



## 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

December 21, 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. **KEY INITIATIVES:**
  - 1. Mill Project Update - M. Ashby
  - 2. Backlot Boardwalk Update – M. Ashby
    - i. Survey - Completed
    - ii. Stakeholder Updates
    - iii. Developer Inquiries
    - iv. American Legion Facilitation
    - v. EPA Brownfield Assessment Grant Update
  - 3. District Expansion – M. Ashby
    - i. Board to Board Meeting 12/21
    - ii. Benefits of DDA Sheet
- F. Approval of Minutes from the November 16, 2016 Board of Directors Meeting – M. Ashby
- G. Approval of Minutes from the November 29, 2016 Special Board Meeting – M. Ashby
- H. Report of Bills, Financial Report – P. Garcia, M. Ashby
- I. Executive Director’s Report – M. Ashby
  - 1. Main Street Business Survey Scope of Work
  - 2. Ayres 2017 Contract
  - 3. Possible DDA Legislation
  - 4. CO Main Street Mini-Grant
- J. **COMMITTEE REPORTS:**
  - 1. Marketing Committee
    - i. Website Work Session
  - 2. Committees for 2017 Recommendation – M. Ashby
- K. **COMMUNICATIONS:**
  - 1. DCI –Workshop Summary
  - 2. Holiday Schedule (Marketing – 12/28 Cancelled)

The News on the Street is . . .

- L. Adjourn

Note: Double Underlined items indicate attachments.

# LAND SURVEY PLAT

Of Multiple Parcels of Land, Situate in the Southwest Quarter of Section 16, Township 6 North, Range 67 West of the 6th P.M.,  
Town of Windsor, County of Weld, State of Colorado

DATE:  
11/21/2016  
FILE NAME:  
20160853LSP  
SCALE:  
1"=100'  
DRAWN BY:  
CSK  
CHECKED BY:  
RLE

**KING SURVEYORS**  
650 E. Garden Drive | Windsor, Colorado 80550  
phone: (970) 686-5011 | email: info@Kingsurveyors.com



DATE:  
REVISIONS:

LAND SURVEY PLAT  
FOR  
WINDSOR DOWN TOWN DEVELOPMENT AUTHORITY  
46715 COUNTY ROAD 19  
WINDSOR, CO 80550

PROJECT #:  
20160853

**1**  
SHEET 1 OF 3

**PROPERTY DESCRIPTION**

**PARCEL I:**  
Lot 22, Burlington Subdivision, Town of Windsor, County of Weld, State of Colorado  
Said parcel of land contains 26,808 Square Feet or 0.615 Acres, more or less.

**PARCEL II:**  
A tract of land lying within the S 1/2 of the SW 1/4 of Section 16, Township 6 North, Range 67 West of the 6th P.M., City of Windsor, County of Weld, State of Colorado, more particularly described as follows:

Beginning at a point which is North 01°06'19" East a distance of 51.97 feet (measured) (51.3 feet North per deed) of the SE corner of Block 5, Town of Windsor, which point is on the West line of former Fourth Street, extended, thence running Northwesterly parallel with the centerline of the main track of the Union Pacific, Denver and Gulf Railway, along the arc of a curve concave to the Northeast a distance of 199.87 feet, whose radius is 11,534.15 feet, whose delta is 09°59'34" and whose long chord bears North 68°43'28" West a distance of 199.87 feet (measured) ( a distance of 200 feet per deed); thence North and parallel with the West line, extended, of said Fourth Street, North 01°06'19" East a distance of 61.17 feet (measured) (a distance of 61.88 feet per deed); thence Southeasterly and parallel with the centerline of said railroad, along the arc of a curve concave to the Northeast a distance of 200.00 feet, whose radius is 11,476.94 feet, whose delta is 09°59'54" and whose long chord bears South 68°37'10" East a distance of 200.00 feet (measured) (a distance of 200.0 feet per deed) to the West line, extended, of said Fourth Street; thence South 01°06'19" West a distance of 60.78 feet (measured) (South a distance of 61.88 feet per deed) to the Point of Beginning.

Said parcel of land contains 11,439 Square Feet or 0.263 Acres, more or less.

**PARCEL III:**  
Lot 21, Burlington Subdivision, Town of Windsor, County of Weld, State of Colorado  
Said parcel of land contains 30,188 Square Feet or 0.693 Acres, more or less.

**PARCEL IV:**  
All of Block 5 of Town of Windsor recorded July 19, 1883 at Reception No. 11123 of the Records of Weld County, together with multiple parcels of land located in the Southwest Quarter (SW 1/4) of Section Sixteen (16), Township Six North (T.6N.), Range Sixty-seven West (R.67W.) of the Sixth Principal Meridian (6th P.M.), Town of Windsor, County of Weld, State of Colorado and being more particularly described as follows:

BEGINNING at the Southwest corner of said Block 5 and assuming the South line of said Block 5 as bearing South 88°50'28" East being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/2011, a distance of 450.08 feet with all other bearings contained herein relative thereto;  
THENCE North 01°06'29" East along the East Right of Way (ROW) line of Fifth Street a distance of 190.34 feet;  
THENCE South 88°48'38" East a distance of 25.29 feet to the Northerly prolongation of the East line of Lot 31 of said Block 5;  
THENCE South 01°11'22" West along said Northerly prolongation a distance of 8.99 feet to a line parallel with and 10.00 feet Northeasterly of, as measured at a right angle to the Northeasterly line of said Block 5;  
THENCE South 67°47'29" East along said parallel line a distance of 187.52 feet to Northerly prolongation of the West line of Lot 15 of said Block 5;  
THENCE South 01°11'22" West along said Northerly prolongation a distance of 10.71 feet to the Northwest corner of said Lot 15;  
THENCE South 67°47'29" East along the Northeasterly line of said Lot 15 a distance of 1.07 feet to a line parallel with and 1.00 foot East of, as measured at a right angle to the Northerly prolongation of the West line of said Lot 15;  
THENCE North 01°11'22" East along said parallel line a distance of 10.71 feet to a line parallel with and 10.00 feet Northeasterly of, as measured at a right angle to the Northeasterly line of said Block 5;  
THENCE South 67°47'29" East along said parallel line a distance of 159.66 feet to the Northerly prolongation of the West line of Lot 3 of said Block 5;  
THENCE South 01°11'22" West along said Northerly prolongation a distance of 10.71 feet to the Northwest corner of said Lot 3;  
THENCE South 67°47'29" East along the Northeasterly line of said Lot 3 a distance of 26.79 feet to the Northwest corner of Lot 1 of said Block 5;  
THENCE North 01°11'22" East along the Northerly prolongation of the West line of said Lot 1 a distance of 24.98 feet to the beginning point of a non-tangent curve;  
THENCE along the arc of a curve concave to the Northeast a distance of 132.49 feet, said curve has a Radius of 11534.15 feet, a Delta of 00°39'29" and is subtended by a Chord that bears South 69°25'06" East a distance of 132.49 feet to the Northerly prolongation of the Easterly ROW line of Fourth Street and to the end point of said curve;  
THENCE South 01°06'19" West along a line non-tangent to the aforesaid curve and along said Northerly prolongation a distance of 16.86 feet to the Northerly ROW line of Main Street;  
THENCE North 88°48'38" West along said Northerly ROW line a distance of 50.02 feet;  
THENCE North 88°50'28" West along said Northerly ROW line a distance of 450.08 feet to the POINT OF BEGINNING.

Said described parcel of land contains 49,252 Square Feet or 1.131 Acres, more or less.

Said Total of the 4 parcels of land contains 117,688 Square Feet or 2.702 Acres, more or less.

**SURVEYOR'S STATEMENT**

I, Ronnie L. Edwards, a Colorado Licensed Professional Land Surveyor, do hereby state that this Land Survey Plat was prepared from an actual survey under my personal supervision, that the monumentation as indicated hereon was found or set as shown, and that the foregoing plat is an accurate representation thereof, all this to the best of my knowledge, information and belief.

**PRELIMINARY**

Ronnie L. Edwards - On Behalf Of King Surveyors  
Colorado Licensed Professional  
Land Surveyor #38480

**BASIS OF BEARINGS AND LINEAL UNIT DEFINITION**

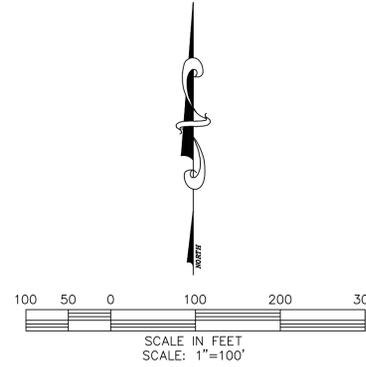
Assuming the South line of Block 5 of Town of Windsor as bearing South 88°50'28" East being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/2011, a distance of 450.08 feet with all other bearings contained herein relative thereto.  
The lineal dimensions as contained herein are based upon the "U.S. Survey Foot."

**NOTICE**

According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon. (13-80-105 C.R.S. 2012)

**TITLE COMMITMENT NOTE**

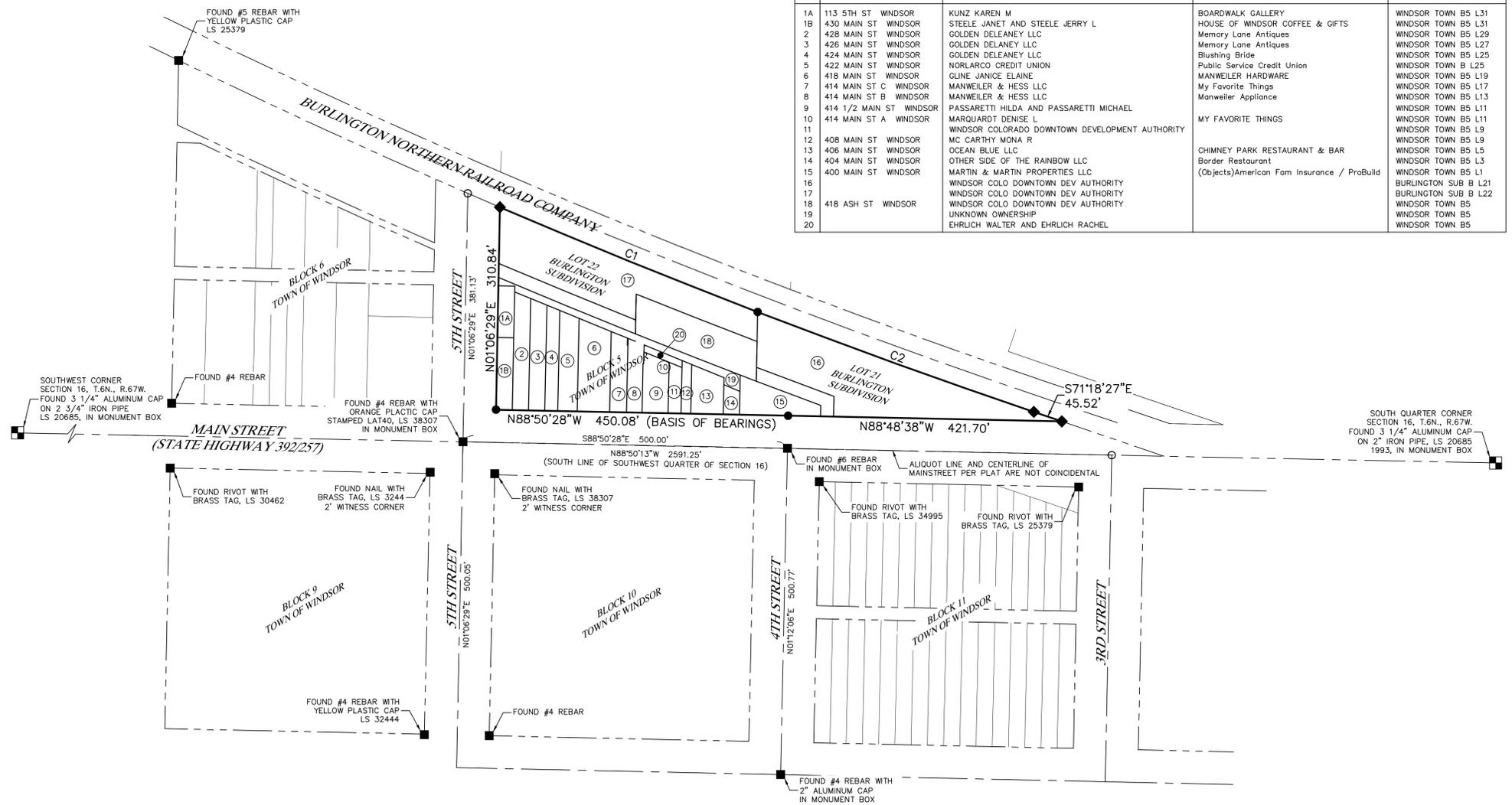
This survey does not constitute a title search by King Surveyors to determine ownership or easements of record. For all information regarding easements, rights-of-way and title of records, King Surveyors relied upon Title Commitment Number FCC2511129-2, dated October 16, 2012 and Title Commitment Number FCC25115923-5, dated June 6, 2016 as both were prepared by Land Title Guarantee Company to delineate the aforesaid information.



