statue. The grant request will also allow the society to lock in prices for materials.

Ms. Melendez recommended providing half of the amount requested, \$25,000 from the 2015 budget with the remaining \$25,000 to fill in a gap at the end of the project. Once the funds are raised by the society and it is determined what that gap may be the remaining funds up to \$25,000 can be provided that at the end of the project.

Mr. Bishop-Cotner commented that the recommendation is reasonable to approve \$25,000 now and \$25,000 later to be able to move forward with the project.

Mr. Baker is also in support of the recommendation but clarified that \$25,000 will be the last portion of the project after the society's fundraising efforts.

Ms. Melendez stated that was correct but is also recommending approving \$25,000 at this time out of the 2015 budget.

Mr. Adams inquired if \$50,000 was already promised to this group.

Ms. Melendez stated when society was before the board the first time, a presentation was made but there was no request for funds.

Mr. Vazquez inquired if without the \$25,000 the project cannot move forward through the phase one component.

Mr. Brug stated that is correct.

Mr. Adams inquired as to what the impact would be if the society waited for the second \$25,000.

Ms. Brug stated it would not hurt the project.

For Clarification, Mr. Vazquez stated the initial \$25,000 is putting the project in motion and if the society is successful in fundraising efforts for phase two, the second \$25,000 will be the last money in to ensure the project is complete.

Mr. Brug stated that is correct.

Ms. Garcia stated balance remaining in the Outside Agency Funding budget is \$54,258.

**Town Board Member Melendez motioned to approve \$25,000 in funding out of the Town Board's 2015 Outside Agency fund for the purpose of defraying costs associated with a clay model of the sculpture. An additional \$25,000 from the 2015 Outside Agency Fund will be carried over into 2016 and kept available to provide "gap" funding upon further request for the costs of bronze casting once the Historical Society has completed its own fundraising efforts. The Town's Director of Finance will establish the means by which this funding is accounted. Town Board Member Bishop-Cotner seconded the motion. Roll call on the vote**

resulted as follows: Yeas – Baker, Morgan, Melendez, Bishop-Cotner, Adams, Vazquez; Nays- None; Motion passed.

2. Ordinance No. 2015-1512 – An Ordinance Amending Section 16-27-70 of the Windsor Municipal Code and Adopting the New Digitized Weld County Flood Insurance Rate Maps and Flood Insurance Study Pertaining to the Flood Damage Prevention Measures Applicable to Land Use Practices within the Town of Windsor
  - Second reading
  - Legislative action
  - Staff presentation: Dennis Wagner, Director of Engineering

**Town Board Member Melendez motioned to approve Ordinance No. 2015-1512 – An Ordinance Amending Section 16-27-70 of the Windsor Municipal Code and Adopting the New Digitized Weld County Flood Insurance Rate Maps and Flood Insurance Study Pertaining to the Flood Damage Prevention Measures Applicable to Land Use Practices within the Town of Windsor; Town Board Member Bishop-Cotner seconded the motion.**

Director of Engineering Dennis Wagner stated the ordinance is an amendment to the Windsor Municipal Code. The Federal Emergency Management Agency (FEMA) have updated maps and digitized maps so they are in electronic form. FEMA intends to adopt the digitized mapping in January of 2016.

**Roll call on the vote resulted as follows: Yeas – Baker, Morgan, Melendez, Bishop-Cotner, Adams, Vazquez; Nays- None; Motion passed.**

3. Public Hearing – Ordinance No. 2015-1513 - An Ordinance Approving the Disconnection of a Portion of the Zeiler Farms Second Annexation Pursuant to the Colorado Municipal Annexation Act of 1965, and Rescinding a Prior Approval of Statutory Vested Property Rights With Respect to the Property Disconnected Herein – Patrick McMeekin, Vima Partners, LLC
  - Legislative action
  - Staff presentation: Ian McCargar, Town Attorney

**Town Board Member Adams motioned to open the public hearing; Town Board Member Bishop-Cotner seconded the motion. Roll call on the vote resulted as follows: Yeas – Baker, Morgan, Rose, Melendez, Bishop-Cotner, Adams, Vazquez; Nays- None; Motion passed.**

Town Attorney Ian McCargar stated at the request of the property owner, a portion of the Zeiler Farms Second Annexation is being proposed for disconnection from the Town's corporate limits. This property was brought into town in 2009, but has since undergone a change of ownership and a change in vision. The current owner, Vima Partners, LLC, has proposed that the property be returned to Weld County jurisdiction, and essentially maintained for agricultural purposes indefinitely. This action is tied to a reallocation of sewer treatment capacity from this property to the RainDance property.



