BOARD OF DIRECTORS MEETING
Wednesday June 21st | 7:00AM
301 Walnut Street, 1st Floor Conference Room, Windsor, CO 80550
(NOTE: Meetings held IN PERSON only)

Agenda

A. **Call to Order** **7:00AM**

B. Roll Call - ___ Clay Caldwell (CC), ___ Grant Nisly (GN), ___ Dean Koehler (DK), ___ Annie Lloyd (AL), ___ Jessica Martinac (JM), ___ Stacy Manweiler (SM), ___ Paul Rennemeyer (PR)

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

D. Approval of Minutes from the Board of Director's Regular Meeting – May 17, 2023

Sample motion: *"I move that we approve the minutes as presented."*

E. Public & Partner Agencies Invited to be Heard *(3 Minutes Per Person)*

F. **Business/Action Items**

G. Amendments to DDA Bylaws. Consideration of proposed amendments to the DDA bylaws.

Sample motion: "I move that we approve the amendments to the DDA bylaws as presented."

H. Consideration of an Office Space Lease Agreement with Higa LLC, at a rate of $650 per month, with an initial term of 6 months and the option for automatic renewals for five additional 6-month terms.

Sample motion: "I move that we approve the office space lease agreement with Higa, LLC; authorize the executive director, in consultation with DDA legal counsel, to approve changes to the agreement that do not substantially alter the DDA's rights or obligations thereunder; and authorize the board chair to execute the agreement."

I. Board of Director Officer Elections for Board Chair, Vice Chair, Secretary and Treasurer.

J. Consideration of Change to Board of Directors Meeting Date & Time.

K. Executive Director's Report

L. Communications & News

M. **Adjourn**

BOARD OF DIRECTORS MEETING
Wednesday May 17, 2023 | 7:00AM
301 Walnut Street, 1st Floor Conference Room, Windsor, CO 80550
(NOTE: Meetings held IN PERSON only)

Minutes

A. **Call to Order** **7:00AM**

B. Roll Call _x__ Clay Caldwell (CC) _x__ Grant Nisly (GN), __x_ Dean Koehler (DK), __x_ Annie Lloyd (AL), _x__ Jessica Martinac (JM), __x_ Stacy Manweiler (SM), _x__ Paul Rennemeyer (PR) – Staff Michelle Vance and Josh Liley

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

D. **Consent Agenda**

- Approval of Minutes from the Board of Director's Regular Meeting – April 21, 2023

Motion made by GN *that we approve the consent agenda as presented, seconded by CC – Motion Passed unanimously*

E. Public & Partner Agencies Invited to be Heard *(3 Minutes Per Person)*

F. **Business/Action Items**

G. Consideration of a proposal from Mead & Hunt for preparation of revised construction drawings for the downtown wayfinding project in the amount of $24,000.

Motion made by CC that we approve the Mead and Hunt proposal; authorize the Executive Director, in consultation with DDA legal counsel, to approve the form of the agreement between the DDA and Mead and Hunt regarding the proposal in an amount not to exceed $24,000; and authorize the Chair to execute the agreement, seconded by GN – Motion Passes Unanimously

H. Amendments to DDA Bylaws. Consideration of proposed amendments to the DDA bylaws.

Motion made by SM that Approval of the bylaws was tabled for June Board Meeting for more time to review.

I. Façade Improvement Mini Grant Application – 424 Main Street

- Applicant: Jenny Miller
- Colors and design will be presented at the Board Meeting
- *Staff recommend conditional approval as detailed in the sample motion.*

Motion made by JM that we conditionally approve funding not to exceed $500.00 for a Façade Improvement Mini Grant for paint at 424 Main Street, pending installation of the sign and final inspection by DDA staff, seconded by AL – Motion passed unanimously.

J.

K. Executive Director's Report

L. Communications & News

M. **Adjourn**

BYLAWS OF THE WINDSOR DOWNTOWN DEVELOPMENT AUTHORITY
May 16, 2023~~February 21, 2018~~

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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 all officers of the Board~~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, pursuant to C.R.S. 31-25-805(3), as amended.

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. Vacancies. 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 Article 5 belowSection 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 or 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, or in the event that the Chair has a conflict of interest. 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 responsibilitiesy 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. Subordinate Staff. The Authority may authorize the Executive Director to hire subordinate staff. The Executive Director shall be responsible for supervising subordinate staff, and such staff shall serve at the pleasure of, and under the direction of, the Executive Director.

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Section 3.10. Additional Duties. All officers of the DDA shall perform additional duties as directed by the DDA Board.

Section 3.11. 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. Attendance at Meetings; Absences. Board members are expected to attend regular meetings of the Board, and are strongly encouraged to attend special meetings of the Board. Except as provided in Sections 4.4 and 4.5 of this Article 4, Board members must physically attend a meeting in order to be counted as present for purposes of establishing or maintaining a quorum, and to be entitled to vote on matters before the Board. 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 at least three days in advance of such meetingin 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. Remote Meetings. Regular and special meetings of the Board, or any committee thereof, may be conducted by telephonic, electronic or by other means, and such remote participation shall constitute presence and actual attendance by Board members for the purpose of establishing and maintaining a quorum and to entitle Board members to vote on matters before the Board, under and subject to all the following conditions: (a) the remote meeting has been requested by the Chair or by three (3) Board members; (b) the request is based upon a determination by state or local officials that meetings in person would not be prudent because of a public health emergency or other unforeseen circumstances affecting the Town of Windsor; (c) all Board members participating in the remote meeting can see or hear one another; (d) all Board members can see, hear, or read all presentations, discussions, or comments made during the remote meeting; (e) members of the general public have equivalent access to all presentations, discussions, or comments made during the remote meeting, and all Board member votes and other dialogue; (f) all Board member votes must be conducted by roll call; (g) notice of the remote nature of the meeting must be given to all Board members and the general public at least twenty-four (24) hours in advance (or such greater time as may be required by applicable law), which notice shall state that the general public has a right to monitor the meeting and explaining how Board members and the general public may participate.

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Section 4.5 Remote Attendance. Board members may appear at regular or special meetings of the Board, or any committee thereof, by telephonic, electronic or by other means, and such remote participation shall constitute presence and actual attendance by the Board member, and shall entitle such Board member to vote on matters before the Board, under and subject to all the following conditions: (a) a quorum of Board members is physically present at the meeting at which the Board member is appearing remotely; (b) all Board members can see or hear one another; and (c) the Board member appearing remotely can see, hear, or read all presentations, discussions, or comments made during the meeting.

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~~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.~~6~~5. Open Meetings and Records. All meetings of the Board, or any committee thereof, shall be held in accordance with the requirements of the Colorado Open Meetings Law, CRS § 24-6-401 et seq., as amended. Records of the Authority shall be open to inspection and copying by the general public in the manner required by the Colorado Open Records Act, CRS § 24-72-201 et seq., as amended.

~~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.~~7~~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.~~8~~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.~~9~~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 Chair~~person~~ 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 Chair~~person~~.

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 real and personal property in its name as ~~directed by resolution of the DDA Board and as~~ permitted by CRS §31-25-801 et seq., as amended. The sale or lease of real property owned by the Authority shall be in accordance with the requirements set forth in CRS § 31-25-808(2), as amended.

Section 5.5. Contract Authority of Executive Director. The Executive Director is authorized to procure goods and services, and approve and execute contracts on behalf of the DDA in relation thereto, in the amount of $5,000.0~~000~~ or less, and, with the approval of the Chair~~person~~, ~~contracts~~ in the amount of $10,000.00~~2500~~ or less, provided that: (a) all such funds have been previously budgeted and appropriated by the DDA Board and the Town Board; and (b) such procurement does not, in the Executive Director's judgment, entail any significant policy considerations. Expenditures exceeding ~~Contracts in an~~ the amount ~~exceeding of~~ $10,000.00~~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 these BylawsSection 4.4. All amendments to these Bylaws shall be filed in the office of the Town Clerk of the Town of Windsor.