VICINITY MAP  
(NOT TO SCALE)

**OWNERSHIP TABLE**

Property Address	Owner	Business Name	Subdivision Block and Lot
1A 113 5TH ST WINDSOR	KUNZ KAREN M	BOARDWALK GALLERY	WINDSOR TOWN B5 L31
1B 430 MAIN ST WINDSOR	STEELE JANET AND STEELE JERRY L	HOUSE OF WINDSOR COFFEE & GIFTS	WINDSOR TOWN B5 L31
2 428 MAIN ST WINDSOR	GOLDEN DELEANEY LLC	Memory Lane Antiques	WINDSOR TOWN B5 L29
3 426 MAIN ST WINDSOR	GOLDEN DELEANEY LLC	Memory Lane Antiques	WINDSOR TOWN B5 L27
4 424 MAIN ST WINDSOR	GOLDEN DELEANEY LLC	Blushing Bride	WINDSOR TOWN B5 L25
5 422 MAIN ST WINDSOR	NORLARCO CREDIT UNION	Public Service Credit Union	WINDSOR TOWN B L25
6 418 MAIN ST WINDSOR	CLINE JANICE ELAINE	MANWEILER HARDWARE	WINDSOR TOWN B5 L19
7 414 MAIN ST C WINDSOR	MANWEILER & HESS LLC	My Favorite Things	WINDSOR TOWN B5 L17
8 414 MAIN ST B WINDSOR	MANWEILER & HESS LLC	Manweiler Appliance	WINDSOR TOWN B5 L13
9 414 1/2 MAIN ST WINDSOR	PASSARETTI HILDA AND PASSARETTI MICHAEL		WINDSOR TOWN B5 L11
10 414 MAIN ST A WINDSOR	MARQUARDT DENISE L	MY FAVORITE THINGS	WINDSOR TOWN B5 L11
11	WINDSOR COLORADO DOWNTOWN DEVELOPMENT AUTHORITY		WINDSOR TOWN B5 L9
12 408 MAIN ST WINDSOR	MC CARTHY MONA R		WINDSOR TOWN B5 L9
13 406 MAIN ST WINDSOR	OCEAN BLUE LLC	CHIMNEY PARK RESTAURANT & BAR	WINDSOR TOWN B5 L5
14 404 MAIN ST WINDSOR	OTHER SIDE OF THE RAINBOW LLC	Border Restaurant	WINDSOR TOWN B5 L3
15 400 MAIN ST WINDSOR	MARTIN & MARTIN PROPERTIES LLC	(Object)American Fam Insurance / ProBuild	WINDSOR TOWN B5 L1
16	WINDSOR COLO DOWNTOWN DEV AUTHORITY		BURLINGTON SUB B L21
17	WINDSOR COLO DOWNTOWN DEV AUTHORITY		BURLINGTON SUB B L22
18	WINDSOR COLO DOWNTOWN DEV AUTHORITY		WINDSOR TOWN B5
19 418 ASH ST WINDSOR	UNKNOWN OWNERSHIP		WINDSOR TOWN B5
20	EHRlich WALTER AND EHRlich RACHEL		WINDSOR TOWN B5



Ronnie L. Edwards - On Behalf Of King Surveyors  
Colorado Licensed Professional  
Land Surveyor #38480



# LAND SURVEY PLAT

Of Multiple Parcels of Land, Situate in the Southwest Quarter of Section 16, Township 6 North, Range 67 West of the 6th P.M.,  
Town of Windsor, County of Weld, State of Colorado

DATE: 11/21/2016  
FILE NAME: 20160853LSP  
SCALE: 1"=20'  
DRAWN BY: CSK  
CHECKED BY: RLE

**KING SURVEYORS**  
650 E. Garden Drive | Windsor, Colorado 80550  
phone: (970) 686-5011 | email: info@Kingsurveyors.com

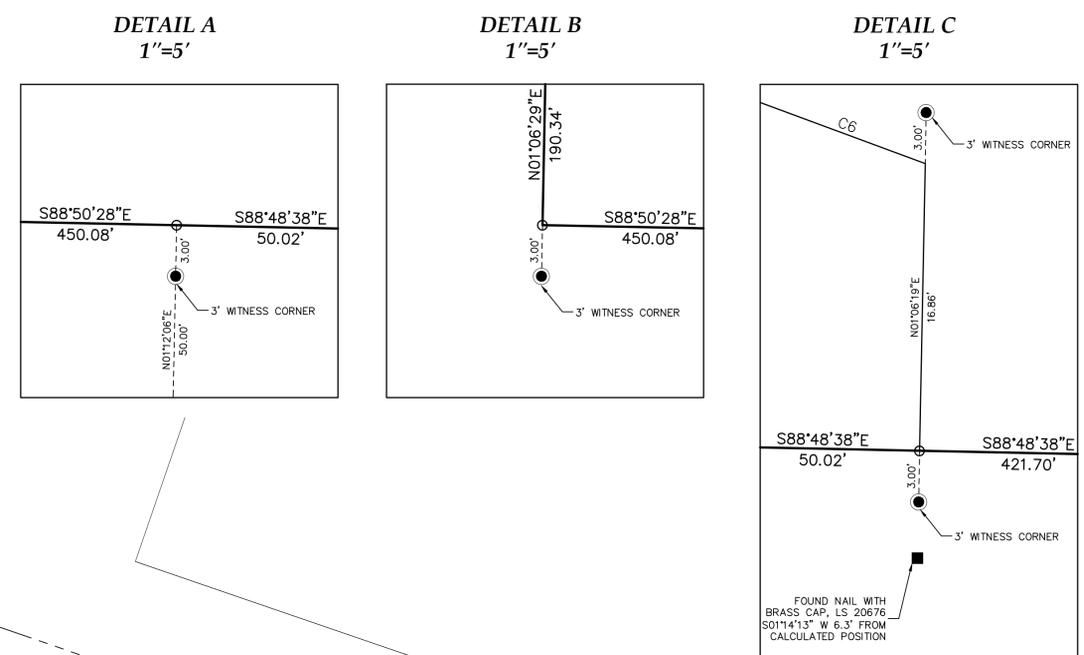
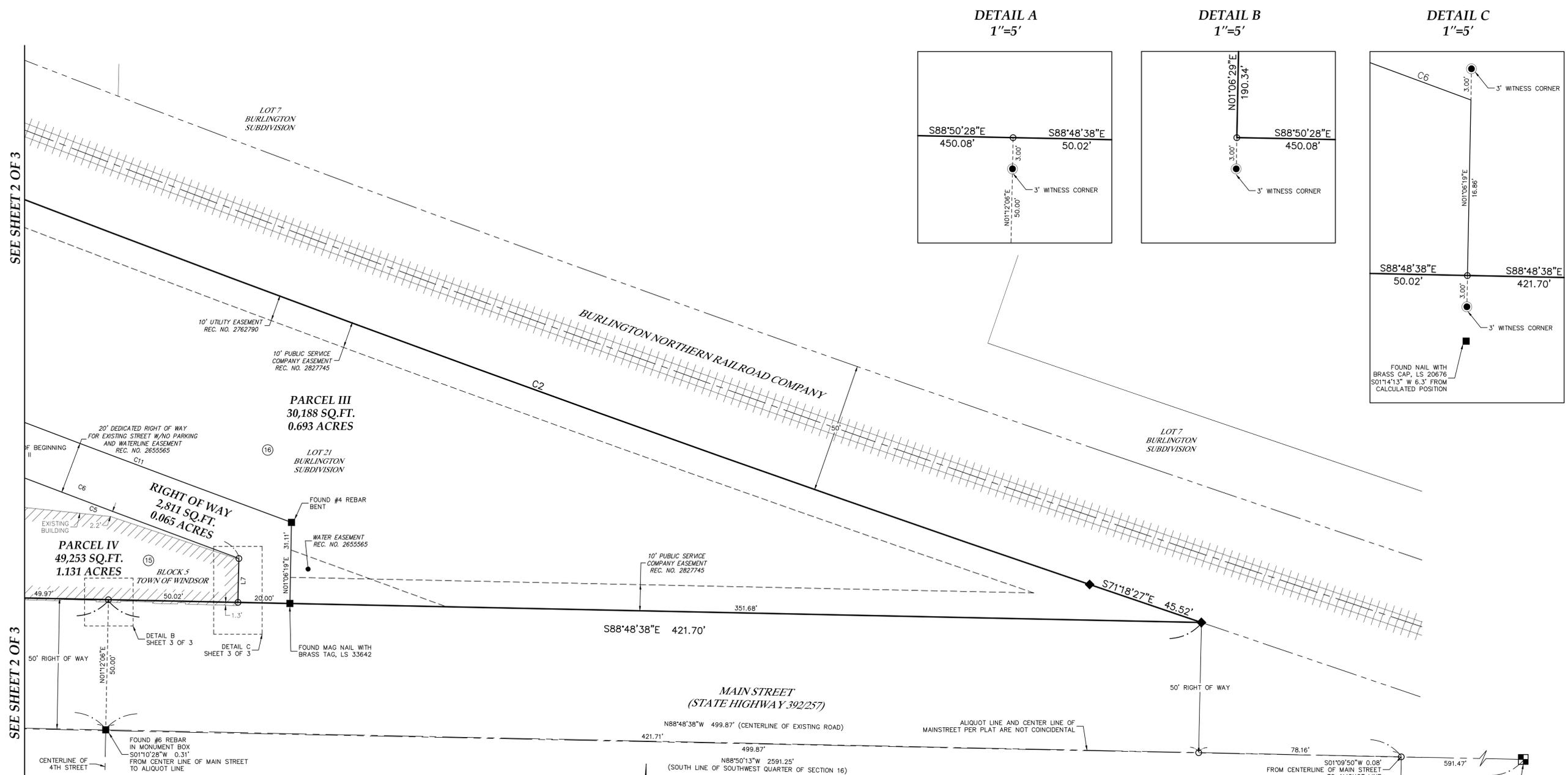


