

**BYLAWS OF THE WINDSOR
DOWNTOWN DEVELOPMENT AUTHORITY
February 21, 2018**

ARTICLE 1
GENERAL

Section 1.1. Establishment. On February 28, 2011, the Town Board of the Town of Windsor, Colorado (“Town Board”) passed on second reading Ordinance No. 2011-1401 establishing a downtown development authority known as the “Windsor Downtown Development Authority” and referred to herein as the “DDA.”

Section 1.2. Purpose. The purpose of the DDA is to aid in the development and redevelopment of property within the boundaries of the DDA to the extent permitted by law.

Section 1.3. Powers. The DDA shall have all powers enumerated in Part 8 of Article 25 of Title 31, Colorado Revised Statutes, as amended, and all additional and supplemental powers necessary or convenient to carry out and effectuate the purposes and provisions of said Part 8.

ARTICLE 2
MEMBERSHIP

Section 2.1. General. The DDA shall consist of a Board of Directors (the “DDA Board”), the members of which shall be appointed by the Town Board in accordance with CRS §31-25-805, as amended, and each DDA Board member so appointed shall be qualified as required by such statute. At no time shall there be more than eleven or less than five DDA Board members. In the event any DDA Board member fails to meet the statutory qualifications for DDA Board members during the term of his/her appointment, his/her position on the DDA Board shall be deemed vacated and the Town Board shall appoint a new DDA Board member for the remainder of such DDA Board member’s term in accordance with Section 2.5.

Section 2.2. DDA Board Members. The number and terms of members of the DDA Board shall be determined by resolution of the Town Board in accordance with CRS §31-25-805 and §31-25-806, as amended.

Section 2.3. Terms. The initial DDA Board members were appointed for staggered terms as follows:

Two DDA Board members for terms expiring June 30, 2012;
Two DDA Board members for terms expiring June 30, 2013; and
Two DDA Board members for terms expiring June 30, 2014.

All appointments to the DDA Board thereafter shall be for a term of four years expiring on June 30 of the fourth year, as required by CRS §31-25-805, as amended, with the exception of the DDA Board member representing the Town Board who shall serve at the pleasure of the Town Board, and an alternate DDA Board member who shall serve a one-year term and thereafter shall be eligible to be reappointed for another one-year term or to be appointed as a DDA Board member as provided in Section 2.7 below.

A member of the Board of County Commissioners of Weld County may serve as an ex-officio non-voting DDA Board member provided that the Board of County Commissioners formally designates one of its members to serve in such capacity.

Section 2.4. Compensation. All DDA Board members, including the Chairperson, shall serve without compensation, but may be reimbursed for actual and necessary expenses incurred on behalf of the DDA.

Section 2.5. Vacancies. In the event of one or more vacancies on the DDA Board or the expiration of any one or more DDA Board members' terms, the DDA Board may at a regular or special meeting of the DDA Board, nominate replacement DDA Board members for consideration by the Town Board. In the event a DDA Board member's term has expired, the DDA Board may nominate such DDA Board member for an additional term or may nominate replacement DDA Board members. The Town Board is not obligated to appoint DDA Board members as nominated by the DDA Board and may appoint DDA Board members of their own selection. Should the Town Board fail to extend the term of or replace any existing DDA Board member, such DDA Board member shall continue to serve as a DDA Board member until a qualified successor has been appointed.

Section 2.6. Nominations. The DDA Board may select one nominee or a list of nominees to the Town Board for its consideration in appointing a replacement DDA Board member to fill a vacancy on the DDA Board.

Section 2.7. Alternate DDA Board Member Position. An alternate DDA Board member position is authorized to be appointed by the Town Board. Such alternate DDA Board member shall attend meetings of the DDA Board and shall be a voting member in the event that one or more of the DDA Board members is absent from a meeting of the DDA Board. It is intended by the DDA Board that the person appointed on April 25, 2011 by the Town Board to serve in the alternate DDA Board member position shall be appointed by the Town Board to fill the first vacancy of the DDA Board or to be appointed as a regular DDA Board member and shall recommend the same to the Town Board. In the event that such person for whatever reason is no longer serving as the alternate DDA Board member, the DDA Board intends that the alternate DDA Board member position shall be abolished by the Town Board by resolution and shall also make this recommendation to the Town Board.