Section 6.2 Filing Amended Bylaws with the Town Clerk. Amended Bylaws shall be filed in the office of the Town Clerk of the Town of Windsor, as required by CRS § 31-25 806(3), as amended.

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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, executers 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.~~

LEASE AGREEMENT

This Lease Agreement is made and entered into on the date set forth below by and between HIGA LLC, a Colorado limited liability company (hereinafter referred to as the "Lessor"), and the WINDSOR DOWNTOWN DEVELOPMENT AUTHORITY, a body corporate and politic, 301 Walnut Street, Windsor, Colorado 80550 (hereinafter referred to as the "Lessee"). Such parties may be referred to hereinafter individually as a "Party" or collectively as the "Parties" and agree as follows:

1. **DESCRIPTION OF LEASED PREMISES**: The Lessor agrees to lease to the Lessee, and the Lessee agrees to lease from the Lessor, the property known as 211 5th Street, Windsor, CO 80550 (hereinafter referred to as the "Premises").

2. **USE OF LEASED PREMISES**: The Lessor is leasing the Premises to the Lessee and the Lessee is hereby agreeing to lease the Premises for the following use and purpose:

Office space for the Windsor Downtown Development Authority.

Any change in use or purpose of the Premises other than as described above shall require the prior written consent of Lessor.

3. **TERM OF LEASE, RENEWAL**: The initial term of this Lease Agreement shall be for a period of six (6) months commencing on July 1, 2023, and expiring at 11:59 p.m. on December 31, 2023 ("Initial Term"). The term of this Lease Agreement shall thereafter automatically renew for five (5) successive six (6) month terms, with the final extended term expiring at 11:59 p.m. on June 30, 2026, unless either party gives notice of non-renewal at least sixty (60) days prior to end of the then-current term (each such additional term referred to herein as an "Extended Term").

4. **RENT**: The rate of rent for the Premises for the Initial Term or any Extended Term shall be Six Hundred Fifty Dollars ($650.00) per month (the "Rent Payment"). The Rent Payment for the first month shall be due on July 15, 2023, with each subsequent Rent Payment due of the first day of each month thereafter for the Initial Term or any Extended Term. Rent payments shall be considered late if not paid by the 5th day of each month.

5. **EXPENSES**: It is the intention of the Parties that this Lease Agreement be considered a "Gross Lease" and as such, the Rent Payment shall be the entirety of rent due to the Lessor for any month in the Initial Term or any Extended Term. Accordingly, the Lessee is not obligated to pay any additional expenses, including utilities, real estate taxes, insurance (other than on the Lessee's personal property), charges or expenses of any nature whatsoever in connection with the ownership and operation of the Premises. The Lessor shall be obligated to maintain the general exterior structure of the Premises, and in addition, shall maintain all major systems such as the heating, plumbing, and electrical. The parking area shall be maintained by the Lessor including the removal of any snow or environmental hazards as well as the grounds and lands surrounding the Premises. The Lessor shall maintain, at its expense, casualty insurance for the Premises against loss by fire which may or may not include any extended coverage.

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6. **SECURITY DEPOSIT**: No security deposit is required.

7. **ACCESS TO PREMISES**: The Lessee may access the Premises through front door of the building containing the Premises. The Lessee shall be provided with keys and/or codes necessary for entry to the Premises.

8. **NO LEASEHOLD IMPROVEMENTS**: The Lessee agrees that no leasehold improvements, alterations or changes of any nature shall be made to the Premises without first obtaining the consent of the Lessor. The Lessor agrees that the Lessee shall have the right to place business signage at the following locations at the Premises: _____.

9. **OBLIGATIONS OF LESSEE**:

A. General Liability Insurance. Within thirty (30) days of execution of this Lease Agreement, the Lessee, at its expense, shall obtain and maintain, throughout the Initial Term or any Extended Term, commercial general liability insurance providing coverage for property damage and bodily injury in an amount not less than Five Hundred Thousand Dollars ($500,000.00), which policy shall name the Lessor as an additional insured. Upon issuance of such policy, the Lessee shall promptly provide to the Lessor a certificate of insurance showing the coverage required herein.

B. Routine Cleaning. The Lessee shall be responsible for keeping the Premises in a clean and sanitary condition. The Lessee understands that the Lessor will not be providing any janitorial services in connection with the Premises.

C. Condition of Premises on Surrender to Lessor. Upon expiration of this Lease Agreement, the Lessor shall surrender the Premises to the Lessor in as good a condition and repair as it was on the date of execution of this Lease Agreement, reasonable wear and tear excepted.

10. **INSURANCE**: In the event the Lessee shall fail to obtain insurance required hereunder and fails to maintain the same in force continuously during the Initial Term or any Extended Term, Lessor may, but shall not be required to, obtain the same and charge the Lessee for same as additional rent. Furthermore, the Lessee agrees not to keep upon the Premises any articles or goods which may be prohibited by the standard form of fire insurance policy, and in the event the insurance rates applicable to fire and extended coverage covering the Premises shall be increased by reason of any use of the Premises made by the Lessee, then the Lessee shall pay to the Lessor, upon demand, such increase in insurance premium as shall be caused by said use or the Lessee's proportionate share of any such increase.

11. **SUBLET/ASSIGNMENT**: The Lessee may not transfer or assign this Lease Agreement, or any right or interest hereunder or sublet the Premises or any part thereof without first obtaining the prior written consent and approval of the Lessor, which consent and approval shall not be unreasonably withheld.

12. **DAMAGE TO LEASED PREMISES**: In the event the building housing the Premises shall be destroyed or damaged as a result of any fire or other casualty which is not the result of the

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intentional acts or neglect of the Lessee and which precludes or adversely affects the Lessee's occupancy of the Premises, then in every such cause, the Rent Payment shall be abated or adjusted according to the extent to which the Premises have been rendered unfit for use and occupation by the Lessee and until the demised Premises have been put in a condition at the expense of the Lessor, at least to the extent of the value and as nearly as possible to the condition of the Premises existing immediately prior to such damage. It is understood, however, in the event of total or substantial destruction to the Premises that in no event shall the Lessor's obligation to restore, replace or rebuild exceed an amount equal to the sum of the insurance proceeds available for reconstruction with respect to said damage.

13. **MISCELLANEOUS TERMS:** The Lessee shall comply with all rules, regulations, and laws of any governmental authority with respect to use and occupancy. The Lessee shall not conduct or permit to be conducted upon the Premises any business or permit any act which is contrary to or in violation of any law, rules or regulations and requirements that may be imposed by any authority or any insurance company with which the Premises is insured, nor will the Lessee allow the Premises to be used in any way which will invalidate or be in conflict with any insurance policies applicable to the building. In no event shall explosives or extra hazardous materials be taken onto or retained on the Premises. Furthermore, the Lessee shall not install or use any equipment that will cause undue interference with the peaceable and quiet enjoyment of the Premises by other tenants of the building.

14. **RIGHT OF ENTRY** It is agreed and understood that the Lessor and its agents shall have the right of entry to the Premises at any reasonable time or times for purposes of inspecting or showing the Premises and for the purpose of making any necessary repairs to the building or equipment as may be required of the Lessor under the terms of this Lease Agreement or as may be deemed necessary with respect to the inspection, maintenance or repair of the building.