DATE: \_\_\_\_\_  
REVISIONS: \_\_\_\_\_

LAND SURVEY PLAT  
FOR  
WINDSOR DOWN TOWN DEVELOPMENT AUTHORITY  
46715 COUNTY ROAD 19  
WINDSOR, CO 80550

PROJECT #: 20160853

**3**  
SHEET 3 OF 3

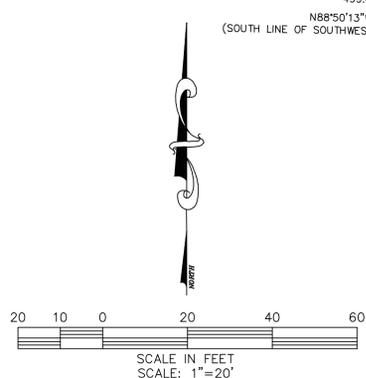


SEE SHEET 2 OF 3

SEE SHEET 2 OF 3

**LEGEND**

	CENTERLINE OF RAIL ROAD TRACK AS DESCRIBED		FOUND ALIQUOT CORNER AS DESCRIBED
	OVERHEAD UTILITY LINE		FOUND MONUMENT AS DESCRIBED
	FLOWLINE		FOUND #4 REBAR WITH ORANGE PLASTIC CAP LS 33642
	CENTERLINE		SET 24" OF #4 REBAR WITH A YELLOW PLASTIC CAP STAMPED KSI, LS 38480
	EASEMENT LINE		SET MAG NAIL WITH BRASS TAG IN CONCRETE STAMPED LS 38480
	SECTION LINE		CALCULATED POSITION
	RIGHT-OF-WAY LINE		OWNERSHIP NUMBER (SEE OWNERSHIP TABLE ON SHEET 1 OF 3)
	PROPERTY LINE		
	BOUNDARY LINE		
	ORIGINAL LOT LINE		
	BUILDING LINE		



**CURVE TABLE**

CURVE	LENGTH	RADIUS	DELTA	CHORD	CH BEARING
C1	428.37'	11434.16'	2°08'48"	428.35'	S67°58'06"E
C2	452.23'	11434.16'	2°15'58"	452.20'	S70°10'28"E
C3	227.97'	11534.15'	1°07'57"	227.97'	S67°39'42"E
C4	199.87'	11534.15'	0°59'34"	199.87'	S68°43'28"E
C5	106.02'	11534.15'	0°31'36"	106.02'	S69°29'03"E
C6	132.49'	11534.15'	0°39'29"	132.49'	S69°25'06"E
C7	173.40'	11534.15'	0°51'41"	173.39'	S68°39'31"E
C8	26.47'	11534.15'	0°07'53"	26.47'	S69°09'18"E
C9	228.03'	11514.15'	1°08'05"	228.03'	S67°37'23"E
C10	200.00'	11476.94'	0°59'54"	200.00'	S68°37'10"E
C11	127.21'	11514.16'	0°37'59"	127.21'	S69°30'06"E

**LINE TABLE**

LINE	BEARING	LENGTH
L1	N01°11'22"E	10.71'
L2	S01°11'22"W	10.71'
L3	N67°47'29"W	1.07'
L4	S88°48'38"E	1.00'
L5	N01°11'22"E	28.45'
L6	N02°28'17"E	3.00'
L7	S01°06'19"W	16.86'

**PRELIMINARY**  
Ronnie L. Edwards - On Behalf Of King Surveyors  
Colorado Licensed Professional  
Land Surveyor #38480



## Why Join the Windsor Downtown Development Authority?

### What is the DDA mission?

“It is the mission of the Windsor DDA to create a prosperous, vibrant, energetic, and clean town center, by marketing downtown opportunities, retaining and expanding current business opportunities, preserving downtown charm, and enhancing physical appearance and amenities through partnerships with the community and stakeholders.”

### What does the DDA really do?

The DDA holds regular board and committee meetings to further their mission. Key initiatives include the Mill Revitalization (in progress), the Clearview Library Development, DDA growth and sustainability, and Boardwalk Backlot Development. Reaching these goals is done through regular discussions with property owners, developers, the Town, and residents. Downtown Windsor is rich with history and buzzing with activity. The DDA helps highlight the past by promoting the present. Need more detail? Talk to our board members and come to the next meeting to hear more about current initiatives!

### Why be part of the Windsor DDA?

The benefits of joining the Windsor DDA are many!

Foremost, you will be part of a team of advocates for downtown businesses. The DDA works to create an environment that benefits all its members with promotion, events, and programs. A few examples are:

- Façade Improvement Program
- Event grants
- Marking materials and cross promotion opportunities
- Social media promotion
- Pride in the district identity

### Is there a cost to being part of the DDA?

A self-imposed property tax mil levy of 5 mils is used to generate income to help sustain downtown programs and initiatives. The DDA is also supported by the Town of Windsor to retain the sales tax in the district until 2021. This support helps ensure the DDA is able to make meaningful investments in downtown.



## WINDSOR DOWNTOWN DEVELOPMENT AUTHORITY

P.O. BOX 381, Windsor, CO 80550

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### BOARD OF DIRECTORS MEETING

November 16, 2016 – 7:30 a.m.

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

#### DRAFT MINUTES

**Board:** Bob Winter, Sean Pike, Craig Petersen, Cristin Perratt, Dan Stauss, Dean Kohler. **Excused:** Kristie Melendez.

**Staff:** Kelly Unger, Matt Ashby. **Guests:** Shay Coburn, Tim Stroh, Johanna Jamison, Brenda Todd.  
(Colorado Main Street)

- 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

Moved: DK, CP. Approved.

#### **E. KEY INITIATIVES:**

- 1. Mill Project Update - M. Ashby  
Special Meeting – December 7<sup>th</sup>.
  - 2. Backlot Boardwalk Update – M. Ashby
    - i. Stakeholder Meeting Results
    - ii. Survey Update.
    - iii. Developer Inquiries
    - iv. American Legion Facilitation  
DK – Move to approve spending up to 50% of the invoice. Approved unanimously.
    - v. EPA Brownfield Assessment Grant Application  
Matt: Provided an overview of the grant program. CP: Where could the funds be used? MA: Anywhere within the corporate limits of the community. CP: Where would the funds come from? DK: Out of a separate line item.  
Motion: CP: Move forward with a grant application for \$300,000 out of professional services with a cap on time at \$6,000. Motion approved unanimously.
  - 3. District Expansion – M. Ashby
    - i. Board to Board Meeting Update  
MA: Provided an overview of the meeting to help coordinate future actions. We will be scheduling future coordination meetings to continue discussions. (Matt: Complete district benefits summary.)
- F. Approval of Minutes from the October 12, 2016 Board of Directors Meeting – M. Ashby  
Motion: CP. CP. Approved Unaminously.
- G. Report of Bills, Financial Report – P. Garcia, M. Ashby  
Motion:CP - Approve bills \$10,164.55. DK. Unanimous approval.  
MA: discussion
- H. 2017 Budget

Note: Double Underlined items indicate attachments.



## WINDSOR DOWNTOWN DEVELOPMENT AUTHORITY

P.O. BOX 381, Windsor, CO 80550

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1. 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, 2017

**Motion: DK. DS. Approved Unanimously.**

2. 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 THEREFORE, FOR THE FISCAL YEAR ENDING DECEMBER 31, 2017

**Motion: CP. DS. Approved Unanimously.**

I. Executive Director's Report – M. Ashby

1. Billing Statement Update
2. Main Street Manager's Summit Summary

J. **COMMITTEE REPORTS:**

1. Marketing Committee
  - Shop Local (Small Business Saturday) CP: Partnering with the library to promote. Book mobile set up at Pike's. People who have shopped downtown will be eligible for drawing for gift certificates. The messaging was adjusted to enable people who had "supported" downtown to be eligible.
  - Website Discussion CP: Incremental updates of pages over time was the best approach.
    - Discussion on the wrap – providing a glossy brochure quarterly would be cheaper as well.
2. Executive/Organization Committee – Staff Evaluation, Main Street Kickoff & Reporting

K. **COMMUNICATIONS:**

1. DCI – December 5 – River North District Workshop
2. Holiday Schedule (Marketing – 11/23, Board Meeting 12/21, Marketing 12/28) Cancel Marketing, Retain regular meeting on 12/21.

The News on the Street is . . .

L. Adjourn

MAIN STREET DISCUSSION:

Overview of the program. Highlighting volunteer involvement.

DS – Question regarding strategy to combating online sales. Shay – We work to encourage events, and focusing on the experience of downtown as a differentiator. Tim – Described that the ability to gather together folks to address issues. DS – Windsor residents have become accustomed to shopping outside the community for all goods. Small business is at a disadvantage because there aren't as many national chains that would spin off shop local efforts. Shay – That issue is one that is typical of why communities join the program. DS – Feasibility studies help, but then we're requested to be self-sustaining. It's great that there's development happening, but the shop-owners need to hang on long enough. Tim – You job is

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to keep the big picture. MA – Shop local as a potential strategy over the entire year rather than just one Saturday. CP – Initially, we worked on a year-to-year basis. It seems that we now have the opportunity to expand our focus into some broader initiatives that are longer term.

Shay – additional benefits (beyond the network of finding solutions), technical assistance is available. Scholarships are available for trainings, webinars, and a mini-grant (\$2,500). These can be physical improvements or training programs. Also a pool of consultants can be drawn from to work on things like a retail strategy to help encourage shopping local. We are advocates of R&D - Rip Off and Duplicate. Tim – Once you've identified a goal in your annual work plan, COMS can help in moving those initiatives forward.

Online resources include the Program Manual – outlining the expectations. It includes a map of the communities around the state and program profiles of the other communities in the program. There's also a list of program managers in communities around the state. We also have a Board of Directors training that is available. There's also a quarterly reporting process with guidance on how to complete and to tell the story of how DDA/Main Street is impacting the community. There's also a newsletter that highlights opportunities. CP – Do you have online any different types of case studies for marketing. Shay – We don't have them online, but we can share information we do have. If you have any questions, there's also a list-serve that can go out. Website: Google Search Colorado Main Street.

### **Matt: Make 2 copies of the Main Street Handbook. (For Bob and Dan.)**

Scholarship - \$3,000 has been provided to have Staff attend the Main Street Summit, which Matt attended earlier this month. We also require at least one person to attend the National Main Street Conference in Pittsburg in early May. The remaining funds can be used for other training opportunities.

Facebook Page – Join for general updates. If you have a big event coming up, please share with us.

MOU – Memorandum of Understanding – There are tiers of the program, and as you progress and build more capacity, you move up through the program. One off the comments we had in reviewing Windsor's application is that you already have many of the pieces in place to move up a tier quickly. This opens up additional grant funds. Each tier has a pre-requisites table and a benefits table. This helps you to understand the requirements. All funds pass through the Town as the fiscal agent. Candidate communities – 1) Support and participation of the local government. 2) Attendance at Quarterly Trainings (at least one person attends two per year). 3) Attend two other trainings per year. (National Conference, DCI Conference or sessions.) Reported in the Quarterly Reports. 4) Spring Training is required for candidates. This event includes other partner agencies: State Historical Fund, CDOT, CML, non-profits. The goal is to bring awareness. 5) Activation Visit. 1-per year. Like to visit for some time to get feedback from the board. 6) MOU – Agreement that outlines expectations. 7) Historic Preservation Ethic – Saving buildings or historic preservation event. 8) Quarterly Reports – Typically the Board helps with the numbers and data collection. First one due April 17, 2017. 9) Annual Work Plan – Due at the end of January. Focus on quality projects – dedicate time and effort to a few initiatives. 10) Following National Main Street Approach. Providing a comprehensive approach to working on the 4-Points. 11) Present to Local Government at least annually. Tim – Moving into the designated stage would be beneficial since you already have most of the elements in place.

Architectural services – Tim Stroh is funded through History Colorado to work on the historic resources. Preservation planning, reviewing grants. Advocacy for linking historic preservation and development. Opportunity to provide quick sketches in preparation for a Façade Improvement Grant. Also consultation on how Historic Preservation Tax Credits could be incorporated into a project. Has done technical assistance in terms of providing proper tuck-pointing techniques for building owners. His goal is to see

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projects get done, and its free. CP – How large a project could he provide? Tim – Would really work to get things started – wouldn't want to replace work that could be done by other professionals in the community. Have even completed maintenance plans that help outline key steps to help in keeping buildings from falling down (or taking the most critical first step.)