**WINDSOR DOWNTOWN DEVELOPMENT AUTHORITY**

**Executive Director Report**

**Date:** January 14, 2016  
**To:** Downtown Development Authority Board of Directors  
**From:** Matt Ashby, DDA Executive Director  
**Re:** January Report

**Action Summary:**

Much of December following the approval of my contract was spent in reviewing relevant documents and getting up to speed on the organization. I have received and read the plan of development, the Trebuchet Report, the Britina report, annual work plans, and the IGA to name a few. I am still piecing information together, but the picture is starting to become clearer.

Significant time was spent in December and into January to develop the framework for the Strategic Plan. The effort should be evident as we progress through the Work Session. The table below highlights how my hours were generally spent during December. I have also included an estimate on January for your information.

DECEMBER 2015	Monthly Est. Hours (Contract)	Actual Hours	Notes
Board Meeting	6	0	(Contract executed at December Board Meeting)
On-Site Day	6	0	
On-Site Day	6	8	Document Review
Off-Site Work	6	18	Strategic Plan Worksheet & Presentation, Main Street App. & Support Letter
Newsletter/PR/Web	2	2	Windsor Now Interview, Newsletter Article
Admin/Billing		1	Billing, Contract Setup
Additional Services			
Reimbursable Costs		None	(No on-site meetings)
<b>TOTAL DEC:</b>	26	29	
<b>TOTAL ANNUAL:</b>	26	29	

JANUARY 2016 (To Date 1/14/16)	Monthly Est. Hours (Contract)	Actual Hours	Notes
Board Meeting (1/20)*	6	5*	Board Meeting, Strategic Plan Worksession
On-Site Day (1/13)	6	10	Marketing Comm., Library Feasibility, Snow Route, Alley Update.
On-Site Day (1/27)*	6	5*	Marketing Comm., Library Feasibility



**WINDSOR DOWNTOWN DEVELOPMENT AUTHORITY**

Off-Site Work	6	11	Strategic Plan, Board Packet, Agenda Prep, Call w/ President.
Newsletter/PR/Web	2	2*	Review of Marketing Contract & Plan for Future, Article
Admin/Billing		1*	Billing
Additional Services			
Reimbursable Costs	\$195	\$196*	(3 on-site meetings)
TOTAL JAN:	26	33*	*Estimated
TOTAL ANNUAL:	52	62	29+33

What the estimated table above indicates is that my estimates for currently scheduled meetings, my hours are running slightly above the estimated contract hours. This is likely due to the high upfront time investment needed to initiate efforts like the strategic plan. Additional time is also being used to assist with the Library feasibility project.

Additional task likely prior to the end of January will include the creation of a Project Profile sheet for key projects that have developed in recent years in Downtown. The goal of this information is to put facts out that demonstrate the great things that Windsor DDA is partnering in facilitating. This info is intended to be presented during the IGA discussion.

I look forward to discussing the Strategic Plan and completing a presentation in preparation for our Work Session with the Town Board regarding the IGA. It is likely that the Library and the Mill will also be key topics discussed during that meeting on February 8<sup>th</sup>.

Marketing – I will be reviewing the marketing contract with Kailee Melendez to discuss opportunities and future options for communicating with our stakeholders. This will likely result in recommendations for the Marketing Committee’s annual work plan. I have also been in communication with the TOW to transfer access to Constant Contact and the Facebook account.

Main Street Colorado – The application for Affiliate Status in the Main Street Program is ready and will be presented for action at the January Board Meeting.

It has been a quick acceleration into the matters at hand, but I’m excited at the prospects for a development-filled future for the DDA.

Should you have any questions, don’t hesitate to contact me at 970.797.3595.