15. **ESTOPPEL CERTIFICATE**: The Lessee at any time and from time to time, upon at least ten (10) days' prior notice by the Lessor, shall execute, acknowledge and deliver to the Lessor, and/or to any other person, firm or corporation specified by the Lessor, a statement certifying that the Lease Agreement is unmodified and in full force and effect, or if the Lease Agreement has been modified, then that the same is in full force and effect except as modified and stating the modifications, stating the dates to which the fixed rent and additional rent have been paid, and stating whether or not there exists any default by the Lessor under this Lease Agreement and, if so, specifying each such default.

16. **HOLDOVER**: Should the Lessee remain in possession of the Premises after the cancellation, expiration or sooner termination of this Lease Agreement, or any renewal thereof, without the execution of a new lease agreement or addendum, such holding over in the absence of a written agreement to the contrary shall be deemed, if the Lessor so elects, to have created and be construed to be a tenancy from month to month, terminable upon thirty (30) days' notice by either party.

17. **WAIVER**: Waiver by the Lessor or the Lessee of a default under this Lease Agreement shall not constitute a waiver of a subsequent default of any nature.

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18. **GOVERNING LAW**: This Lease Agreement shall be governed by the laws of the State of Colorado.

19. **NOTICES**: Any payment or notice required or desired to be given by any party to this Lease Agreement shall be in writing and may be personally delivered; sent by certified mail, return receipt requested; or sent by a nationally recognized receipted overnight delivery service, including the United States Postal Service, United Parcel Service or Federal Express for earliest delivery the next day. Any such notice shall be deemed to have been given and received as follows: when personally delivered to the party to whom it is addressed; when mailed, three delivery (3) days after deposit with the United States Postal Service, postage prepaid; and when by overnight delivery service, one (1) day after deposit in the custody of the delivery service. The addresses for the mailing or delivering of notices shall be as follows:

Lessor:

Higa LLC
Attn: Andy Higa
211 5th Street
Windsor, CO 80550

Lessee:

Windsor Downtown Development Authority
Attn: Executive Director
301 Walnut Street
Windsor, CO 80550

With copy to:

Liley Law, LLC
Attn: Joshua Liley
2627 Redwing Road, Suite 342
Fort Collins, CO 80526

Notice of a change of address of a Party shall be given in the same manner as all other notices as hereinabove provided.

20. **AMENDMENT**: No amendment of this Lease Agreement shall be effective unless reduced to writing and subscribed by the Parties with all the formality of the original.

21. **BINDING EFFECT**: This Lease Agreement and any amendments thereto shall be binding upon the Lessor and the Lessees and/or their respective successors, heirs, assigns, executors, and administrators.

IN WITNESS WHEREOF, the Parties have executed this Lease Agreement on the day and year of the last signature below written.

DRAFT

HIGA, LLC, a Colorado limited liability company

By: _____

Print Name: _____

Title: _____

Date: _____

WINDSOR DOWNTOWN DEVELOPMENT AUTHORITY, a body corporate and politic

By: _____
_____, Chair

Date: _____

Attest:

_____
_____, Secretary

DRAFT

264 in

156 in

24 in

18 in

Executive Director Report

Date: June 21, 2023
To: Downtown Development Authority Board of Directors
From: Michelle Vance, DDA Executive Director

Re: May/June

Primary Meeting Summary

The following key meetings and events occurred since May 17, 2023

- May Board of Directors Meeting – 5/17/23
- Michelle/Shane Weekly Meetings – 5/22, 5/12, 6/12
- Attended Rotary Meetings: 5/18, 5/25, 6/8, 6/15
- DDA Presentation at Chamber Builders Pro Networking 5/18
- Met with RedZone NOCO – Upcoming Photo Shoot 5/19
- Windsor DDA Board Retreat 5/24
- Met with Avery Reynolds – Influence Magazine of NOCO 5/25
- Submitted Easement Paperwork for William Oliver's Façade Grant 5/26
- Meet with the 408 Exchange – Regarding Easement 5/30
- Met with MCT Marketing - Social Media Discussion 6/7
- Met with BeLOCAL Magazine – Advertising 6/8
- Met with Stacy Brown – Visit Windsor Discussion 6/8
- Met with Board Member Stacy Manweiler 6/8
- Meeting with David Eisenbraun – Master Plan Discussion 6/12.
- 1st Downtown Lifestyle Photo Shoot – Restaurants 6/13
- Met with Andy Higa – Potential Office Rental 6/15
- Met with StreetMedia – Possible Digital Sign Downtown 6/15
- Met with Tiffany Villavicencio – Downtown Marketing Plan Discussion 5/15
- Events:
    - What's Brewing 6/7
    - Attended Coffee with the Mayor 5/19

Downtown Redevelopment Project:

- Met with Pike Engineering 6/15
    - Need to start over with Xcel Energy application and design – Huge setback, wish we were told this month ago!
- Continued Discussion with Xcel Energy regarding placement of the powerlines.

Wayfinding:

- Received draft design, sent to Town of Windsor Departments for review.

Downtown Master Plan Project:

- RFQ Published 5/6
- Hosted Virtual Firm Q&A 5/23
- Steering Committee
    - Kick-Off Meeting #1 5/23
    - Kick-Off Meeting #2 5/30
- Deadline June 6th
- Submissions
    - Eight Submissions

Façade Improvement Program:

- Project Interest:
    - None

Marketing / Communication / Events:

- Published Monthly Digital Newsletter 6/16
- Upcoming Downtown Lifestyle Photo Shoots 6/20, 6/27, 7/11 and 7/13.

Discussion Items:

- Downtown Marketing Plan
    - Upcoming Regional Marketing Agency Meeting

General Ledger

Budget Status

User: dmoyer
Printed: 6/16/2023 - 10:15 AM
Period: 3, 2023

TOWN OF WINDSOR COLORADO
301 Walnut Street
Windsor, Colorado 80550
Phone: (970) 674-2400
windsorgov.com

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
Fund 19	DOWNTOWN DEVELOPMENT A							
Dept 19-000	NO PROJECT CODE ASSIGNED							
R01	TAXES							
19-000-4311-000	PROPERTY TAX	45,733.00	10,130.43	10,139.59	35,593.41	0.00	35,593.41	77.83
19-000-4312-000	AUTO TAX	2,900.00	158.71	798.57	2,101.43	0.00	2,101.43	72.46
19-000-4324-000	INCREMENTAL PROPERTY TAX	99,548.00	20,628.15	20,645.71	78,902.29	0.00	78,902.29	79.26
19-000-4364-000	INTEREST INCOME	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R01 Sub Totals:	148,181.00	30,917.29	31,583.87	116,597.13	0.00	116,597.13	78.69
R10	INTERGOVERNMENTAL							
19-000-4334-000	GRANTS	140,000.00	0.00	0.00	140,000.00	0.00	140,000.00	100.00
19-000-4334-390	GRANTS/CARES ACT-COVID	0.00	0.00	0.00	0.00	0.00	0.00	0.00
19-000-4334-912	GRANTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R10 Sub Totals:	140,000.00	0.00	0.00	140,000.00	0.00	140,000.00	100.00
R25	MISCELLANEOUS							
19-000-4367-000	DONATIONS/SPONSORSHIPS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R25 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
R30	INTERFUND TRANSFERS							
19-000-4376-000	TRANSFER FROM TOW GENERA	453,651.00	37,804.25	113,412.75	340,238.25	0.00	340,238.25	75.00
19-000-4376-500	TRANSFER FROM TOW GENERA	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R30 Sub Totals:	453,651.00	37,804.25	113,412.75	340,238.25	0.00	340,238.25	75.00
	Revenue Sub Totals:	741,832.00	68,721.54	144,996.62	596,835.38	0.00	596,835.38	80.45
	Dept 000 Sub Totals:	-741,832.00	-68,721.54	-144,996.62	-596,835.38	0.00		