ARTICLE 3
OFFICERS AND COMMITTEES

Section 3.1. Election. Officers of the DDA Board, including a Chairperson, Vice Chairperson, Treasurer and Secretary, shall be elected by the DDA Board from its current members in June of every other year for two-year terms commencing in July of such year, with such elections beginning June 2017. A Chairperson may not serve more than two consecutive terms. One DDA Board member may serve as both Secretary and Treasurer. In the event that a DDA Board member serving as an officer resigns or is removed, the DDA Board shall elect a replacement officer to serve for the remainder of such former DDA Board member's two-year officer term.

Section 3.2. Chairperson. The Chairperson shall preside at all meetings of the DDA Board except as otherwise authorized by the DDA Board. Except as provided in Section 5.1, the Chairperson shall sign all contracts, deeds and other instruments made by the DDA. At each meeting the Chairperson shall submit such recommendations and information, as he/she may consider proper, concerning the business affairs and policies of the DDA. The Chairperson shall have full power to vote on any issue except as otherwise provided herein.

Section 3.3. Vice Chairperson. The Vice Chairperson shall perform the duties of the Chairperson in the absence or incapacity of the Chairperson. In case of the resignation or death of the Chairperson, the Vice Chairperson shall perform such duties as are imposed on the Chairperson until such time as the DDA Board elects a new Chairperson.

Section 3.4. Treasurer. The Treasurer shall keep, or cause to be kept, the financial records of the DDA and shall approve all vouchers for the authorized expenditure of funds of the DDA, provided that the DDA Board, by majority vote of its members voting thereon, may delegate such responsibility to the Executive Director of the DDA, or to an employee of the Town with experience in financial matters. The DDA Board may require a bond from the Treasurer or waive such requirement.

Section 3.5. Secretary. The Secretary shall maintain, or cause to be maintained, custody of the official Seal of the DDA and of all records, documents or other papers of the DDA not required to be maintained by the Treasurer. The Secretary shall attend all meeting of the DDA Board and keep a record of all its proceedings, file minutes of all regular or special meetings with the Clerk of the Town of Windsor and shall perform such other duties as may be delegated by the DDA Board. The Secretary shall have the power to affix the DDA's seal to and attest all contracts and instruments to be executed on behalf of the DDA. The DDA Board, by a majority vote of its members voting thereon, may delegate such responsibilities to an employee of the DDA or the Town.

Section 3.7. Assistants. The DDA Board shall have the authority to authorize additional offices for Assistant Treasurer and Assistant Secretary, which officers shall perform such functions as authorized by the DDA Board.

Section 3.8. Executive Director. The DDA Board may hire an Executive Director as an employee of the DDA pursuant to CRS §31-25-815(1)(a), as amended, or may contract for such services as the DDA Board deems necessary to effectively operate the DDA. Under either circumstance, such person or company shall serve at the pleasure of the Board and perform those functions as the DDA Board directs.

Section 3.9. Additional Duties. All officers of the DDA shall perform additional duties as directed by the DDA Board.

Section 3.10. Committees. The DDA Board may establish committees to investigate and report to the DDA Board or to perform such duties as the DDA Board may direct. Any such committees shall consist of a committee chairperson and any other DDA Board members appointed by a majority of the DDA Board.

ARTICLE 4 MEETINGS

Section 4.1. Regular Meetings. Regular business meeting dates shall be determined by the DDA Board by motion. Regular meetings may be recessed and continued to any other date.

Section 4.2. Absence. In the event of an unexcused absence of a DDA Board member for three consecutive regular meetings, a letter may be written by the Executive Director, at the direction of the DDA Board, to the Town Board requesting removal of such DDA Board member pursuant to these Bylaws and applicable state law.

Section 4.3. Special Meetings. Special meetings of the DDA Board may be called by the Chairperson or by three DDA Board members at a convenient time and place within the Town of Windsor, provided that not less than a quorum of all DDA Board members are in attendance and that written notice stating the time and location of such meeting was given to each DDA Board member in accordance with Section 4.4. Consent to such special meeting or attendance at such meeting by a DDA Board member shall be deemed a waiver of this notice requirement for such DDA Board member.