## **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   5th   day of   January  , 2016  , 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   Humphries Poli Architects, P.C.  , whose address is   2100 Downing Street, Denver, Colorado 80205  , 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 AND WORK SCHEDULE:**

- A. The Contractor shall serve as the DDA's Contractor and shall provide as a minimum all of the professional services which are described on **Exhibit A**, attached hereto and incorporated by reference herein (the "Scope of Work").
- B. The Contractor shall perform the Scope of Work in accordance with the schedule described on **Exhibit B**, attached hereto and incorporated by reference herein (the "Work Schedule").

### **SECTION II – TERM:**

- A. The term of this Agreement shall be from   5   January 2016  , through and until   31   July 2016  .
- 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 DDA Board of Directors.

### **SECTION III – INDEPENDENT CONTRACTOR:**

- A. 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 – DDA 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 DDA 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. The Contractor understands that the DDA is receiving grant funding from the Colorado Department of Local Affairs ("DOLA") to assist with the DDA's payment for the Scope of Work, and that the DDA's grant agreement with DOLA imposes certain obligations upon the DDA with respect to this Agreement, including: (1) employees and agents of the State of

Colorado shall have the right to inspect the work performed under this Agreement to the same extent as the DDA, as set forth in Section XIII below; and (2) the insurance requirements contained in Section VII below are required by the State of Colorado and the State of Colorado must be added as an additional insured to the Contractor's general liability and automobile liability insurance policies, as set forth in Section VII below. The Contractor understands and agrees to the foregoing.

F. 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 \$\_43,500.00\_.
- 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 Professional shall be responsible for the professional quality, technical accuracy, timely completion and the coordination of all services rendered by the Professional, including but not limited to designs, plans, reports, specifications, and drawings and shall, without additional compensation, promptly remedy and correct any errors, omissions, or other deficiencies. The Professional shall indemnify, save and hold harmless the DDA its officers and employees, in accordance with Colorado law, from all damages whatsoever claimed by third parties against the DDA and for the DDA's costs and reasonable attorney's fees arising directly or indirectly out of the Professional's negligent performance of any of the services furnished under this Agreement.
- 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.
- D. Throughout the term of this Agreement, the Contractor shall be obtain and maintain, at its expense, the following insurance coverage:
1. Workers' compensation insurance as required by applicable law, and employer's liability insurance covering the Contractor and its employees and agents who will perform work under this Agreement.
  2. Commercial general liability insurance covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability, with minimum limits as follows: (a) \$1,000,000 each occurrence; (b)\$1,000,000 general aggregate; (c) \$1,000,000 products and completed operations aggregate; and (d) \$50,000 any one fire.
  3. Automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum of \$1,000,000 each accident combined single limit.
  4. Professional liability insurance in the minimum amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate, written on an occurrence form, that provides coverage for work undertaken pursuant to this Agreement. If a policy written on an occurrence form is not commercially available, the claims-made policy shall remain in effect for the duration of this Agreement and for at least two years beyond the completion and acceptance of the work under this Agreement, or, alternatively, a two year extended reporting period must be purchased. The Contractor shall be responsible for all claims, damages, losses, or expenses, including attorney's fees, arising out of or resulting from the Contractor's performance of professional services under this Agreement.
  5. Certificates of insurance and/or insurance policies required above shall be subject to the following stipulations and additional requirements:
    - a. Any and all deductibles or self-insured retentions contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.
    - b. If any of the required insurance policies shall fail at any time to meet the requirements contained above, as to form or substance, or if the company issuing such policy shall be or at any time ceases to be approved by the State of Colorado, a new policy shall be promptly obtained.
    - c. All required insurance shall be obtained from financially responsible insurance companies, authorized to do business in the State of Colorado and acceptable to the DDA, in its reasonable discretion.
    - d. The State of Colorado and the DDA shall all be named as additional insureds on the commercial general liability and automobile liability insurance policies required above.

- e. Coverage required of the Contractor shall be primary over any insurance or self-insurance program carried by the State of Colorado or the DDA.
- f. The above insurance policies shall include provisions preventing cancellation or non-renewal without at least forty-five (45) days' prior notice to the DDA.
- g. All insurance policies in any way related to this Agreement and secured and maintained by the Contractor shall include clauses stating that each carrier shall waive all rights of recovery, under subrogation or otherwise, against the DDA, the State of Colorado, or, as applicable, their respective agencies, institutions, organizations, officers, agents, employees, and volunteers.
- h. The Contractor shall provide to the DDA certificates showing insurance coverage required under this Agreement within seven business days of execution of this Agreement. No later than fifteen days prior to the expiration date of any such coverage, the Contractor shall deliver to the DDA certificates of insurance evidencing renewal of any such coverage. In addition, upon request by the DDA at any time during the term of this Agreement, the Contractor shall, within ten (10) days of such request, supply to the DDA evidence satisfactory to the DDA of compliance with the insurance requirements contained in this Agreement.