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
Dept 19-486	DOWNTOWN DEVELOPMENT A							
E01	PERSONNEL SERVICES							
19-486-5112-000	WAGES/PART TIME	0.00	0.00	0.00	0.00	0.00	0.00	0.00
19-486-5130-000	FICAMED	0.00	0.00	0.00	0.00	0.00	0.00	0.00
19-486-5131-000	FICA	0.00	0.00	0.00	0.00	0.00	0.00	0.00
19-486-5134-000	UNEMPLOYMENT INSURANCE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E01 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
E05	MATERIALS & SERVICES							
19-486-6210-000	OFFICE SUPPLIES	2,000.00	90.41	5,158.76	-3,158.76	0.00	-3,158.76	0.00
19-486-6213-000	PUBLIC RELATIONS	40,000.00	3,815.00	5,147.96	34,852.04	0.00	34,852.04	87.13
19-486-6214-000	BOARD DEVELOPMENT	5,500.00	1,022.75	4,965.67	534.33	0.00	534.33	9.72
19-486-6217-000	DUES/FEES/SUBSCRIPTIONS	6,500.00	1,774.50	2,424.62	4,075.38	0.00	4,075.38	62.70
19-486-6218-000	SMALL EQUIPMENT ITEMS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
19-486-6219-000	SPECIAL EQUIPMENT	20,000.00	0.00	0.00	20,000.00	0.00	20,000.00	100.00
19-486-6219-390	SPECIAL EQUIPMENT / COVID-1	0.00	0.00	0.00	0.00	0.00	0.00	0.00
19-486-6242-000	STREET REPAIR/MAINTENANCI	22,000.00	671.44	1,364.68	20,635.32	0.00	20,635.32	93.80
19-486-6245-000	TRAVEL/MILEAGE	500.00	430.00	1,024.85	-524.85	0.00	-524.85	0.00
19-486-6246-000	LIABILITY INSURANCE	6,500.00	0.00	0.00	6,500.00	0.00	6,500.00	100.00
19-486-6252-000	LEGAL SERVICES	40,000.00	5,471.00	5,471.00	34,529.00	0.00	34,529.00	86.32
19-486-6253-000	CONTRACT SERVICES	205,000.00	10,271.70	37,287.70	167,712.30	0.00	167,712.30	81.81
19-486-6253-912	CONTRACT SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
19-486-6256-000	PUBLISHING/RECORDING	0.00	0.00	0.00	0.00	0.00	0.00	0.00
19-486-6260-000	UTILITIES	3,500.00	31.03	60.57	3,439.43	0.00	3,439.43	98.27
19-486-6263-000	POSTAGE	200.00	0.00	0.00	200.00	0.00	200.00	100.00
19-486-6264-000	PRINTING/BINDING	30,000.00	0.00	0.00	30,000.00	0.00	30,000.00	100.00
19-486-6267-000	STUDY REVIEW/CONSULTANT	125,000.00	0.00	0.00	125,000.00	0.00	125,000.00	100.00
19-486-6268-000	COUNTY TREASURER FEES	2,200.00	461.35	461.75	1,738.25	0.00	1,738.25	79.01
19-486-6269-000	MISCELLANEOUS EXPENSE	55,000.00	3,332.73	3,332.73	51,667.27	0.00	51,667.27	93.94
19-486-6269-912	MISCELLANEOUS EXPENSE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
19-486-6270-000	OUTSIDE AGENCY FUNDING	100,000.00	0.00	0.00	100,000.00	0.00	100,000.00	100.00
	E05 Sub Totals:	663,900.00	27,371.91	66,700.29	597,199.71	0.00	597,199.71	89.95
E10	CAPITAL OUTLAY							
19-486-7360-000	DEPRECIATION EXPENSE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
19-486-8410-000	LAND	0.00	0.00	0.00	0.00	0.00	0.00	0.00
19-486-8412-000	SITE IMPROVEMENTS	140,000.00	0.00	0.00	140,000.00	0.00	140,000.00	100.00
19-486-8440-000	MACHINERY/EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E10 Sub Totals:	140,000.00	0.00	0.00	140,000.00	0.00	140,000.00	100.00
E30	INTERFUND TRANSFERS							
19-486-7302-000	ADMINISTRATION EXP TRANSF	5,000.00	416.67	1,250.01	3,749.99	0.00	3,749.99	75.00

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	E30 Sub Totals:	5,000.00	416.67	1,250.01	3,749.99	0.00	3,749.99	75.00
	Expense Sub Totals:	808,900.00	27,788.58	67,950.30	740,949.70	0.00	740,949.70	91.60
	Dept 486 Sub Totals:	808,900.00	27,788.58	67,950.30	740,949.70	0.00		

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
Dept 19-500								
E10	CAPITAL OUTLAY							
19-500-8500-000	ASSET CONTRA ACCOUNT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E10 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Expense Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Dept 500 Sub Totals:	0.00	0.00	0.00	0.00	0.00		

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	Fund Revenue Sub Totals:	741,832.00	68,721.54	144,996.62	596,835.38	0.00	596,835.38	80.45
	Fund Expense Sub Totals:	808,900.00	27,788.58	67,950.30	740,949.70	0.00	740,949.70	91.60
	Fund 19 Sub Totals:	67,068.00	-40,932.96	-77,046.32	144,114.32	0.00		

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	Revenue Totals:	741,832.00	68,721.54	144,996.62	596,835.38	0.00	596,835.38	80.45
	Expense Totals:	808,900.00	27,788.58	67,950.30	740,949.70	0.00	740,949.70	91.60
	Report Totals:	67,068.00	-40,932.96	-77,046.32	144,114.32	0.00		

General Ledger

Account Analysis

User: dmoyer
Printed: 6/16/2023 - 10:13 AM
Period: 01 to 05, 2023

TOWN OF WINDSOR COLORADO
301 Walnut Street
Windsor, Colorado 80550
Phone: (970) 674-2400
windsorgov.com

Date	Description	Detail Description	Sys	Vendor	Prd	JE No	DR This Period	CR This Period
19 - DOWNTOWN DEVELOPMENT AUTHORITY								
EXPENSE								
19-486 - DOWNTOWN DEVELOPMENT AUTHORITY								
19-486-5112-000 - WAGES/PART TIME								
						19-486-5112-000 Totals:	0.00	0.00
19-486-5130-000 - FICAMED								
						19-486-5130-000 Totals:	0.00	0.00
19-486-5131-000 - FICA								
						19-486-5131-000 Totals:	0.00	0.00
19-486-5134-000 - UNEMPLOYMENT INSURANCE								
						19-486-5134-000 Totals:	0.00	0.00
19-486-6210-000 - OFFICE SUPPLIES								
System: AP								
01/30/2023	110062 - BUSINESS CARD FACTORY OF COLORADO	BUSINESS CARD	AP	110062	1	221	88.61	0.00
02/07/2023	100730 - WINDSOR CHAMBER OF COMMERCE	VALENTINE WINE WALK SPONSOR	AP	100730	2	55	2,500.00	0.00
02/07/2023	100730 - WINDSOR CHAMBER OF COMMERCE	SMALL BUSINESS SATURDAY GIFT CERTI	AP	100730	2	55	2,117.50	0.00
02/07/2023	110447 - MICHELLE VANCE	HOME DEPOT AND AMAZON - OFFICE LAI	AP	110447	2	55	125.19	0.00
02/27/2023	6' EXTENSION CORD	6' EXTENSION CORD	AP	103739	2	211	3.14	0.00
02/27/2023	110447 - MICHELLE VANCE	OFFICE PRINTS, LABLE MAKER, OFFICE S	AP	110447	2	211	179.51	0.00
02/27/2023	HEATER, POWER STRIP, LIGHT BULBS	HEATER, POWER STRIP, LIGHT BULBS	AP	103739	2	211	54.40	0.00
02/27/2023	100454 - MANWEILER HARDWARE INC	6' EXTENSION CORD	AP	100454	2	219	3.14	0.00
02/27/2023	100454 - MANWEILER HARDWARE INC	OFFICE HEATER, POWER STRIP, LIGHT BU	AP	100454	2	219	54.40	0.00
02/28/2023	-		AP		2	231	0.00	3.14
02/28/2023	-		AP		2	231	0.00	54.40
03/09/2023	100454 - MANWEILER HARDWARE INC	HARDWARE SUPPLIES	AP	100454	3	108	75.57	0.00
03/30/2023	110447 - MICHELLE VANCE	OFFICE SUPPLIES	AP	110447	3	284	14.84	0.00
04/21/2023	110377 - DAN STAUSS	ATTENDING NATIONAL MAIN STREET CO	AP	110377	4	194	3,532.50	0.00
04/21/2023	110447 - MICHELLE VANCE	COFFEE POT AND SUPPLIES	AP	110447	4	194	135.76	0.00
04/21/2023	100454 - MANWEILER HARDWARE INC	HARDWARE SUPPLIES	AP	100454	4	194	3.49	0.00
05/03/2023	110062 - BUSINESS CARD FACTORY OF COLORADO	RACK CARDS	AP	110062	5	28	253.42	0.00
05/11/2023	100454 - MANWEILER HARDWARE INC	SURGE PROTECTOR, FAN, GLUE	AP	100454	5	87	48.57	0.00