Section 4.4. Notice of Meetings. Notice of all regular meetings of the DDA Board shall be given by electronic mail at least seven (7) days in advance of such meeting. Notice of all special meetings of the DDA Board shall be given by electronic mail at least three (3) days in advance of such meeting. If a DDA Board member elects to receive notices by regular mail, and not by electronic mail, such DDA Board member shall provide a mailing address to the Secretary for such purposes. Notice of a regular meeting by regular mail shall be mailed at least seven (7) days in advance of

such meeting, and notice of a special meeting by regular mail shall be mailed at least three (3) days in advance of such meeting. Notice of any meeting of the DDA Board shall be given in the same manner as that given for meetings of the Town Board.

Section 4.5. Open Meetings. All meetings and records of the DDA Board or any committee thereof shall be open to the public except in accordance with applicable state law.

Section 4.6. Quorum. The quorum necessary to conduct all regular business of the DDA shall be a majority of all current voting DDA Board members.

Section 4.7. Voting. All regular business matters shall be decided by majority of the current voting DDA Board members present unless otherwise provided for in these Bylaws.

Section 4.8. Rules of Order. All meetings of the DDA Board shall be conducted in accordance with the most recent edition of "Roberts' Rules of Order", revised, except as otherwise provided by these Bylaws and applicable state law.

ARTICLE 5 CONTRACTS: FINANCE

Section 5.1. Contracts. The DDA Board may authorize by resolution the Chairperson or Executive Director to enter into any contract or execute any instrument in the name of and on behalf of the DDA, and such authority may be general or confined to specific instances.

Section 5.2. Annual Budget. Each year the DDA Board shall consider and approve a budget based upon recommendations submitted by the Executive Director or Chairperson.

Section 5.3. Finance. All funds of the DDA will be deposited and disbursed in accordance with the applicable statutes of the State of Colorado and in accordance with actions of the DDA Board.

Section 5.4. Property. The DDA may hold property in its name as directed by resolution of the DDA Board and as permitted by CRS §31-25-801 et seq., as amended.

Section 5.5. Contract Authority of Executive Director. The Executive Director is authorized to approve and execute contracts on behalf of the DDA in the amount of \$500 or less, and, with the approval of the Chairperson, contracts in the amount of \$2500 or less, provided that all such funds have been previously budgeted and appropriated by the DDA Board and the Town Board. Contracts in an amount exceeding \$2,500 must be approved by the DDA Board.

ARTICLE 6
AMENDMENTS TO BYLAWS

Section 6.1. Amendments. The Bylaws of the DDA may be amended by a two-thirds vote of the DDA members present at any regular or special meeting of the DDA Board for which notice has been given in accordance with Section 4.4. All amendments to these Bylaws shall be filed in the office of the Town Clerk of the Town of Windsor.

ARTICLE 7
INDEMNIFICATION

Section 7.1. Indemnification. Any of the DDA'S officers, DDA Board members and employees may be indemnified or reimbursed by the DDA for reasonable expenses (including but not limited to attorney's fees, judgments and payments of settlement) actually incurred in connection with any action, suit or proceeding, civil or criminal, actual or threatened, to which he or they may be made a party by reason of being or having been, or by reason of any actual or alleged acts performed or omitted to be performed in connection with being or having been a DDA Board member, officer or employee of the DDA; provided, however, that no person shall be so indemnified or reimbursed in relation to any matter in such action, suit or proceeding as to which he/she shall finally be adjudged to have been guilty of or liable for gross negligence or willful misconduct or criminal acts in the performance of his duties to the DDA; provided further that no person shall be so indemnified or reimbursed in relation to any matters in such action, suit or proceeding which has been made the subject of a compromise settlement except with the approval of a court of competent jurisdiction or the DDA Board of the DDA acting by vote of the DDA Board members not parties to the same or substantially the same action, suit or proceeding constituting a majority of the whole number of the DDA Board members. The foregoing right of indemnification or reimbursement shall not be exclusive of other rights to which such person, his heirs, executors or administrators may be entitled as a matter of law.

Section 7.2. Insurance. The DDA may, upon the affirmative vote of the majority of its DDA Board members, purchase insurance for the purpose of indemnifying its DDA Board members, officers and employees to the extent that such indemnification is allowed in Section 7.1 or, in the alternative, the Town of Windsor may provide insurance coverage of the DDA Board members for such purpose.

ARTICLE 8
APPROVAL OF BYLAWS

Section 8.1. Approval. These Bylaws, upon approval by a two-thirds vote of the DDA Board members, shall be filed in the office of the Town Clerk of the Town.