#### **SECTION VIII – CHARTER, LAWS AND ORDINANCES:**

- A. 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.
- B. The Contractor represent and warrant that, as of the date of execution of this Agreement, and continuing throughout the term hereof, it shall have, at its sole expense, all licenses, certifications, approvals, insurance, permits, and other authorizations required by applicable law to perform the Scope of Work.

#### **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 this 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 this 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 this Agreement.

**SECTION X – CHANGE ORDERS OR EXTENSIONS:**

- A. The DDA may, from time to time, require changes in the Scope of Work 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 Scope of Work on or before the completion date set forth in the Work Schedule.

- C. The DDA's Contract Administrator for this Agreement shall be Patti Garcia and can be reached by phone at 970-674-2404. The Contract Administrator does not have the authority to alter or modify the terms of this 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 this 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 fees.

**SECTION XVI – PROHIBITION AGAINST HIRING ILLEGAL ALIENS:**

Pursuant to Section 8- 17. 5- 101, C.R.S., et seq., Service Provider represents and agrees that:

- A. As of the date of this Agreement:
  - 1. Service Provider does not knowingly employ or contract with an illegal alien who will perform work under this Agreement; and

2. Service Provider 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 ( the " Department Program"), an employment verification program established pursuant to Section 8- 17. 5- 102( 5)( c) C.R. S. in order to confirm the employment eligibility of all newly hired employees to perform work under this Agreement.
- B. Service Provider shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or knowingly enter into a contract with a subcontractor that knowingly employs or contracts with an illegal alien to perform work under this Agreement.
  - C. Service Provider is prohibited from using the e- Verify Program or Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.
  - D. If Service Provider obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Service Provider shall:
    1. Notify such subcontractor and the DDA within three (3) days that Service Provider has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
    2. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to this section the subcontractor does not cease employing or contracting with the illegal alien; except that Service Provider shall not terminate the contract with the subcontractor if during such three ( 3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
  - E. Service Provider shall comply with any reasonable request by the Colorado Department of Labor and Employment (the " Department") made in the course of an investigation that the Department undertakes or is undertaking pursuant to the authority established in Subsection 8- 17. 5- 102 ( 5), C.R.S.
  - F. If Service Provider violates any provision of this Agreement pertaining to the duties imposed by Subsection 8- 17. 5- 102, C.R.S. the DDA may terminate this Agreement. If this Agreement is so terminated, Service Provider shall be liable for actual and consequential damages to the DDA arising out of Service Provider' s violation of Subsection 8- 17. 5- 102, C.R.S.
  - G. The DDA will notify the Office of the Secretary of State if Service Provider violates this provision of this Agreement and the DDA terminates this Agreement for such breach.
  - H. Service Provider acknowledges the enforcement provisions of § 8- 2- 124, C.R.S., and further acknowledges that employment of illegal aliens in violation thereof may result in loss of Contractor' s " business license" as defined therein, together with such other enforcement measures as authorized by law.

**SECTION XVII – ATTESTATION:**

IN WITNESS WHEREOF, the parties hereto have signed this Agreement this 5th day of January, 2016.

**DDA:**

ATTEST:

WINDSOR COLORADO DOWNTOWN  
DEVELOPMENT AUTHORITY:

By: \_\_\_\_\_  
Secretary/Treasurer

By: \_\_\_\_\_  
Chairperson

SUBSCRIBED AND SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

WITNESS my hand and official seal.

\_\_\_\_\_  
(Notary Public)

Name: \_\_\_\_\_

My commission expires: \_\_\_\_\_

**CONTRACTOR:**

By: Dennis Humphries

Date: 23 DEC 2015

Name: Dennis Humphries

Title: Principal

Phone No.: 303-607-0040

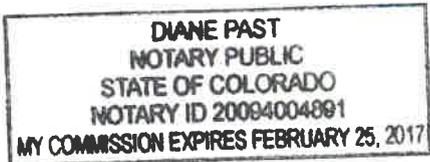
SUBSCRIBED AND SWORN to before me this 23<sup>rd</sup> day of December, 2015.