Mini-Grant: There's a short application and numbers on a match. Money will need to be spent before June 1. Paying for a mural, buying benches. Montrose completed a pass through lot as well. There the Town added to the budget. CP – Bike racks could be a potential. Make sure to relate the project to your strategic plan or work plan.

**MATT – Add Mini-Grant discussion to the December agenda. (Bike racks, pass through, or alley.)**

Consulting funds are available. Approximately \$5,000 to help build capacity to develop a strategic plan or narrowing down the work plan. Possibly a building or business inventory. CP – Survey of customers that have come to town. Why did you shop in Downtown Windsor? 3+ years ago. It helped us understand where people were coming from. Finding out information from businesses and shoppers. Main Street has a list of qualified consultant to choose from. It might be that you work to either supplement funds or build a two phase project over two funding cycles. DS – Start with

**MATT – Work to begin working with MS to develop a scope of work on Market/Business survey as the goal for the Consulting Funds.**

Shay – We're always here as a resource. Please know that we are here as a resource.

Cristin – It would be great to put together more marketing information for the benefits the DDA provides – including the Façade Improvement Program. Most folks have other things to juggle and if you took in some information to show them what can be done, we'd be ahead of the game. Increase awareness of the program.

**MATT – Double check. Lucia's emails to Cristin don't get through. Check to make sure its correct on Lucia's end.**

Note: Double Underlined items indicate attachments.



## WINDSOR DOWNTOWN DEVELOPMENT AUTHORITY

P.O. BOX 381, Windsor, CO 80550

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

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### SPECIAL BOARD OF DIRECTORS MEETING

November 29, 2016 – 12:00PM NOON

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

**Attendees: Bob Winter, Craig Petersen, Dan Stauss, Dean Koehler, Cristin Parratt, Kristie Melendez, Sean Pike. Staff: Matt Ashby, Lucia Liley**

#### Draft Minutes

- 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.  
**CP moved to Approve; KM 2<sup>nd</sup>. Unanimously Approved.**

#### ***Discussion of Items E – G:***

CP – Question regarding routing the funding through the DDA as opposed to the Town as originally described. Instead of the DDA providing money to the Town, the Town is providing the funds up front to the the DDA who will be able to pay the Developer or a designee (ie – the contractor) to accommodate this change that would minimize the tax consequences to the developer. LL described that the provisions are largely the same. The reconciliation process provides for the total split between the Town and DDA. There may be a few clean up items to make minor changes so long as they do not change the substance of the agreement as enabled in the resolution with Matt and Lucia able to make minor modifications.

BW – Question on page 15 of the Incentives/Inducements Document. The DDA Chairman should be listed as a contact as well to add along with the Executive Director.

KM – The IGA only lasts five years, would the agreement be completed by that time? LL – The upfront payment scenario will be handled within the first few years of this agreement.

BW – What is the status of the Sales Tax provision under this agreement? LL – Currently, DDA gets the Sales Tax increment as well as the Base. Every five years, that provision is subject to negotiation between the DDA and Town. Property tax is fixed by the DDA statutes. The Sales Tax will likely extend beyond the IGA, possibly up to ten years, with 50% of the sales tax to the developer until the \$606,000 is paid. The Town would get to keep the remaining 50% to use for other purposes. This was discussed as a good option for operational revenues.

BW – In case of default on page 13, this appears to be a standard provision. This paragraph protects the DDA? LL – Yes, these are similar provisions that have been used in other similar agreements. There are many protections in these documents. The upfront money is being paid earlier in the process to the contractor. The escrow account will be fully funded before any payments are made. And if the developer fails, the escrow funds will be used to make the DDA and Town whole. Requirements include a construction contract, approval of design plans and eligible expenses. The façade easement agreement includes another list of requirements, including leasing, full plans, etc. As for the eligible facades, we are anticipating that the north, east and south are eligible with plans presented to the DDA. There's also the potential for the west side to be eligible as well. Policies require the facades face a public access, which could become eligible with the dedication of an access easement on the west side. The annex building



## WINDSOR DOWNTOWN DEVELOPMENT AUTHORITY

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could also become eligible as well as the grain bin. The maximum amount does not change even with the addition. The money is capped. The DDA can only pay for façade easements and public improvements. If we can't find enough façade improvements to make up the total, the Town would end up paying the developer more out of sales tax with repayment from the DDA in the future. No future façade improvement requests are anticipated. 321 Main is a separate property and could be subject to future funding. At this time the developer does not have plans for the building at this time.

CP – Would there be payments in 2016? LL – No, we anticipate payments in 2017.

CrP – Has the Town approved? KM – Yes, it was approved last evening.

BW – Could you describe meeting proceedings? KM – The agreements passed 6-1 vote. The council member has philosophical concerns about approving development incentives in general. One of the board members is appreciative of the sales tax share back with the Town. It was identified as a good faith partnership element.

SS – We close on the property tomorrow at 9AM. Work has already begun. It is phenomenal that this project started discussions just 6 months ago. We've already spent about \$200K in architectural and engineering work. Cleanup of the inside will start immediately. Tenant improvements will come as the tenants sign commitments. Grand opening is slated for next November with an aggressive schedule. This could potentially slide, but we hope for an earlier opening. Historic preservation has been great to work with.

CP – Will there be a press event? SS – The Coloradoan has run an article and we reached out to the WindsorNow. We are looking to create an event with tenants in the next few weeks.

E. A RESOLUTION APPROVING AN AGREEMENT FOR ECONOMIC INCENTIVES AND INDUCEMENTS BETWEEN AND AMONG THE WINDSOR, COLORADO, DOWNTOWN DEVELOPMENT AUTHORITY, THE TOWN OF WINDSOR, COLORADO, AND OLD WINDSOR MILL, LLC, WITH RESPECT TO THE REDEVELOPMENT OF THE WINDSOR MILL AND ELEVATOR PROPERTY

**KM moved to approve Resolution 2016-DDA03 with the following findings:** 1. The attached Agreement for Certain Economic Incentives and Inducements between and among the DDA, the Town and the Company is approved; 2. The Chairman of the DDA is authorized to execute said agreement on the DDA's behalf; and 3. DDA legal counsel and the DDA executive director are authorized to approve changes to said agreement relating to increasing legal protections and benefits for the DDA, as well as grammatical and other minor changes of a non-substantive nature.

**CP – Seconded the motion. Approved Unanimously.**

F. A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE WINDSOR, COLORADO, DOWNTOWN DEVELOPMENT AUTHORITY AND THE TOWN OF WINDSOR, COLORADO, MODIFYING THE MARCH 14, 2016 INTERGOVERNMENTAL AGREEMENT BETWEEN SAID PARTIES REGARDING FUNDING FOR REDEVELOPMENT OF THE WINDSOR MILL AND ELEVATOR PROPERTY

**KM moved to approve Resolution 2016-DDA04 with the following findings:** 1. The attached Intergovernmental Agreement between the DDA and the Town modifying the March 14, 2016 Intergovernmental Agreement regarding funding for redevelopment of the Windsor Mill and Elevator Property between the Town and the DDA is approved; 2. The Chairman of the DDA is authorized to execute said agreement on the DDA's behalf; and 3. DDA legal counsel and the DDA executive director are authorized to approve changes to said



**WINDSOR DOWNTOWN DEVELOPMENT AUTHORITY**

P.O. BOX 381, Windsor, CO 80550

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agreement relating to increasing legal protections and benefits for the DDA, as well as grammatical and other minor changes of a non-substantive nature.

**CP – Seconded the motion. Approved Unanimously.**

- G. A RESOLUTION APPROVING A FAÇADE EASEMENT AGREEMENT BETWEEN THE WINDSOR, COLORADO, DOWNTOWN DEVELOPMENT AUTHORITY AND OLD WINDSOR MILL, LLC, WITH RESPECT TO THE REDEVELOPMENT OF THE WINDSOR MILL AND ELEVATOR PROPERTY  
**KM moved to approve Resolution 2016-DDA05 with the following findings: 1.** The attached Façade Easement Agreement between the DDA and the Company is approved; **2.** The Chairman of the DDA is authorized to execute said agreement on the DDA’s behalf; and **3.** DDA legal counsel and the DDA executive director are authorized to approve changes to said agreement relating to increasing legal protections and benefits for the DDA, as well as grammatical and other minor changes of a non-substantive nature.

**DK – Seconded the motion. Approved Unanimously.**

- H. Adjourn

**KM moved to adjourn. CP Seconded. Approved Unanimously at 12:53PM.**

# Report of Bills

November 2016



TOWN OF WINDSOR  
301 WALNUT STREET  
WINDSOR, CO 80550  
WWW.WINDSORGOV.COM

(970) 674-2400  
MON-FRI 8AM TO 5PM

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 19 DOWNTOWN DEVELOPMENT AUTHORI				
Department: 486 DOWNTOWN DEVELOPMENT AU				
78667	COLORADO SPECIAL DISTRICT	DDA WORKER'S COMPENSATION C	11/04/2016	242.50
78804	CARD SERVICES	CONSTANT CONTACT	11/18/2016	20.00
78850	GREELEY TRIBUNE	DDA WRAP 1/4 PAGE	11/28/2016	410.00
Total for Department: 486 DOWNTOWN DEVELOP				672.50
Total for Fund:19 DOWNTOWN DEVELOPMENT A				672.50
Grand Total				672.50



Volume 4, Issue 10 October 2016

**Windsor Downtown  
Development  
Authority**

## Windsor DDA Revenue

Windsor DDA Revenue Summary October 31, 2016	Collections	Budget	% of Budget
Property Tax Mill Levy	\$15,807	\$15,959	99.05%
Auto Registration Tax	\$706	\$850	83.06%
Incremental Property Tax	\$11,176	\$13,080	85.44%
Interest	\$43	\$5	860.00%
Town of Windsor Funding	\$225,000	\$270,000	83.33%
<b>Total</b>	<b>\$252,732</b>	<b>\$299,894</b>	<b>84.27%</b>

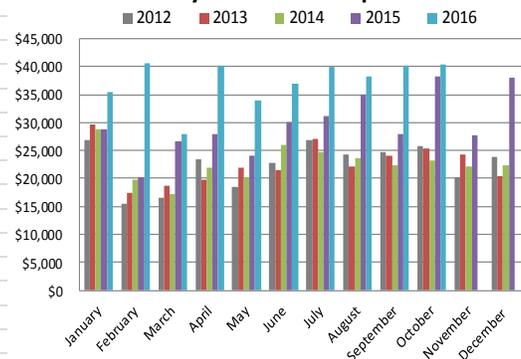
### Special points of interest:

- September 2016 sales tax collections were \$12,229 above September 2015 sales tax collections.
- Revenue is ahead of the pace at the end of September 2016 at 76.41%, as we should see 75% of the revenue through the 9th month of the year.
- 2016 expenditures are under the budget benchmark with only 36.46% of the budget expended.