Date	Description	Detail Description	Sys	Vendor	Prd	JE No	DR This Period	CR This Period
05/17/2023	110447 - MICHELLE VANCE	AMAZON COFFEE SUPPLIES FOR WHAT'S	AP	110447	5	158	117.36	0.00
						AP System Totals:	9,307.40	57.54
						19-486-6210-000 Totals:	9,307.40	57.54
19-486-6213-000 - PUBLIC RELATIONS								
System: AP								
02/01/2023	107454 - SMART MARKETING LLC	WINDSOR WELCOME-BLUE DOOR FULL P.	AP	107454	2	2	300.00	0.00
02/01/2023	110447 - MICHELLE VANCE	DOWNTOWN GIFT CARD-ELF HUNT WINN	AP	110447	2	2	53.50	0.00
02/07/2023	110447 - MICHELLE VANCE	CACCIATORE - MSOB LUNCHEON	AP	110447	2	55	341.06	0.00
02/07/2023	110447 - MICHELLE VANCE	KING SOOPERS AND DOLLAR TREE - MSO	AP	110447	2	55	39.91	0.00
02/07/2023	109669 - JOHN ROBSON	MAIN STREET OPEN FOR BUSINESS RECE	AP	109669	2	55	250.00	0.00
02/27/2023	107454 - SMART MARKETING LLC	REMAINDER PAYMENT WINDSOR WELCO	AP	107454	2	211	180.00	0.00
02/27/2023	110377 - DAN STAUSS	LUNCH AND DINNER MEETINGS	AP	110377	2	211	168.49	0.00
03/02/2023	110232 - MCT MARKETING	SOCIAL MEDIA MARKETING	AP	110232	3	34	1,500.00	0.00
03/09/2023	110001 - KACY GRAPHICS	GRAPHICS & DESIGN	AP	110001	3	108	780.00	0.00
03/30/2023	110447 - MICHELLE VANCE	ATTENDING LUNCHEON	AP	110447	3	284	35.00	0.00
03/30/2023	110232 - MCT MARKETING	SOCIAL MEDIA MARKETING	AP	110232	3	284	1,500.00	0.00
04/21/2023	107454 - SMART MARKETING LLC	REMAINDER FULL BALANCE FOR FULL P/	AP	107454	4	194	200.00	0.00
04/21/2023	108546 - TOWN OF WINDSOR COMMUNITY RECREATION	SUMMER CONCERT AND FARMER'S MARK	AP	108546	4	194	1,000.00	0.00
05/03/2023	110001 - KACY GRAPHICS	GRAPHICS AND DESIGN	AP	110001	5	28	390.00	0.00
05/03/2023	110232 - MCT MARKETING	SOCIAL MEDIA MARKETING	AP	110232	5	28	1,500.00	0.00
05/26/2023	110232 - MCT MARKETING	SOCIAL MEDIA MARKETING	AP	110232	5	240	1,500.00	0.00
						AP System Totals:	9,737.96	0.00
						19-486-6213-000 Totals:	9,737.96	0.00
19-486-6214-000 - BOARD DEVELOPMENT								
System: AP								
01/30/2023	110447 - MICHELLE VANCE	AIRLINE FLIGHT - NATIONAL MS CONFER	AP	110447	1	221	490.95	0.00
01/30/2023	110447 - MICHELLE VANCE	DDA BOARD REGISTRATIONS FOR NATIO	AP	110447	1	221	2,450.00	0.00
01/30/2023	110447 - MICHELLE VANCE	ANNUAL CONSTANT CONTACT SUBSCRIP	AP	110447	1	221	294.00	0.00
01/30/2023	110377 - DAN STAUSS	AIRLINE FLIGHT - NATIONAL MS CONFER	AP	110377	1	221	332.98	0.00
02/01/2023	110447 - MICHELLE VANCE	DOWNTOWN COLORADO INC ANNUAL C(	AP	110447	2	2	374.99	0.00
03/03/2023	110501 - BRENT PHINNEY	AIRLINE TICKET FOR NATIONAL MS CONI	AP	110501	3	39	490.95	0.00
03/03/2023	110500 - JG CAPITAL	AIRLINE TICKET FOR NATIONAL MS CONI	AP	110500	3	39	531.80	0.00
04/21/2023	110501 - BRENT PHINNEY	ATTENDING NATIONAL MAIN STREET CO	AP	110501	4	194	1,538.09	0.00
04/28/2023	110447 - MICHELLE VANCE	ATTENDING NATIONAL MAIN STREET CO	AP	110447	4	272	1,225.10	0.00
04/28/2023	110447 - MICHELLE VANCE	ATTENDING NATIONAL MAIN STREET CO	AP	110447	4	272	3,378.53	0.00
						AP System Totals:	11,107.39	0.00
						19-486-6214-000 Totals:	11,107.39	0.00
19-486-6217-000 - DUES/FEES/SUBSCRIPTIONS								
System: AP								