WITNESS my hand and official seal.

Diane Past  
(Notary Public)

Name: Diane Past

My commission expires: 2-25-17



## **Exhibit A: Scope of Work**

### **Task O: Project Initiation**

This task will involve the establishment of the project goals and expectations by all parties associated with the project. It will also include a thorough review of all information created to date so the project moves forward with a common understanding. We would recommend a committee of stakeholders be identified to serve as the Library Re-Imagination Committee to serve as a sounding board through the process.

### **Task 1: Develop Proposed Library Scope**

This task will include a project narrative that describes the design intent with respect to the overall building program. This narrative will include a description of flexibility of the space, furniture, casework, room finishes, ceiling height and lighting requirement for each space within the library. The outcome of this task is similar to the content in a Library Program. We envision the product of this Task will be an 8.5 x 11 document with diagrams and narrative to be further developed into a final program document during the next phase of design. The findings of this Task will be presented to the Library Re-Imagination Committee for their review and approval.

### **Task 2: Feasibility of Identified Sites**

Using the information from Task 1, the Clearview Library District Co-location of Library Facilities document, the Library Facilities Study, Building Program and any and all information reviewed and obtained through this process, we will create conceptual designs for each of the four proposed sites. Each option will include a parking layout in order to achieve desired goals, massing studies, diagrammatic building plans and a context plan and urban design diagrams showing the potential relationships to the surrounding neighborhoods. The deliverable of this Task will be an 11x17 document summarizing the features/attributes of the various sites and the drawings and diagrams referenced as part of the Task. We will present our findings to the Library Re-Imagination Committee for final input.

### **Task 3: Identify and Prioritize Other Community Uses and Services**

Based on the feasibility of the four locations, we will identify and prioritize other community uses and services (ie Senior Center, Cultural Center, etc.) that could be included in the project. We would recommend this task include meeting with representatives of other non-profits and service providers in the community to gain a better understanding of their compatibility and desires to help achieve community-wide goals. The deliverable of this Task will be an 8.5x11 report summarizing the findings with recommendations. We will present our findings to the Library Re-Imagination Committee for final input and recommendation.

### **Task 4: Recommendation of One Preferred Site and One Alternative Site**

This task will be an evaluation of the site issues and rating of each criteria as noted previously in the description of Critical Issues. The rating would also include evaluation of the information obtained in Tasks 1, 2, and 3 in addition to the DDA Area Library Study and any other information reviewed and obtained through this process. At the conclusion of the evaluation we will make a recommendation of one preferred location and one alternate location. The recommendation will include supporting documentation, analysis and/or rationale for the recommendation. We will present our findings to the Library Re-Imagination Committee for final review and approval.

### **Task 5: Statement of Probable Costs**

This Task will include using cost estimating resources, including local General Contractors and our own historic data base of Library Construction to create Statements of Probable Costs for the following options:

- Create a Statement of Probable Costs for the redevelopment of the Clearview Library on the recommended site including purchase of the property, demolition of any existing structures and proposed building costs. We also believe it critical to include those softs costs such as design and engineering fees and other hard costs associated with the creation of a new library including, but not limited to, Furniture/Fixtures and Equipment, Opening Day Collection, Technology and an evaluation of operating and staff costs.
- If necessary, create a Statement of Probable Costs for the redevelopment of the Clearview Library and recommended Community Uses as determined in Task 3 to include the soft and hard costs as noted above.

The findings of this Task would be presented to the Library Re-Imagination Committee for their input and review.

#### Task 6: Final Presentation

This Task would include the compilation of a document summarizing the finding of the previous tasks and a final presentation to the larger community of stakeholders as required. We believe it critical in a process of this nature to open the conversation up to the larger community to ensure all voices are heard to ensure success with the next phases of the project.