## Windsor DDA Expenditures

Windsor DDA Expenditures Summary October 31, 2016	Expenditures	Budget	% of Budget
<b>Operations</b>			
Office Supplies	\$0	\$500	0.00%
Public Relations/Advertising	\$6,696	\$25,000	26.78%
Board Development	\$40	\$4,000	1.00%
Dues/Fees/Subscriptions	\$1,313	\$2,000	65.65%
Small Equipment	\$0	\$2,500	0.00%
Special Equipment	\$0	\$10,000	0.00%
Street Repair/Maintenance	\$0	\$1,500	0.00%
Travel/Mileage	\$0	\$500	0.00%
Liability Insurance	\$0	\$2,500	0.00%
Legal Services	\$15,387	\$10,000	153.87%
Contract Services	\$41,679	\$50,380	82.73%
Publishing/Recording	\$0	\$500	0.00%
Postage	\$225	\$350	64.29%
Printing/Binding	\$160	\$500	32.00%
Study Review/Consultant	\$11,555	\$30,000	38.52%
Façade Program	\$19,567	\$100,000	19.57%
Administrative Transfer	\$4,167	\$5,000	83.34%
<b>Operations Total</b>	<b>\$100,789</b>	<b>\$245,230</b>	<b>41.10%</b>
<b>Capital</b>			
Site Improvements	\$0	\$5,000	0.00%
Machinery/Equipment	\$0	\$5,000	0.00%
<b>Capital Total</b>	<b>\$0</b>	<b>\$10,000</b>	<b>0.00%</b>
<b>Grand Total</b>	<b>\$100,789</b>	<b>\$255,230</b>	<b>39.49%</b>

### 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  
Cristin Peratt — Cperatt@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 2020  
Term: April 2020  
Term: April 2020



## WINDSOR DOWNTOWN DEVELOPMENT AUTHORITY

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### Executive Director Report

**Date:** December 18, 2016  
**To:** Downtown Development Authority Board of Directors  
**From:** Matt Ashby, DDA Executive Director  
**Re:** December Report

#### Meeting Summary:

November's activities focused largely on preparations for both the budget and Mill Incentives approval. Conference calls included discussions on the EPA Brownfield Grant Application (11/14 and 11/22), Developer Discussion (11/18), and DDA Legislation (12/6). The following meetings that have occurred November 9 to December 18, including:

- Board Meeting (11/16) – Included Mill tour and reinvestment stats meeting with Colorado Main Street staff.
- Town Board Meeting – RE: Budget, EPA Grant, Mill Incentives (11/28)
- Special DDA Board Meeting – RE: Mill Incentives (11/29)
- Windsor Events Planning Meeting (Chamber) (11/29)
- Marketing Committee (11/30) – Barbara Kloth
- Developer Meeting/Shop Local Gift Certificate Pickup (12/2)
- Windsor Wonderland (12/3)
- McWhinney Dairy Block Tour, DCI Training Workshop (12/5)
- Library Project Update Meeting (12/7)
- American Legion Facilitation Session w/ Dennis Humphries (12/14)
- EPA Grant Delivery, Check in w/ Town (12/16)

Billing Breakdown for November Invoice (11/29): \$4,343.46

- Outreach, Board Meetings, General DDA: \$1,806.96 (Current)  
Total Fees to Date (Thru 11/29/16): \$49,912 of \$51,298 = 97%  
Total Months Billed = 11/12 = 91%  
Total Percentage Ahead of Contract = 6%
- Mill Project – Total Costs To Date: \$9,248 (Prior) + \$838.80 (Current) = \$10,086.80
- Backlots Project – Total Costs To Date: \$2,426.56 (Prior) + \$128.10 (Current) = \$2,554.66
- Travel/Training – The Main Street Summit training session was included in this month's invoice. Expenses will be reimbursed by Colorado Main Street. Total - \$1390.00  
Note: The December invoice will include several expenses to reimburse, including Shop Local gift certificate purchases.

#### Anticipated Workload December-January:

- Backlot Development Process
- American Legion Facilitation Follow Up
- Review of Façade Improvement Program

#### Ayres Contract 2017:



## WINDSOR DOWNTOWN DEVELOPMENT AUTHORITY

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The 2017 contract for services with Ayres Associates is included in the packet for your review. The revisions generally include updating the expiration date and the limits approved in the budget. Josh Liley updated to wrap in the two amendments made over the course of the year.

Changes from the version executed last year have been tracked in the attached draft and are as follows:

1. Changed date of execution of agreement to date of board meeting (Dec. 21, 2016).
2. Increased page count for Attachment F (it's now 2 pages long instead of the original 1).
3. Updated the contract maximum to \$58,260.
4. Changed term of contract to January 1, 2017, through December 31, 2017.
5. Included the sections agreed to in the second amendment (5.1.3, 5.1.4 and 5.1.5).
6. Eliminated footers for attachments.

### DDA Legislation:

We were made aware that Colorado Commissioners Inc., the group representing county commissioners legislative affairs, is considering a legislative bill to modify the structure for tax increment financing for DDAs. Windsor DDA was contacted by Matt Robenault from Ft. Collins DDA to participate in a conference call regarding the possible impacts of such a bill. In general, the legislation appears to change DDA powers similar to how Urban Renewal Authorities have been limited by prior legislation. The concern is that DDAs operate differently than URAs. The proposed options include a coalition of DDAs getting together to discuss the issues with CCI. Further action could include the need to hire a lobbyist to help track the legislation. A meeting will be held on January 6, 9am-noon with CCI to determine future steps.

### Action Checklist Review from 11/16:

Matt: Complete District Benefits Summary (Text Drafted)

Matt: Deliver printed copies of Main Street Handbook to Bob and Dave. (Completed.)

Matt: Add Main Street Mini-Grant to January Agenda. (Completed.)

Matt: Complete Main Street Business Survey Scope of Work. (Attached.)

Matt: Check Lucia's email connection with Cristin. (Completed.)



DATE: NOVEMBER 30, 2016  
STATE FISCAL YEAR: 2016-2017  
PROJECT #: F17MS 014

## COLORADO MAIN STREET - REQUEST FOR PROPOSALS

### PROJECT INFORMATION

#### Title

Windsor Business, Building, and Property Inventory & Customer Survey

#### Description

The town of Windsor became a candidate community in the Colorado Main Street Program in 2016. Windsor is currently seeking the services of a consultant for a two-phase project. Phase 1, a business, building, and property inventory will be completed prior to June 20, 2017, and Phase 2, a customer survey will be completed prior to June 20, 2018.

Business owners in Windsor struggle with competition with online retailers and retailers in nearby cities. The phase 1 building, business, and property inventory will provide foundational data to inform future strategies to support local businesses. The inventory will provide a baseline for performance metrics and should be presented in a format that can be easily updated from year to year. The phase 2 customer survey component of this project will update a customer survey that was completed a few years ago. The customer survey would complement phase 1 of this project, providing additional baseline data and potentially informing a future market study and strategy development.

Commented [BT1]: Matt, can we find out the actual year?

#### Proposed Scope of Work

The proposed deliverables include the following:

1. Phase 1 (to be completed before May 31st, 2017): A business, building, and property inventory in a user-friendly database (like Excel) that can be easily updated.

The inventory should include business name and type, property name/number, owner, contact information, occupancy, use type, number of housing units, identification of potential historic classification, property value, square footage of building and lot, current zoning, number of parking spaces, amenities, and rental rates.

Additionally, to the extent possible, baseline information from business owners should be collected on the following: 1) Status of business 2 years ago; 2) Current status of business; 3) Desired future status of business.

Commented [BT2]: This came from a comment from one of the board members. See what you think.

Deliverable: Business, building and property inventory in a database. Summary of baseline information from business owners.

2. Phase 2 (to be completed before May 31st, 2018): A customer survey, synthesis of results, and potential strategies for businesses moving forward.

The customer survey should be developed to complement the previously completed survey. It is anticipated that the survey will likely address topics including why customers are shopping in Windsor as well as what might entice them to do so more frequently.

Deliverable: Customer survey, synthesis of results, and potential strategies.



**Existing Plans**

- Previous customer survey.

**Proposed Performance Period**

Phase 1 of the project must be completed by May 31st, 2017, and Phase 2 must be completed by May 31st, 2018.



**SUBMITTAL INSTRUCTIONS**

In **about four (4) pages**, submit the following information via email to Shay Coburn, Main Street Program Coordinator, at [shay.coburn@state.co.us](mailto:shay.coburn@state.co.us) AND Brenda Todd at [brenda@brendatoddconsulting.com](mailto:brenda@brendatoddconsulting.com). Proposals are **due by XXX by 5 PM**. If you have questions or concerns, contact Shay or Brenda at the email listed above.

**Project Understanding and Experience**

Describe your understanding of the project and how your experience will ensure a successful project.

*Note: You do not need to include your specific qualifications as we have them from your RFQ submittal.*

**Project Staff**

Include the names and titles of firm staff and any sub-consultants that will work on this project. If the proposed staff and/or sub-consultants were not included in your RFQ submittal, please include their resumes.

**Scope of Work**

Describe detail on how you plan to execute the Scope of Work as listed above.

**Deliverables, Cost and Proposed Schedule**

The cost mentioned in this proposal will be the not-to-exceed amount. List your costs per deliverable/task as a lump sum (not hourly rates) including travel expenses and reimbursable expenses. Insert proposed schedule based on key deliverables. **Approximate available budget for each phase of this project is \$5,000, for a total budget of \$10,000 to be split evenly between state fiscal years.**

Deliverable/Task	Cost	Schedule
Business, building, and property inventory in a database; summary of baseline information from business owners		
Customer survey, synthesis off results, and potential strategies		
<b>TOTAL COST</b>		

**Additional Information**

Briefly list any additional/relevant information that is necessary to this proposal.

MASTER AGREEMENT FOR PROFESSIONAL SERVICES

THIS MASTER AGREEMENT is made and entered into on December 21, 2016, by and between the Windsor Downtown Development Authority, 301 Walnut Street, Windsor, CO 80550 (OWNER), and Ayres Associates Inc., 3433 Oakwood Hills Parkway, Eau Claire, WI 54701 (CONSULTANT).

OWNER intends to retain CONSULTANT from time to time to perform certain professional services as described in the Scope of Services (Attachment A). Individual Project Supplements describing additional work to be performed under the Scope of Services will be attached to and considered a part hereof on a project by project basis.

OWNER and CONSULTANT agree to performance of professional services by CONSULTANT and payment for those services by OWNER as set forth below, and on the terms and conditions contained in any attached document. The following Attachments are attached to and made a part of this Agreement.

- Attachment A - Scope of Services;
- Attachment B - Period of Services; and
- Attachment C - Compensation and Payments, Attachments A, B and C together consisting of 2 pages.
- Attachment D - Terms and Conditions, consisting of 6 pages.
- Attachment E – Insurance, consisting of 2 pages.
- Attachment F – Time/Budget Allocation Overview, consisting of 2 pages.

This Master Agreement (consisting of 1 page), together with the Attachments identified above, constitute the entire agreement between OWNER and CONSULTANT and supersede all prior written or oral understandings (the Master Agreement and such attachments referred to hereinafter as the "Agreement"). This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first written above.

OWNER:  
Windsor Downtown Development Authority

CONSULTANT :  
Ayres Associates Inc.

\_\_\_\_\_  
Bob Winter, Chairman

\_\_\_\_\_  
Scott Wilson Vice President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:

Attest:

\_\_\_\_\_  
Craig Petersen Secretary/Treasurer

\_\_\_\_\_  
Matthew J. Ashby Urban Planner/Project Manager

Date: \_\_\_\_\_

## **ATTACHMENT A – SCOPE OF SERVICES**

This is an attachment to the Master Agreement dated December 21, 2016, between the Windsor Downtown Development Authority (OWNER) and Ayres Associates Inc. (CONSULTANT).

The Project consists of various community development services required to provide support for the Windsor Downtown Development Authority.

CONSULTANT shall provide professional services for OWNER as requested by the OWNER and may include, but are not limited to the following (the “Scope of Services”):

### ARTICLE 1 – BASIC SERVICES

- Attendance and management of DDA Board Meetings including production of agendas, minutes and reports;
- Provide monthly updates to the website;
- Draft and issue monthly newsletter and social media updates;
- Facilitate creation of annual committee work plans;
- Provide budget management and oversight in coordination with OWNER.
- Miscellaneous meetings as deemed necessary by OWNER.