Date	Description	Detail Description	Sys	Vendor	Prd	JE No	DR This Period	CR This Period
02/01/2023	110447 - MICHELLE VANCE	CONSTANT CONTACT ANNUAL FEES	AP	110447	2	2	294.00	0.00
02/03/2023	110450 - VELOCITY LENDING LLC	OFFICE RENT	AP	110450	2	23	150.00	0.00
02/07/2023	110447 - MICHELLE VANCE	MCAFEE SUBSCRIPTION AND NOCO WOM	AP	110447	2	55	86.12	0.00
02/27/2023	110447 - MICHELLE VANCE	WOMEN OF WINDSOR LUNCHEON	AP	110447	2	211	45.00	0.00
02/27/2023	106995 - VISTA WORKS	MONTHLY SUBSCRIPTION	AP	106995	2	211	75.00	0.00
03/09/2023	106995 - VISTA WORKS	FINAL BILL - CLOSE-OUT	AP	106995	3	108	562.50	0.00
03/09/2023	110107 - ROTARY CLUB OF WINDSOR	2023 - 2024 ANNUAL DUES	AP	110107	3	108	804.00	0.00
03/30/2023	110447 - MICHELLE VANCE	ANNUAL JOTFORM SUBSCRIPTION	AP	110447	3	284	408.00	0.00
04/21/2023	110447 - MICHELLE VANCE	CALENDLY ANNUAL SUBSCRIPTION	AP	110447	4	194	96.00	0.00
05/03/2023	110450 - VELOCITY LENDING LLC	5 MONTHS OFFICE RENT	AP	110450	5	28	750.00	0.00
05/17/2023	110447 - MICHELLE VANCE	COLORADO DOWNTOWN INC - ANNUAL I	AP	110447	5	158	50.00	0.00
						AP System Totals:	3,320.62	0.00
						19-486-6217-000 Totals:	3,320.62	0.00
19-486-6218-000 - SMALL EQUIPMENT ITEMS								
						19-486-6218-000 Totals:	0.00	0.00
19-486-6219-000 - SPECIAL EQUIPMENT								
						19-486-6219-000 Totals:	0.00	0.00
19-486-6219-390 - SPECIAL EQUIPMENT / COVID-19								
						19-486-6219-390 Totals:	0.00	0.00
19-486-6242-000 - STREET REPAIR/MAINTENANCE								
System: AP								
02/02/2023	100552 - XCEL ENERGY	UTILITIES	AP	100552	2	11	693.24	0.00
03/02/2023	100552 - XCEL ENERGY	UTILITIES - 301755904	AP	100552	3	35	671.44	0.00
04/06/2023	100552 - XCEL ENERGY	UTILITIES	AP	100552	4	33	233.57	0.00
05/04/2023	100552 - XCEL ENERGY	UTILITIES	AP	100552	5	26	246.06	0.00
05/12/2023	110576 - CHRISTOPHER'S HEATING AND AIR	INSTALLATION OF AIR CONDITIONER VEI	AP	110576	5	94	621.00	0.00
05/31/2023	100552 - XCEL ENERGY	XCEL UTILITY BILL	AP	100552	5	318	108.52	0.00
						AP System Totals:	2,573.83	0.00
						19-486-6242-000 Totals:	2,573.83	0.00
19-486-6245-000 - TRAVEL/MILEAGE								
System: AP								
02/27/2023	110491 - ARLEN DEAN KOEHLER	AIRLINE TICKET FOR NATIONAL MS CONI	AP	110491	2	218	594.85	0.00
03/30/2023	110447 - MICHELLE VANCE	NATIONAL CONF RENTAL CAR	AP	110447	3	284	430.00	0.00
						AP System Totals:	1,024.85	0.00
						19-486-6245-000 Totals:	1,024.85	0.00
19-486-6246-000 - LIABILITY INSURANCE								
						19-486-6246-000 Totals:	0.00	0.00
19-486-6252-000 - LEGAL SERVICES								

Date	Description	Detail Description	Sys	Vendor	Prd	JE No	DR This Period	CR This Period
System: AP								
03/30/2023	109627 - JOSHUA C LILEY	DDA GENERAL COUNCIL SERVICES	AP	109627	3	284	5,471.00	0.00
					AP System Totals:		5,471.00	0.00
					19-486-6252-000 Totals:		5,471.00	0.00
19-486-6253-000 - CONTRACT SERVICES								
System: AP								
03/03/2023	110496 - BALANCED EQUATION	SET UP DDA PAYROLL	AP	110496	3	39	500.00	0.00
03/30/2023	109425 - DITESCO LLC	CONTRACT SERVICES MURAL PLAZA CLC	AP	109425	3	284	460.00	0.00
					AP System Totals:		960.00	0.00
System: GL								
02/28/2023	#41 - RECORD DDA PAYROLL FUNDING TRANSFER		GL		2	175	27,016.00	0.00
03/31/2023	#37 - RECORD DDA PAYROLL FUNDING/M VANCE		GL		3	373	9,311.70	0.00
					GL System Totals:		36,327.70	0.00
					19-486-6253-000 Totals:		37,287.70	0.00
19-486-6253-912 - CONTRACT SERVICES								
					19-486-6253-912 Totals:		0.00	0.00
19-486-6256-000 - PUBLISHING/RECORDING								
					19-486-6256-000 Totals:		0.00	0.00
19-486-6260-000 - UTILITIES								
System: AP								
02/27/2023	100552 - XCEL ENERGY	PASSTHROUGH LOT POWER	AP	100552	2	211	29.54	0.00
03/30/2023	100552 - XCEL ENERGY	PASSTHROUGH LOT POWER	AP	100552	3	284	31.03	0.00
04/21/2023	100552 - XCEL ENERGY	PASSTHROUGH LOT POWER	AP	100552	4	194	31.15	0.00
05/17/2023	100552 - XCEL ENERGY	PASSTHROUGH LOT POWER	AP	100552	5	158	29.15	0.00
					AP System Totals:		120.87	0.00
					19-486-6260-000 Totals:		120.87	0.00
19-486-6263-000 - POSTAGE								
					19-486-6263-000 Totals:		0.00	0.00
19-486-6264-000 - PRINTING/BINDING								
					19-486-6264-000 Totals:		0.00	0.00
19-486-6267-000 - STUDY REVIEW/CONSULTANT								
					19-486-6267-000 Totals:		0.00	0.00
19-486-6268-000 - COUNTY TREASURER FEES								
System: GL								
01/31/2023	#29 - RECORD WELD COUNTY WIRE		GL		1	297	0.28	0.00
02/28/2023	#29 - RECORD WELD COUNTY WIRE TRANSFER/DDA		GL		2	175	0.12	0.00
03/31/2023	#29 - RECORD WELD COUNTY WIRE/DDA		GL		3	373	461.35	0.00

Date	Description	Detail Description	Sys	Vendor	Prd	JE No	DR This Period	CR This Period
					GL System Totals:		461.75	0.00
					19-486-6268-000 Totals:		461.75	0.00
19-486-6269-000 - MISCELLANEOUS EXPENSE								
System: AP								
03/02/2023	105248 - DIGI PIX SIGNS	OFFICE SIGN	AP	105248	3	34	137.00	0.00
03/02/2023	105456 - DAVINCI SIGN SYSTEMS INC	BACKLOT SIGNAGE	AP	105456	3	34	3,195.73	0.00
05/05/2023	105456 - DAVINCI SIGN SYSTEMS INC	BACKLOT SIGNAGE REMOVAL	AP	105456	5	31	561.81	0.00
					AP System Totals:		3,894.54	0.00
					19-486-6269-000 Totals:		3,894.54	0.00
19-486-6269-912 - MISCELLANEOUS EXPENSE								
					19-486-6269-912 Totals:		0.00	0.00
19-486-6270-000 - OUTSIDE AGENCY FUNDING								
					19-486-6270-000 Totals:		0.00	0.00
19-486-7302-000 - ADMINISTRATION EXP TRANSFER								
System: GL								
01/31/2023	MEMO-9		GL		1	311	416.67	0.00
02/28/2023	MEMO-9		GL		2	296	416.67	0.00
03/31/2023	MEMO-9		GL		3	380	416.67	0.00
					GL System Totals:		1,250.01	0.00
					19-486-7302-000 Totals:		1,250.01	0.00
19-486-7360-000 - DEPRECIATION EXPENSE								
					19-486-7360-000 Totals:		0.00	0.00
19-486-8410-000 - LAND								
					19-486-8410-000 Totals:		0.00	0.00
19-486-8412-000 - SITE IMPROVEMENTS								
					19-486-8412-000 Totals:		0.00	0.00
19-486-8440-000 - MACHINERY/EQUIPMENT								
					19-486-8440-000 Totals:		0.00	0.00
					Dept 19-486 EXPENSE Totals:		85,557.92	57.54
19-500 -								
19-500-8500-000 - ASSET CONTRA ACCOUNT								
					19-500-8500-000 Totals:		0.00	0.00
					Dept 19-500 EXPENSE Totals:		0.00	0.00
					EXPENSE Totals:		85,557.92	57.54
					19 Totals:		85,557.92	57.54