#### Compensation

<i>Task</i>	<i>Estimated Cost</i>
Task 0: Project Initiation	\$ 500.00
Task 1: Create Library Scope	\$ 8,500.00
Task2: Feasibility of Identified Sites	\$17,500.00
Task 3: Identify Other Community Uses	\$ 2,500.00
Task 4: Recommendation of Sites	\$ 5,000.00
Task 5: Statement of Probable Costs	\$ 3,500.00
Task 6: Final Presentation	\$ 500.00
Reimbursable Expenses	<u>\$ 400.00</u>
<b>SubTotal</b>	<b>\$38,400.00</b>
Optional: Prelim Geotechnical Evaluation	<u>\$ 5,000.00</u>
<b>Total</b>	<b>\$43,400.00</b>

#### Hourly Rates

Principal	\$ 195/hr.
Project Manager	\$ 115/hr.
Architect	\$ 95/hr.
Designer	\$ 65/hr.
Interior Designer	\$ 65/hr.
Staff	\$ 50/hr.

## **Exhibit B: Schedule**

<i>Task</i>	<i>Duration</i>
Task 0: Project Initiation	1 week
Task 1: Create Library Scope	3 weeks
Task 2: Feasibility of Identified Sites	3 weeks
Task 3: Identify other Community Uses	2 weeks
Task 4: Recommendation of Sites	2 weeks
Task 5: Statement of Probable Costs	2 weeks
Task 5: Final Presentation	<u>1 week</u>
Total	14 weeks



January 21, 2016

Ms. Shay Coburn  
Main Street Program Coordinator  
Colorado Department of Local Affairs  
1313 Sherman, RM 521  
Denver, CO 80203

Dear Ms. Coburn,

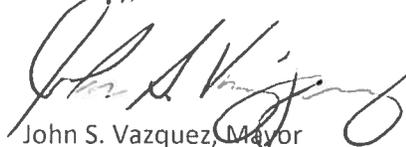
Downtown Windsor is an exciting place today, and its prospects for the future are brighter than ever. Emerging from historic roots as an agricultural service center and rail hub, Windsor is strategically placed at the center of considerable growth in Northern Colorado. Our residents are passionate about the community and maintaining our unique and historic identity. With these interests in mind, the Town of Windsor supports this petition to the Colorado Department of Local Affairs for our Downtown Development Authority to join the Main Street Program with affiliate status.

Over the past decade, significant efforts have taken place to establish an organization that would spearhead efforts to revitalize downtown. With the support of DOLA grants, we have been able to plan for and stand up a Downtown Development Authority (DDA) in 2011. Along with tax increment finance income generated from within the District, the Town of Windsor has supported the organization financially by also contributing the base tax to the annual budget for the last 5 years.

Having found its footing, the DDA's next big challenge is to become a sustainable organization. That's where the Main Street program comes into play; we see the Main Street Approach as being a viable management strategy that will help our young organization take the steps needed to promote place-based economic development within the context of our historic downtown. The DDA is in the process of updating their Strategic Plan, and will be undertaking several transformative projects in the coming years. The network of resources provided through Main Street will be invaluable to the organization and the Town of Windsor in pursuing successful revitalization.

I am pleased to provide this letter of jurisdictional support to you as you review the DDA's application for affiliate status and would request your favorable consideration. Should you have any questions regarding this matter, please don't hesitate to contact me.

Sincerely,



John S. Vazquez, Mayor



## WINDSOR DOWNTOWN DEVELOPMENT AUTHORITY

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### MEMORANDUM

**Date:** January 14, 2016  
**To:** Downtown Development Authority Board of Directors  
**From:** Matt Ashby, Executive Director  
**Re:** CO Main Street Program (Item I.)

#### **Colorado Main Street – Affiliate Status Application**

Purpose:

- Enables Main Street Windsor to access resources available via the program.
- Is the first step in becoming a “Candidate” program, which opens additional funding opportunities
- Fulfills an objective of the DDA Action Plan

#### **Responses to Open Questions:**

##### **Briefly describe what you community hopes to accomplish:**

The Windsor Downtown Development Authority is a young organization. We look to establish a robust program supporting downtown businesses and investors to capitalize on our unique strength as a community with an authentic historic central business district – an asset which sets us apart from other communities in the area. Key initiatives will include establishing the organization as a recognized entity that is supporting the evolution of downtown into an economic driver for the Town. Hopes are for the Main Street Program to help lend a management structure to activities to enable our efforts to capitalize on synergies to propel investment in Downtown.

##### **Briefly describe revitalization efforts – Past 5 Years:**

Over the past five years, the DDA has worked to create a foundation for a successful program, including the successful passage of a district Mill Levy.