### ARTICLE 2 - ADDITIONAL SERVICES

The professional services to be provided by CONSULTANT under the Scope of Services shall be performed when requested by the OWNER. OWNER and CONSULTANT will agree upon the time frame in which the requested services will be provided prior to the services being scheduled. Additional services may include a diversity of work products as directed, including grant writing, event management, additional meeting attendance, and development of products associated with annual work plans. This list is not exhaustive of the additional services that OWNER may request of CONSULTANT. This Agreement does not guarantee to CONSULTANT any work except as authorized in accordance with the terms contained herein, nor does it create an exclusive contract for services.

### ARTICLE 3 - OWNER'S RESPONSIBILITIES

OWNER will provide general support services to CONSULTANT including timely response to requests for information. Additionally, OWNER agrees to provide monthly financial reporting.

## **ATTACHMENT B - PERIOD OF SERVICES**

### ARTICLE 4 - PERIOD OF SERVICES

The professional services provided by CONSULTANT shall be performed when requested by OWNER. OWNER and CONSULTANT will agree upon the time frame in which the requested scope of services will be provided prior to the services being scheduled. Services shall be provided starting January 1, 2017, and ending December 31, 2017, unless sooner terminated as hereinafter provided.

## **ATTACHMENT C – COMPENSATION AND PAYMENTS**

### ARTICLE 5 - COMPENSATION AND PAYMENTS

**5.1.1 Compensation.** CONSULTANT shall perform the Scope of Services on a time and reimbursable direct cost basis. Compensation for time shall be paid in accordance with the rates set forth on Attachment F. Mileage will be charged at standard federal rate. Travel time will be billed at cost. The foregoing notwithstanding, the maximum amount payable pursuant to this Agreement for CONSULTANT'S time and direct costs (or that of any authorized subconsultant) for each year this Agreement is in effect shall be Fifty-eight Thousand Two Hundred Sixty Dollars (\$58,260.00). (Attachment F contains the estimated hours, direct expenses, and billing rates for staff anticipated to be assigned to the project.)

**5.1.2 Billing.** CONSULTANT shall submit to OWNER detailed monthly invoices which set forth the following: (1) each service rendered, and the identity of the person who performed it; (2) the cost of each service rendered by CONSULTANT (or any authorized subconsultant); and (3) direct costs eligible for reimbursement. CONSULTANT shall include with the invoice sufficient evidence of direct costs it has incurred for which it seeks reimbursement from OWNER. CONSULTANT'S failure to comply with these requirements may, at OWNER'S option, suspend processing of payment requests until CONSULTANT is in compliance with said requirements. OWNER shall be obligated to pay invoices that conform to the requirements contained herein within thirty (30) days of receipt.

**5.1.3 Additional Compensation.** The maximum amount of compensation for CONSULTANT'S time and direct costs established in Article 5.1.1 may be increased upon the approval of the board of directors of the OWNER (the "Board") at a regular or special meeting of the Board by such amount as the Board, in its discretion, deems appropriate.

**5.1.4 Travel and Training Expenses.** The OWNER may require the CONSULTANT'S attendance at trainings and meetings in addition to regular duties. When directed in writing to attend trainings and meetings, the CONSULTANT shall bill separately for reimbursement of actual expenses associated with travel and time. The OWNER, in its writing, may establish a maximum amount of authorized expenses for travel and time. If no such amount is provided, travel costs incurred by the CONSULTANT shall be reasonable. The CONSULTANT must provide receipts or other proof of purchase for all reimbursable expenses. Reimbursement for travel and training costs described herein shall not be subject to the maximum compensation amount established in 5.1.1.

**5.1.5. Expenses Incurred on Behalf of OWNER.** If the OWNER requests that the CONSULTANT incur expenses on the OWNER'S behalf, and the CONSULTANT incurs such expenses, then the CONSULTANT shall be entitled to reimbursement. Such requests may be authorized by the board chair of the Board, in writing (including email), up to the amount of \$500.00 per request. Requests above such amount must be authorized by the Board at a regular or special meeting of the Board. The CONSULTANT must provide to the OWNER receipts or other proof of purchase for all reimbursable expenses. Reimbursement for such expenses shall not be subject to the maximum compensation amount established in 5.1.1.

## **ATTACHMENT D - TERMS AND CONDITIONS**

This is an attachment to the Master Agreement dated December 21, 2016, between Windsor Downtown Development Authority (OWNER) and Ayres Associates Inc. (CONSULTANT).

### **ARTICLE 6 - GENERAL CONSIDERATIONS**

#### **6.1 Standard of Performance**

The standard of care for all professional services performed or furnished by CONSULTANT under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. CONSULTANT does not make any warranty or guarantee, expressed or implied, nor is this Agreement or contract subject to the provisions of any uniform commercial code. Similarly, CONSULTANT will not accept those terms and conditions offered by OWNER in its purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly agreed to in writing. Written acknowledgement of receipt or the actual performance of services subsequent to receipt of such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.

#### **6.2 Work Product**

OWNER shall own and retain all right, title and interest in and to all reports, documents, drawings, specifications, plans, designs, and all other information or work product produced, created, developed or made by CONSULTANT or its subconsultants pursuant to this Agreement ("Work Product"), and such Work Product shall be the sole property of OWNER. OWNER hereby agrees that CONSULTANT shall be granted a limited, non-exclusive license to use the Work Product for promotional materials associated with the CONSULTANT'S business.

#### **6.3 Electronic Files**

6.3.1 OWNER and CONSULTANT agree that any electronic files furnished by either party shall conform to the specifications agreed to at the time this Agreement is executed and listed elsewhere. Any changes to the electronic specifications by either OWNER or CONSULTANT are subject to review and acceptance by the other party. Additional services by CONSULTANT made necessary by changes to the electronic file specifications shall be compensated for as Additional Services.

6.3.2 Electronic files furnished by either party shall be subject to an acceptance period of 60 days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files.

6.3.3 OWNER is aware that differences may exist between the electronic files delivered and the printed hard-copy documents. In the event of a conflict between the hard-copy documents prepared by CONSULTANT and electronic files, the hard-copy documents shall govern.

## **6.4 Insurance**

6.4.1 Insurance Coverage. CONSULTANT shall procure and maintain, at its own expense, the insurance coverage described on Attachment E.

6.4.2 Insurance Requirements. Certificates of insurance and/or insurance policies required above shall be subject to the following stipulations and additional requirements:

- i. Any and all deductibles or self-insured retentions contained in any insurance policy shall be assumed by and at the sole risk of CONSULTANT.
- ii. 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.
- iii. All required insurance shall be obtained from financially responsible insurance companies, authorized to do business in the State of Colorado and acceptable to OWNER, in its reasonable discretion.
- iv. OWNER shall all be named as additional insureds on the commercial general liability and automobile liability insurance policies required above.
- v. Coverage required of CONSULTANT shall be primary over any insurance or self-insurance program carried by OWNER.
- vi. The above insurance policies shall include provisions preventing cancellation or non-renewal without at least forty-five (45) days' prior notice to OWNER.
- vii. All insurance policies in any way related to this Agreement and secured and maintained by the CONSULTANT shall include clauses stating that each carrier shall waive all rights of recovery, under subrogation or otherwise, against OWNER.
- viii. CONSULTANT shall provide to OWNER certificates showing insurance coverage required under this Agreement within seven (7) business days of execution of this Agreement. No later than fifteen (15) days prior to the expiration date of any such coverage, CONSULTANT shall deliver to OWNER certificates of insurance evidencing renewal of any such coverage. In addition, upon request by OWNER at any time during the term of this Agreement, CONSULTANT shall, within ten (10) days of such request, supply to OWNER evidence satisfactory to OWNER of compliance with the insurance requirements contained in this Agreement.

## **6.5 Termination**

6.5.1 Termination by OWNER. OWNER may terminate this Agreement at any time without cause upon fifteen (15) days' prior written notice to CONSULTANT. If this Agreement is terminated by OWNER, OWNER will pay CONSULTANT for work accomplished through date of termination. Notwithstanding the above, CONSULTANT shall not be relieved of liability to OWNER for damages sustained by OWNER by

virtue of any breach of this Agreement by CONSULTANT and OWNER may withhold any payments to CONSULTANT for the purpose of setoff until such time as the exact amount of damages due OWNER from CONSULTANT is determined. All work accomplished by CONSULTANT prior to the date of such termination shall be recorded and tangible work documents shall be transferred to and become the sole property of OWNER prior to payment for services rendered.

6.5.2 Termination by CONSULTANT. CONSULTANT may terminate this Agreement at any time without cause upon fifteen (15) days' prior written notice to OWNER. Delivering notice of early termination to OWNER shall not in any way relieve CONSULTANT of its obligation to perform services under this Agreement through the effective date of such early termination, or relieve OWNER of its obligation to pay the CONSULTANT for such performance through the effective date of such early termination.

6.5.3 Breach. This Agreement may be terminated at any time without notice upon a material breach of the terms of this Agreement.

## **6.6 Controlling Law**

The laws of the State of Colorado shall govern the execution, construction, interpretation and enforcement of this Agreement. The parties hereto agree that jurisdiction and venue for any dispute arising under this Agreement shall be exclusive to Weld County District Court.

## **6.7 Successors and Assigns**

6.7.1 OWNER and CONSULTANT each is hereby bound to the other party, and to their respective successors (or assigns, as authorized by 6.7.2 below), in respect of all covenants, agreements and obligations of this Agreement.

6.7.2 Neither OWNER nor CONSULTANT shall assign, sublet or transfer any rights under or interest in this Agreement (including, but without limitation, moneys that may become due or moneys that are due) without the written consent of the other, except to the extent mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

6.7.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than OWNER and CONSULTANT, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and CONSULTANT and not for the benefit of any other party.

## **6.8 Exclusion of Special, Indirect, Consequential, and Liquidated Damages**

CONSULTANT shall not be liable, in contract or tort or otherwise, for any special, indirect, consequential, or liquidated damages including specifically, but without limitation, loss of profit or revenue, loss of capital, delay damages, loss of goodwill, or similar damages arising out of or connected in any way to the Project or this Agreement. The foregoing shall not apply to breach of the provisions contained in Section 6.17 below, concerning the employment of illegal aliens.

## **6.9 Betterment**

If, due to CONSULTANT's negligence, a required item or component of the project is omitted from any construction documents, CONSULTANT's liability shall be limited to the reasonable cost of correction of the construction, less what OWNER's cost of including the omitted item or component in the original construction would have been had the item or component not been omitted. It is intended by this provision that CONSULTANT will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the project.

## **6.10 Acceptance Not Waiver**

OWNER's approval of drawings, designs, plans, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve CONSULTANT of responsibility for the quality or technical accuracy of the work. OWNER'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 OWNER under this Agreement.

## **6.11 Independent Contractor**

6.11.1 Status as Independent Contractor. The parties hereto agree that the services CONSULTANT will be performing hereunder are those of an independent contractor, and not of an agent or employee of OWNER. CONSULTANT, as an independent contractor, is obligated to pay federal and state income tax on moneys earned. The personnel employed by the CONSULTANT are not and shall not become employees, agents or servants of OWNER, nor shall he or she be entitled to any employee benefits from OWNER because of the performance of any work or as a result of the execution of this Agreement.

6.11.2 Solicitation of Agreement. CONSULTANT 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 CONSULTANT, 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, OWNER 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.

## **6.12 Use of Subconsultants, Responsibility for Employees and Subconsultants**

6.12.1 Use of Subconsultants. CONSULTANT understands and agrees that it must obtain the written consent of OWNER prior to utilizing any subconsultant for work to be performed hereunder, which consent shall not be unreasonably withheld. CONSULTANT shall employ and contract with only those persons or entities that are properly skilled, accredited, certified, and/or licensed, as applicable, to safely and competently perform work of the type and scope which they will be performing.