Date	Description	Detail Description	Sys	Vendor	Prd	JE No	DR This Period	CR This Period
				Report Totals:			85,557.92	57.54

DDA REPORT

Volume 2, Issue 11
February, 2023

WINDSOR DDA
DOWNTOWN DEVELOPMENT AUTHORITY

WINDSOR DDA REVENUE

Summary Through February 28, 2023	Budget	Collections	% of Budget
PROPERTY TAX	$45,733	$9	0.02%
AUTO TAX	$2,900	$640	22.07%
INCREMENTAL PROPERTY TAX	$99,548	$18	0.02%
GRANTS	$140,000	$0	0.0%
TRANSFER FROM TOW GENERAL FUND	$453,651	$75,609	16.67%
Total	**$741,832**	**$76,276**	**10.28%**

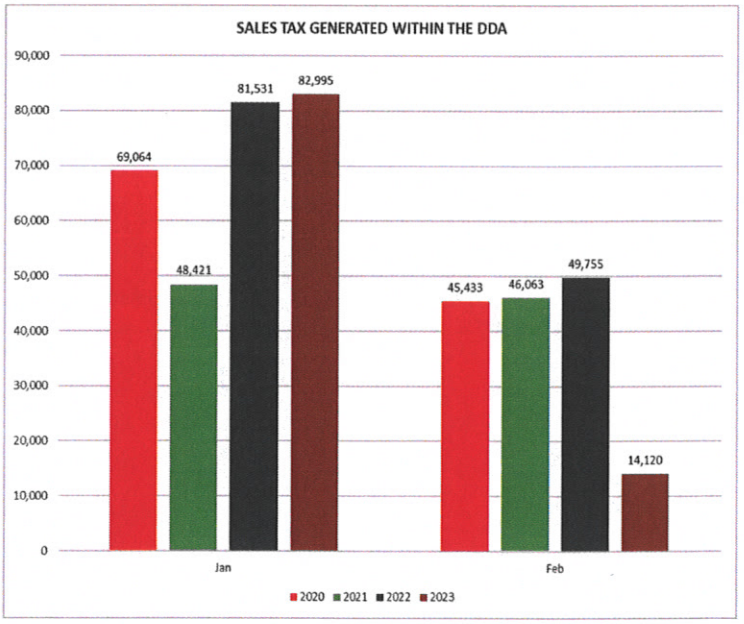
POINTS OF INTEREST

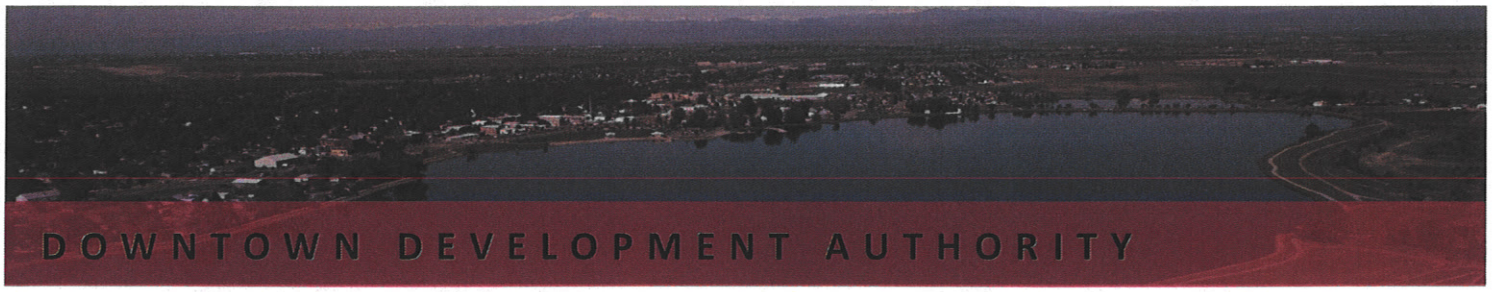
- Sales Tax collections through February, of $97,115, is lagging prior year collections by $34,171, or 26.0%.

WINDSOR DDA EXPENDITURES

Summary through February 28, 2023	Budget	Expenditures	% of Budget
Operations			
OFFICE SUPPLIES	$2,000	$5,068	253.42%
PUBLIC RELATIONS	$40,000	$1,333	3.33%
BOARD DEVELOPMENT	$5,500	$3,943	71.69%
DUES/FEES/SUBSCRIPTIONS	$6,500	$650	10.00%
SPECIAL EQUIPMENT	$20,000	$0	0.00%
STREET REPAIR/MAINTENANCE	$22,000	$693	3.15%
TRAVEL/MILEAGE	$500	$595	118.97%
LIABILITY INSURANCE	$6,500	$0	0.00%
LEGAL SERVICES	$40,000	$0	0.00%
CONTRACT SERVICES	$205,000	$27,016	13.18%
UTILITIES	$3,500	$30	0.84%
POSTAGE	$200	$0	0.00%
PRINTING/BINDING	$30,000	$0	0.00%
STUDY REVIEW/CONSULTANT	$125,000	$0	0.00%
COUNTY TREASURER FEES	$2,200	$0	0.02%
MISCELLANEOUS EXPENSE	$55,000	$0	0.00%
OUTSIDE AGENCY FUNDING	$100,000	$0	0.00%
ADMINISTRATION EXP TRANSFER	$5,000	$833	16.67%
Operations Total	**$668,900**	**$40,162**	**6.00%**
Capital			
SITE IMPROVEMENTS	$140,000	$0	0.00%
Grand Total	**$808,900**	**$40,162**	**4.96%**

MONTHLY SALES TAX COMPARISON





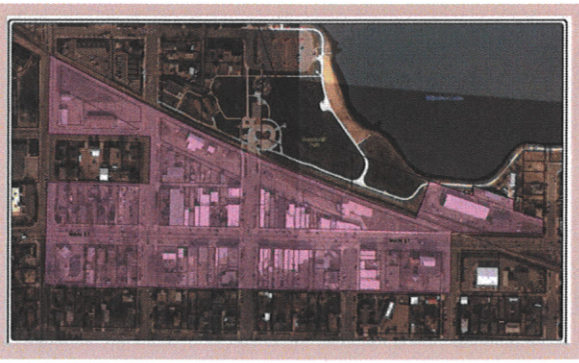
DDA MISSION STATEMENT

The DDA's mission is 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.

Windsor Downtown Development

P.O. Box 381
Windsor, CO 80550
Email: info@windsordda.com
Windsordda.com

WINDSOR DDA
DOWNTOWN DEVELOPMENT AUTHORITY



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.