Organization focused activities included creation of a logo, website, and establishment of a board and committees. In the spring of 2015, a board visioning session was held to align goals and highlight strategic objectives. Committees and workplans were created for Beautification, Parking, and Marketing. The Board hired a part-time Executive Director in late 2015 to help guide downtown initiatives.

Design related activities included placement of additional benches, trashcans and trees in the District, as well as the establishment of a Façade Improvement Program that has been successfully used on a number of projects.

Marketing efforts centered on creating a website and logo, while establishing communication networks with district land and business owners. A digital newsletter has begun regular publication. Events include partnering with a variety of community entities to support many community events, including Windsor Wonderland, Farmer’s Market, and the 125<sup>th</sup> Anniversary of the Town.

Economic revitalization has target several projects including completion of a feasibility study for restoration of the vacant Mill building along with a study identifying possible site locations for a new Library downtown. Other efforts looked at options to develop a vacant parcel between Main Street and Boardwalk Park.



## WINDSOR DOWNTOWN DEVELOPMENT AUTHORITY

P.O. BOX 381, Windsor, CO 80550

[www.windsordda.com](http://www.windsordda.com)

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### MARKETING COMMITTEE MEETING

Wednesday, January 13, 2016, 7:30AM

301 Walnut Street, First Floor Conference Room

Windsor, CO 80550

### AGENDA

Attendees: (Board) Craig Petersen, Dean Kohler, Sean Pike, Bob Winter, Kristie Melendez, Dan Strauss.  
(TOW) Patti Garcia. (DDA) Matt Ashby. (WindsorNow!) Cistin Peratt, Randy Bangert.

1. Windsor Now! Ad

**Circulation of Windsor Now! is currently about 8,000 households in Windsor proper and Severance. They look to add the Larimer County portion of Windsor and 2,000 more households soon. Discussion to consider DDA Spotighting a business on a ½ page ad with updates on DDA activites.**

Actions: WindsorNow - to provide updated rate sheet, circulation, web counts.  
Board to decide about Biz Spotlight.  
Add review of basic information to January 20<sup>th</sup> Agenda (with authorization to proceed)

2. Chamber of Commerce Business After Hours – February 9, 2016

**Dean – Move that we spend \$100 for the Special Event Permit and to serve a sponsor of the event. Second – Craig. Motion approved unanimously.**

Actions: Matt – Follow up with Patti on Special Event Permit.  
Matt – Check with Jason on Beer/Wine Sponsor + Food (Identify gaps).  
Bob – Flags/Banners?

3. January and February Newsletter

**Next newsletter is going out next week. Board is requested to provide communications about specials or highlights to encourage readership.**

Actions: Matt – Provide Article  
Board – Encourage Business Communications/Info

4. DDA Schedule of 2016 Events/Sponsorships

**Discussed the various events currently/previously sponsored by the DDA. Future discussions should include identifying our slate of events. An update on Farmer's Market will take place 2/17/16.**

Actions: Matt - Generate schedule of possible events for next meeting agenda.  
Discussion key is how sponsorship of the event links attendees into downtown.

5. Communications

- i. **Farmer's Market Update, February 17, 2016 (Eric Lucas – Director of Parks, Recreation and Culture)**
- ii. **January 27<sup>th</sup> next Marketing Committee Meeting.**
- iii. **Marketing Contract added to next agenda.**

Meeting adjourned: 8:44AM

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**WINDSOR DOWNTOWN DEVELOPMENT AUTHORITY**

P.O. BOX 381, Windsor, CO 80550

[www.windsordda.com](http://www.windsordda.com)

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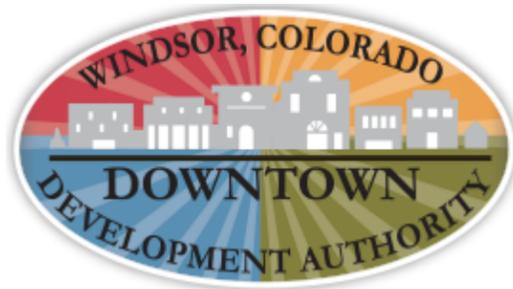
**BOARD OF DIRECTORS  
STRATEGIC PLANNING WORK SESSION  
January 20, 2016 – 8:15 a.m.  
301 Walnut Street, First Floor Conference Room, Windsor, CO 80550**

**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. Presentation and Facilitated Strategic Planning Session
- F. Adjourn

Attachment – Strategic Planning Worksheet

(This worksheet will be used during the Work Session to help guide conversation.)