6.12.2 Responsibility for Employees and Subconsultants. CONSULTANT agrees that it shall be fully responsible for the acts and omissions of its employees and agents and for those of its subconsultants, and any persons either directly or indirectly employed by any subconsultants to the same degree as acts and omissions of persons CONSULTANT directly employs. CONSULTANT shall be responsible for the coordination of all services between CONSULTANT and its subconsultants. Nothing contained in this Agreement shall create any contractual relation between any subconsultant and OWNER.

### **6.13 Legal Compliance**

CONSULTANT 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. CONSULTANT represents 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 work under this Agreement.

### **6.14 Subject to Annual Appropriations**

OWNER 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 OWNER to expend funds not otherwise appropriated in each succeeding year.

### **6.15 Technical Accuracy, Indemnification, Default**

6.15.1 Technical Accuracy. CONSULTANT shall be responsible for the professional quality, technical accuracy, timely completion and coordination of all services rendered by CONSULTANT and its subconsultants, which services shall include, by way of example and without limitation, designs, plans, reports, specifications, and drawings, and CONSULTANT shall, without additional compensation, promptly remedy and correct any errors, omissions, or other deficiencies.

6.15.2 Indemnification. CONSULTANT shall indemnify, save and hold harmless Owner, its officers and employees, in accordance with Colorado law, from all damages whatsoever claimed by third parties against OWNER and for OWNER's costs and reasonable attorney's fees arising directly or indirectly out of the CONSULTANT'S negligent performance, or that of any of its subconsultants, of any of the services furnished under this Agreement.

6.15.3 Default. If CONSULTANT defaults in any obligation under this Agreement, CONSULTANT shall be liable for all costs, expenses and payment incurred by OWNER in connection therewith, including any reasonable attorney's fees.

### **6.16 Inspection and Retention of Documents, Public Records**

6.16.1 Inspection of Records. During all phases of the work and services to be provided hereunder the Contractor agrees to permit duly authorized agents and employees of OWNER to enter the CONSULTANT'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.

6.16.2 Retention of Records. CONSULTANT and its subconsultants 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 OWNER and copies thereof shall be furnished if requested.

6.16.3 Open Records Act. CONSULTANT understands that any records created by CONSULTANT in performing the Scope of Services, including, but not limited to, written communications, documents, photographs and recordings, will likely constitute a public record under the Colorado Open Records Act, C.R.S. 24-72-201 et seq. Accordingly, CONSULTANT agrees to provide to OWNER any such records which OWNER determines are subject to disclosure under said Act.

### **6.17 Prohibition Against Employing Illegal Aliens**

CONSULTANT, as of the date of execution of this Agreement, hereby certifies that it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and that it 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) 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 work under this Agreement. CONSULTANT shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or knowingly enter into a contract with a subconsultant who knowingly employs or contracts with an illegal alien to perform work under this Agreement. CONSULTANT shall not use the e-Verify Program or Department Program procedures to undertake pre-employment screening of job applicants during the term hereof. If CONSULTANT obtains actual knowledge that a subconsultant performing work under this Agreement knowingly employs or contracts with an illegal alien, the CONSULTANT shall: (i) notify such subconsultant and the OWNER within three days that the CONSULTANT 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 section the subconsultant does not cease employing or contracting with the illegal alien; except that the CONSULTANT 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. CONSULTANT 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). If CONSULTANT violates any provision of this Agreement pertaining to the duties imposed by C.R.S. § 8-17.5-102 OWNER shall have the right to immediately terminate this Agreement. If this Agreement is so terminated, CONSULTANT shall be liable for actual and consequential damages to OWNER arising out of CONSULTANT'S violation of C.R.S. § 8-17.5-102. OWNER will notify the Office of the Secretary of State if CONSULTANT violates this provision of this Agreement and OWNER terminates the Agreement for such breach.

## ATTACHMENT E - INSURANCE

This is an attachment to the Master Agreement dated December 21, 2016, between Windsor Downtown Development Authority (OWNER) and Ayres Associates Inc. (CONSULTANT).

### **ARTICLE 8 - INSURANCE**

#### **8.1 Workers' Compensation**

Workers' Compensation insurance covering the CONSULTANT for any and all claims which may arise against the CONSULTANT because of Workers' Compensation and Occupational Disease Acts shall be carried. The Employer's Liability Section shall have limits of not less than the following, or in such other amount as may be required by applicable law:

Each Accident:	\$	100,000
Disease, Policy Limit:	\$	500,000
Disease, Each Employee:	\$	100,000

#### **8.2 Commercial General Liability**

Commercial General Liability insurance protecting the CONSULTANT against any and all general liability claims which may arise in the course of performance of this Agreement shall be carried. The limits of liability shall not be less than the following:

General Aggregate:	\$	1,000,000
Products-Completed Operations Aggregate:	\$	1,000,000
Personal and Advertising Injury:	\$	1,000,000
Each Occurrence:	\$	1,000,000

Property damage liability coverage shall not exclude explosion, collapse, and underground perils if CONSULTANT is engaged in these activities.

Commercial General Liability coverage shall also protect the CONSULTANT for the same limits of liability for claims which may arise because of the indemnity or contractual liability agreement contained within this Agreement.

#### **8.3 Business Automobile Liability**

Business Automobile Liability insurance including Owned, Non-Owned, and Hired vehicles shall be carried with a limit of not less than the following:

Bodily Injury and Property Damage,  
Combined Single Limit: \$1,000,000

Automobile Liability coverage shall also protect the CONSULTANT for the same limits of liability for claims which may arise because of the indemnity or contractual liability agreement contained within this Agreement.

#### **8.4 Umbrella Excess Liability**

Excess liability insurance (umbrella form) over underlying Employer's Liability, Commercial General Liability, and Business Automobile Liability shall be carried. The limits of liability shall be not less than the following:

Each Occurrence:	\$1,000,000
Aggregate:	\$1,000,000

#### **8.5 Professional Liability (Errors and Omissions)**

Professional Liability insurance protecting the CONSULTANT against Professional Liability claims which may arise in the course of this Agreement shall be carried. The limits of liability shall be not less than the following:

Each Claim:	\$	1,000,000
Aggregate:	\$	1,000,000

#### **8.6 Valuable Papers**

During the life of this Agreement, the CONSULTANT shall maintain in force Valuable Papers and Records insurance in an amount equal to the maximum exposure to loss of written, printed, or otherwise inscribed documents and records, including books, maps, films, drawings, abstracts, deeds, mortgages, and manuscripts as shall be required and/or produced in the completion of this Agreement by the CONSULTANT.

**ATTACHMENT F – TIME/BUDGET ALLOCATION OVERVIEW**

This is an attachment to the Master Agreement dated December 21, 2016, between the Windsor Downtown Development Authority (OWNER) and Ayres Associates Inc. (CONSULTANT).

**BASIC SERVICES – TIME/BUDGET ALLOCATION OVERVIEW**

Ayres Associates anticipates providing administrative services to the Windsor Downtown Development Authority. Basic services generally include:

- Attendance and management of DDA Board Meetings, production of agendas, minutes and reports;
- Content guidance for monthly updates to the website;
- Content assistance for monthly newsletter and weekly social media updates;
- Facilitate drafting of annual committee work plans;
- Budget management and oversight in coordination with DDA.
- Attendance at meetings as deemed necessary by DDA.

Based upon the approved budget for the organization, the following budget worksheet provides guidance for the allocation of hours as necessary to provide the requested services. Note that services are provided on-demand, so actual costs will be determined fully upon the direction of the Board.

Team Member	Function	Monthly Est. Hours	Notes:
Urban Planner Hourly: \$148.77	Board Meeting	6	During on-site days, planner will spend time working in a local establishment to maintain availability and visibility. Only hours dedicated to DDA-Windsor work will be billed during these times. On-site days can be consolidated to maximize efficiency or expanded based on direction of the DDA.
	On Site Day	6	
	On Site Day	6	
	Off-Site Office Work	11	
	Newsletter/PR/WEB	2	Newsletter content, Web content guidance, Social Media content creation, Etc.
Planner Hourly: \$94.72			*Prior to utilizing additional staff members, Consultant shall notify Owner of each such staff member's identity and his or her hourly rate. Owner reserves the right to decline Consultant's use of such additional staff members.
Admin. Assistant Hourly: \$73.70			
Additional Staff Members*			
Base Services Summary			
	Monthly Hours	31	\$4,611
	Annual Hours (x12)	372	\$55,322 + \$2,938 (Mileage) = \$58,260

Additional Services	As-Requested	TBD	Additional services will be established during the annual work plan or as needed over the course of the year. The Board may authorize activities budgeted from appropriate line items. IE – Training, Consulting, etc for additional duties. Board will set a cost limit and approve such costs. Consultant will provide a billing breakdown for an additional service items.
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Monthly contract updates will be provided to the Windsor DDA Board regarding the balance of the contract. Contract shall not exceed **\$58,260.00** without direction and prior approval by the Owner.

**From:** Matthew Robenalt [<mailto:MRobenalt@fcgov.com>]

**Sent:** Tuesday, December 13, 2016 7:29 PM

**To:** [pam@greeleydowntown.com](mailto:pam@greeleydowntown.com); [kimberlee.mckee@longmontcolorado.gov](mailto:kimberlee.mckee@longmontcolorado.gov); [susan@downtowncs.com](mailto:susan@downtowncs.com); [brandon@downtowngj.org](mailto:brandon@downtowngj.org); [Director@windsordda.com](mailto:Director@windsordda.com); Ashby, Matthew <[AshbyM@AyresAssociates.com](mailto:AshbyM@AyresAssociates.com)>; Matthew Robenalt <[MRobenalt@fcgov.com](mailto:MRobenalt@fcgov.com)>; [kevin@downtowncastlerock.com](mailto:kevin@downtowncastlerock.com); [lmichaels@montrosedowntown.com](mailto:lmichaels@montrosedowntown.com)

**Cc:** [director@downtowncoloradoinc.org](mailto:director@downtowncoloradoinc.org); Lucia A. Liley <[lliley@lileylaw.com](mailto:lliley@lileylaw.com)>; [cwhite@bhfs.com](mailto:cwhite@bhfs.com)

**Subject:** FW: Good to go on 1/6 from 9:00-12:00 here at CCI

Hi, DDA Directors,

We have been able to schedule ***an opportunity with CCI to visit them on Friday, January 6th from 9AM to 12 noon*** to converse about interests prior to the opening of the legislative session. Instructions for parking and the address of CCI's office is attached. Hopefully this is far enough out on the calendar that many of you will be able to attend. I'd like to request a head count from you all if you plan to attend, and also to know if you plan additional guests such as your County Commissioners.

For background: last Tuesday at the conclusion of our teleconference, I committed to respond to the desire expressed by several directors to request a sit down with CCI to share information on current working relationships with County Commissions, better under CCI's interests, and make sure there is also understanding by CCI of the inherent differences between the DDA Act and URA Act. Several of us discussed bringing with us our respective County Commissioners that are supportive of DDA activities and see no detriment to their overall county revenues. I was able to coordinate and confirm this meeting with Gini Pingenot this afternoon. An agenda is going to be developed together with her, so if you have suggestions for specifics that should be on the agenda, please share those with me soon as possible. Three hours seems like a lot of time, but I'm sure the time will pass quickly.

CCI intends to invite several County Commissioners to this meeting from locales that do not have DDAs but hold concern that after HB1348 that DDA's will proliferate in place of URAs as the preferred tax increment financing mechanism. Interesting context to think about prior to our meeting with them!

### ***Lobbyist Proposal***

Also, I bundled the questions I received from all of you regarding the lobbyist proposal and forwarded them to Mr. McGinnis for his response. I will forward his response to each of you as soon as he provides the written follow up.