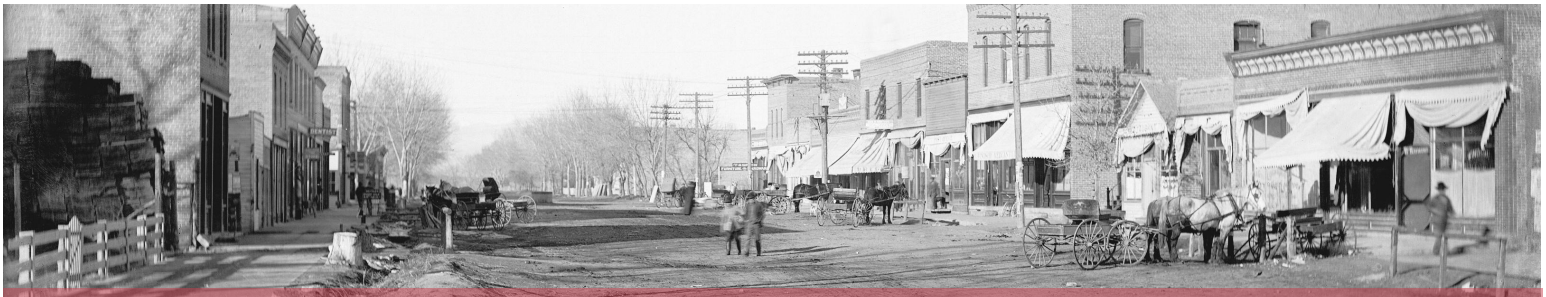
B. Public facilities and improvements as necessary to complement private developments.

DDA BOARD

Dan Stauss, Chairperson — Board@WindsorDDA.com	Term: June 2026
Grant Nisly — Board@WindsorDDA.com	Term: June 2024
Dean Koehler — Board@WindsorDDA.com	Term: June 2025
Brent Phinney — Board@WindsorDDA.com	Term: June 2025
Andy Higa — Board@WindsorDDA.com	Term: June 2024
Annie Lloyd — Board@WindsorDDA.com	Term: June 2026

Paul Rennemeyer, TOW Board Liaison — prennemeyer@windsorgov.com

Michelle Vance, Executive Director— Director@WindsorDDA.com - Phone: 970-451-6995



DDA REPORT

Volume 3, Issue 11
March, 2023

WINDSOR DDA
DOWNTOWN DEVELOPMENT AUTHORITY

WINDSOR DDA REVENUE

Summary Through March 31, 2023	Budget	Collections	% of Budget
PROPERTY TAX	$45,733	$10,140	22.17%
AUTO TAX	$2,900	$799	27.54%
INCREMENTAL PROPERTY TAX	$99,548	$20,646	20.74%
GRANTS	$140,000	$0	0.0%
TRANSFER FROM TOW GENERAL FUND	$453,651	$113,413	25.00%
Total	**$741,832**	**$144,997**	**19.55%**

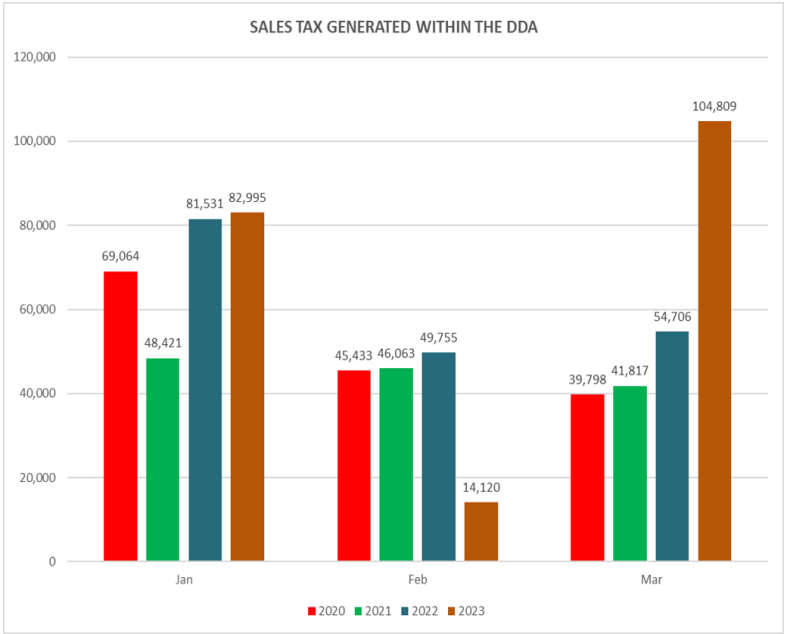
POINTS OF INTEREST

- Sales Tax collections through March of $201,924, is exceeding prior year collections by $15,932 or 8.6%.

WINDSOR DDA EXPENDITURES

Summary through March 31, 2023	Budget	Expenditures	% of Budget
Operations			
OFFICE SUPPLIES	$2,000	$5,159	257.94%
PUBLIC RELATIONS	$40,000	$5,148	12.87%
BOARD DEVELOPMENT	$5,500	$4,966	90.28%
DUES/FEES/SUBSCRIPTIONS	$6,500	$2,425	37.30%
SPECIAL EQUIPMENT	$20,000	$0	0.00%
STREET REPAIR/MAINTENANCE	$22,000	$1,365	6.20%
TRAVEL/MILEAGE	$500	$1,025	204.97%
LIABILITY INSURANCE	$6,500	$0	0.00%
LEGAL SERVICES	$40,000	$5,471	13.68%
CONTRACT SERVICES	$205,000	$37,288	18.19%
UTILITIES	$3,500	$61	1.73%
POSTAGE	$200	$0	0.00%
PRINTING/BINDING	$30,000	$0	0.00%
STUDY REVIEW/CONSULTANT	$125,000	$0	0.00%
COUNTY TREASURER FEES	$2,200	$462	20.99%
MISCELLANEOUS EXPENSE	$55,000	$3,333	6.06%
OUTSIDE AGENCY FUNDING	$100,000	$0	0.00%
ADMINISTRATION EXP TRANSFER	$5,000	$1,250	25.00%
Operations Total	**$668,900**	**$67,950**	**10.16%**
Capital			
SITE IMPROVEMENTS	$140,000	$0	0.00%
Grand Total	**$808,900**	**$67,950**	**8.40%**

MONTHLY SALES TAX COMPARISON



DOWNTOWN DEVELOPMENT AUTHORITY

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Windsor Downtown Development

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WINDSOR DDA
DOWNTOWN DEVELOPMENT AUTHORITY

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B. Public facilities and improvements as necessary to complement private developments.

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Paul Rennemeyer, TOW Board Liaison — prennemeyer@windsorgov.com

Michelle Vance, Executive Director— Director@WindsorDDA.com - Phone: 970-451-6995

DDA Report of Bills

May 2023

TOWN OF WINDSOR COLORADO
301 Walnut Street
Windsor, Colorado 80550
Phone: (970) 674-2400
windsorgov.com

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 19 DOWNTOWN DEVELOPMENT AUTHORI				
Department: 486 DOWNTOWN DEVELOPMENT AU				
108706	XCEL ENERGY	UTILITIES	05/05/2023	246.06
108727	DAVINCI SIGN SYSTEMS INC	BACKLOT SIGNAGE REMOVAL	05/05/2023	561.81
108776	KACY GRAPHICS	GRAPHICS AND DESIGN	05/05/2023	390.00
108778	BUSINESS CARD FACTORY OF COLORADO	RACK CARDS	05/05/2023	253.42
108781	MCT MARKETING	SOCIAL MEDIA MARKETING	05/05/2023	1,500.00
108789	VELOCITY LENDING LLC	5 MONTHS OFFICE RENT	05/05/2023	750.00
108808	MANWEILER HARDWARE INC	SURGE PROTECTOR, FAN, GLUE	05/12/2023	48.57
108889	CHRISTOPHER'S HEATING AND AIR	INSTALLATION OF AIR CONDITIONER VENT IN DDA	05/12/2023	621.00
108897	XCEL ENERGY	PASSTHROUGH LOT POWER	05/19/2023	29.15
108992	MICHELLE VANCE	COLORADO DOWNTOWN INC - ANNUAL DINNER	05/19/2023	167.36
109152	MCT MARKETING	SOCIAL MEDIA MARKETING	05/25/2023	1,500.00
		Total for Fund:19 DOWNTOWN DEVELOPMENT A		$ 6,067.37