# STRATEGIC PLAN

**#3** DDA Tagline— This should be what you answer when your mother/father/kids/spouse ask you about the DDA. Describe in 3-4 words what the essential functions of the DDA are... (Put your marketing hat on!)

Fill in the blank: "At Windsor DDA, We \_\_\_\_\_"

**#2** WHERE ARE WE TODAY? Please describe your view of our DDA's current status:

- 1) What's Working?  
\_\_\_\_\_
- 2) What's Frustrating?  
\_\_\_\_\_
- 3) Which Way is the Wind Blowing?  
\_\_\_\_\_

**#1** START HERE:

WELCOME to your 2016 DDA Strategic Plan Worksheet. This plan will provide "at-a-glance" guidance to the DDA Board to help better communicate our function and initiatives to stakeholders & the Town Board. This document will be used with the Annual Work Plan to map out our efforts for the year. The structure below follows many of the recommendations & samples from the Trebuchet report. Follow the numbers to walk through the worksheet and fill in your thoughts. Please proceed to #2.

## WE SEE THE FUTURE...

**#4**

What's the big picture for the future of the Downtown? Downtown is:

- 1) A Vibrant Destination
- 2) \_\_\_\_\_
- 3) \_\_\_\_\_

What's the big picture for DDA's future? What's our role? The DDA is:

- 1) The Advocate for Downtown
- 2) A Trusted Community Development Partner
- 3) \_\_\_\_\_

**#5**

## WHAT DRIVES

What are the core values of the DDA? Why are you involved? Things like:

- 1) United for Positive Change Downtown
- 2) Relationships Matter! (Town | Businesses | Land Owners | Visitors | Library | \_\_\_\_\_)
- 3) \_\_\_\_\_
- 4) \_\_\_\_\_

What are the core values of the Town Board as it relates to Downtown & DDA? Things like:

- 1) A vibrant core is essential to continued community growth
- 2) \_\_\_\_\_

**#9**

What are the top 2-3 Key Initiatives the DDA should focus on in the coming year? Although smaller incremental projects will occur over the course of the year, these are the signature projects that will be the focal point of our efforts.

**#6**

The "TEAMS" below have been structured to align with the National Main Street Center's 4-Point Approach. While strict adherence is not required, the approach does provide a logical way to organize revitalization efforts. We may need to consider merging the current Parking & Beautification Committees to into "Design" and create a new "Vitality" committee.

### OUR TEAMS:

**DESIGN**  
(FOCUS = PLACE)

**ORGANIZATION**  
(FOCUS = PEOPLE)

**VITALITY**  
(FOCUS = PROJECTS)

**MARKETING**  
(FOCUS = PROMOTION)

**KEY INITIATIVES**  
(2016)

### PURPOSE

**#7**

What are the key purposes these four teams exist? Fill in your ideas. Think BROAD TARGETS!

**MAKE DOWNTOWN IRRESISTIBLE!**

- \_\_\_\_\_
- \_\_\_\_\_

**RALLY THE TROOPS!**

- \_\_\_\_\_
- \_\_\_\_\_

**PROPEL INVESTMENT!**

- \_\_\_\_\_
- \_\_\_\_\_

**CHAMPION LIVELINESS!**

- \_\_\_\_\_
- \_\_\_\_\_

#### LIBRARY EXPANSION

- **D**> Creates a quality public space
- **O**> Successful implementation proves DDA role as facilitator
- **V**> Increases downtown patrons
- **M**> Attracts visitors & residents

### GOALS (PROGRAMS/INITIATIVES)

**#8**

What are the key actions the DDA should pursue? Think about Programs or Initiatives. (We'll look at specific steps later...)

- \_\_\_\_\_
- \_\_\_\_\_
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- \_\_\_\_\_

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- \_\_\_\_\_

#### KEY INITIATIVE 2

- \_\_\_\_\_

### ACT (TASKS)

**#10**

Create Committee Workplans

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#### KEY INITIATIVE 3

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