Let me know if you have any questions, concerns, comments or updates on the status of this effort. I'd like to encourage as many of you as possible to attend the meeting on January 6th with CCI. I anticipate we will learn a lot, as will CCI.

Sincerely,  
Matt

Matt Robenalt  
Executive Director  
Downtown Development Authority  
Fort Collins, Colorado  
970-419-4381

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**From:** Gini Pingenot [gpingenot@ccionline.org]  
**Sent:** Tuesday, December 13, 2016 4:07 PM  
**To:** Matthew Robenalt  
**Subject:** Good to go on 1/6 from 9:00-12:00 here at CCI

Hi Matt,

I checked our calendar and we're good to go to host the Friday, January 6<sup>th</sup> meeting from 9:00-12:00pm. Our office address is listed below.

I'm also attaching our parking map. Meeting attendees can park in the spots that are marked with vertical green lines.

Thanks Matt,

Gini

Gini Pingenot  
Legislative Director  
Colorado Counties, Inc.  
800 Grant Street, Suite 500  
Denver, CO 80203  
303.861.4076 (o)  
720.255.8941 (c)  
[www.ccionline.org](http://www.ccionline.org)





# GOVERNMENT RELATIONS SERVICES PROPOSAL

For

Colorado Downtown Development Authorities

Dec. 9, 2016



Dec. 9, 2016

The following is a proposal from Grayline Strategy, in partnership Colorado Communicate, outlining our scope of services, background, bios and examples of how we will represent Colorado's Downtown Development Authorities, (DDAs) on an as-needed basis. We are experienced government relations specialists that will provide your organization with an in-depth perspective of the issues, the people, the politics and the process. We have a well-respected reputation as effective professionals in government and political arenas and a proven track record of success. Our political connections include Republicans and Democrats in all levels of governments, key legislative and statewide leaders, as well as local chambers of commerce, trade associations, and members of the media throughout the state of Colorado.

We understand that this will be a team effort, and we pride ourselves in client communication and maintaining an active and dynamic partnership. We will work closely and honestly with you towards determining your needs, offering effective solutions, and providing straightforward and realistic assessments and probabilities of success.

Sincerely,

Gray McGinnis

## SCOPE OF SERVICES

### Legislative

- **Strategic Planning** – Create and implement a comprehensive strategy based on an assessment of the political/economic environment to ensure the most effective and efficient advocacy on a specific legislative or regulatory issue. Working with the DDA staff and board members, we will identify goals and strategize the best course to achieve those goals. This includes developing a timeline for meetings with stakeholders, policy makers and regulators to determine legislative objectives. Our experience in political strategy will enable DDAs to adopt the best course of action for achievement of goals, whether working with the legislature, the executive branch or other entities as identified.
- **Lobbying** - Direct, ethical, politically connected and professional lobbyists will actively advocate interests of DDAs to state elected officials and members of the executive branch. Our primary focus will be members of the Colorado General Assembly and the current administration. While there is always an emphasis on leadership and members of key committees, our team strategically and carefully cultivates supporters and industry champions on both sides of the aisle with the goal of successful achievement of our client's legislative objectives.
- **Legislative Monitoring and Policy Analysis** – Review and analyze all proposed legislation to identify any bills of interest or impact to DDAs. Each team member utilizes a personalized bill tracking system, saving the client time and money. All legislation that impacts DDAs is followed with the intention of opposing, supporting, amending or monitoring (based on client committee action) throughout the legislative process.
- **Legislative Bill Preparation** – Research, draft and present legislation on an as-needed basis and provide testimony before legislative and administrative officials. We will obtain sponsorship for desired legislation and work with sponsors and drafters to ensure accurate language. Our team has relationships with all support agencies of the Colorado General Assembly, state agencies and multiple local governments.
- **Issue Analysis and Assessment** – Research, analyze and report on the legislative history and current status of an issue/bill.
- **Issue Message Development** – Develop persuasive and strategic messages to mobilize support.
- **Coalition Building** – Identify and form coalitions among similarly situated groups and organizations to galvanize the necessary support.

## PROFESSIONAL FEES

During the initial meeting we were instructed to provide three different service scenarios with increasing levels of engagement. As such, we suggest the following:

- **Basic:**
  - \$30,000 paid in \$6,000 monthly retainer increments for the entirety of Colorado's five-month legislative session.
  - Our team will provide all services listed under SCOPE OF SERVICE on the previous page.
  
- **Media:**
  - \$15,000 paid in \$3,000 monthly retainer increments for the entirety of Colorado's five-month legislative session.
  - Our team will add a strong strategic media component to be executed in concert with lobbying services.
  
- **Additional Supplemental Lobbying:**
  - \$15,000 paid in \$5,000 monthly retainer increments, likely paid out the last 3 months of the legislative session.
  - This would provide situational based supplemental lobbying resources, if necessary, during the closing months of the session.

## ABOUT US

### **GRAYLINE STRATEGY**

**GRAY MCGINNIS**, Principal of Grayline Strategy, is an experienced executive with over 15 years of political, policy development, and public affairs experience. Gray has been recognized for successfully leading strategic policy and public affairs field teams in a corporate setting for both Walmart and the American Petroleum Institute. Gray has developed and managed lobbying, reputation, and public affairs campaigns to influence political, legislative and policy decisions across the United States and the European Union.

Gray received his Bachelor of Political Science from the University of Colorado and his Juris Doctorate from the University of Oregon. Gray resides in Fort Collins with his wife Shannon and three children, Cole, Elyse and Jake.

### **COLORADO COMMUNIQUE**

**COLLON KENNEDY**, Principal of Colorado Communiqué, offers a dynamic range of government and public relations services that effectively and efficiently influence key decision makers. Collon has extensive legislative, administrative and political experience in all levels of state and local governments. This experience, coupled with his professional work ethic, legal background, issue expertise and effective strategies has created extraordinary success for his clients. Hiring Collon will provide CAD with the highest-level of strategic analysis, implementation and the access to government officials necessary to achieve your objectives. Collon firmly believes that an active and open partnership is a key to success in advocating on your behalf.

Collon has over twenty years of public policy experience and has been a partner at Colorado Communiqué since 2000. Prior to joining Colorado Communiqué, Collon worked for Stealey and Associates, a lobbying firm with deep Colorado roots. Collon's client list reflects organizations with not only a significant Colorado presence, but also a substantial worldwide standing. He has and continues to represent numerous Fortune 500 companies, large industry/professional associations, and state programs and agencies. In addition to lobbying and government relations, Collon has managed many political campaigns from the municipal to the federal level. He is an aggressive strategist and a respected consultant to candidates and causes.

Collon received his Bachelor of Arts in Economics from Colorado College, and his Juris Doctorate from Notre Dame. He resides in Denver where he raises his daughter, Adelaide, and supports many local nonprofit organizations, including Concert for Kids and the Denver Firefighters Burn Foundation.

**MEG DUBRAY** joined Collon Kennedy at Colorado Communiqué in 2015 as a lobbyist and public relations specialist with several years of experience in political communications, media relations, messaging strategy and crisis communications. Prior to joining the firm, Meg worked as Public Relations Manager for top Denver PR agency, Aiello Public Relations & Marketing. At APRM, she was the lead on numerous accounts, including JE Dunn Construction, Oakwood Homes, Dunkin' Donuts, Denver Union Station and Jewish Community Center.

Meg has worked in government relations and political communications in New York, Texas, Oklahoma and Colorado – experience that helped her fine-tune her ability to build relationships with elected officials and the media, handle multiple clients and react with precision and speed. She served as the Deputy Communications Director for Colorado House of Representatives Majority Office under Speaker Mark Ferrandino. There, she handled the media relations and press for 37 members in the House Majority; including press releases, interview prep and coordination, speech writing, story pitching, messaging strategy and crisis communications. She got her start interning in both CNN and Time Warner's public relations department and Inside CNN's marketing department. After working in the oil & gas industry in the Dallas/Fort Worth area, Meg began to focus her career in political strategy when she moved to Austin, Texas and started working for the award-winning political communications and strategic consultant firm Message, Audience & Presentation (MAPwins). From there, she worked for the Oklahoma Policy Institute, the Oklahoma Democratic Party, the Colorado State House and numerous high-profile campaigns. She now has transitioned into the private sector, bringing her connections, her relationships with the media and government officials and her skills to Colorado Communiqué.

Meg graduated from Oklahoma State University, receiving a Bachelor of Arts in journalism & broadcasting, with an emphasis in public relations and a minor in speech communications. She also has completed her coursework for her master's degree in mass communications from OSU.

Meg is on the board of directors for the Denver Children's Home, Colorado's first nonprofit, and involved in numerous nonprofit and young professionals' organizations including Urban Peak, Urban Nights, Mile High Young Professionals, ONE Colorado and a range of political and advocacy organizations and candidates.

**Client List (present):**

Wal-Mart  
Centurylink  
Colorado Concern  
Public Employee Retirement Association  
Colorado Health Benefits Exchange



Workers Compensation Education Association

Colorado Professional Firefighters Association

Smoker Friendly International

Springleaf Financial

Teradata

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## Out of time? Parking app to the rescue

### City offers new method for feeding downtown meters



Allison Blevins, communications and marketing director for the Business Improvement District, demonstrates the high-tech use of one of the parking meters along Colorado Avenue in downtown Grand Junction. A new app called Passport allows patrons of downtown businesses to feed the parking meter by using a smartphone. Blevins tried out several methods to allow patrons to pay for parking without using change, and found Passport (formerly ParkX) easy and simple to use.



## Passport

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[By Erin McIntyre](#)

Thursday, December 1, 2016

Shoppers parking their cars downtown will soon be able to pay for parking using an app on their phones, as part of a yearlong pilot project the Downtown Grand Junction Business Improvement District proposed to the city.

The idea is to make paying for parking more convenient for people visiting downtown, to try out a new method of collecting parking fees that doesn't require using coins, and make it easier for people to contribute to a financially stable parking system.

Currently, there are about 1,000 metered parking spaces in the greater downtown area, according to Allison Blevins, director of the Downtown Business Improvement District. Any of those spaces will be available to park in and pay for using Passport, a mobile app already being used in Texas cities including El Paso and Corpus Christi.

Blevins tried out several methods to allow patrons to pay for parking without using change, and found Passport (formerly ParkX) easy and simple to use. The app uses your license plate number to track your payment, sends the user an alert when time is almost up, and allows the user to purchase more time remotely.

"You can pay for parking in like 10 seconds," Blevins said.

The pilot program allows users to continue to use coins for meters or try the new method with the app, which does not cost the city anything. The service is paid for with a 35-cent convenience fee charged to the user.

The trial period for the parking app is just one of several suggestions the organization made to the city to improve parking downtown, but it's the only suggestion that the city has agreed to put in place.

Parking is free downtown through the holiday season, and the new app pilot program should begin in early January, Blevins said.

The BID's recommendations came after review of a study by Walker Parking Consultants last spring, which found that there is sufficient parking but people don't think enough spaces exist.

"I think people have this perception that if they can't see the store they're going to when they park, then it's too far away," Blevins said.

Other ideas to recommended by the organization about parking include:

- Create a parking lot for employees to free up parking near shopping for customers, and offer employees monthly or yearly passes.
- Implement a permanent mobile payment system for existing parking meters, allowing payers to use credit cards.
- Raise rates on 10-hour meters to 25 cents per hour and keep the 24-minute meters in high-traffic spaces that need constant turnaround.
- Continue to have the city of Grand Junction operate the parking system.
- Extend the enforcement hours to 5 p.m. on weekdays and hire another employee to help enforce parking. Parking is currently free after 4 p.m.
- Continue to offer free parking along Main Street.

Scott Hockins, the city's special projects manager, said there hasn't been any decision made on the rest of the parking suggestions. He said a meeting is planned with the city manager after the first of the year to discuss the options.

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## COMMENTS



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