BOARD OF DIRECTORS MEETING
March 17, 2021 | 7:30AM– 9:00AM
301 Walnut Street, Third Floor, Windsor, CO 80550
(NOTE: Meeting will be held via ZOOM only.)
Join Zoom Meeting
https://us02web.zoom.us/j/85802628923?pwd=OUNEaVpId1EvRnNoZmZyVGpkTm8xdz09
Meeting ID: 858 0262 8923
Passcode: 637634
One tap mobile
+13462487799,,85802628923#,,,,*637634# US (Houston)

Agenda

A. Call to Order 7:30AM

B. Roll Call

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

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

E. Approval of Minutes from the Regular Board of Directors Meeting February 17, 2021 and Special Meeting February 23, 2021.

F. Report of Bills, Budget Status – M. Ashby

G. KEY INTIATIVES: 8:30AM

1. Committee Assignments – Board Lead and Topics
2. Mill Project Update – Entertainment District Feasibility Study – M. Ashby
3. Backlot Boardwalk Update
    i. Tribe Development, Exclusive Negotiating Agreement & Letter of Intent (ENA) –

Sample Motion: I move that we approve the ENA between the DDA, the Town and Tribe, authorize the board chair to approve changes to the ENA that do not substantially alter the DDA's rights or obligations thereunder, and authorize the board chair to execute the agreement. I further move that we authorize the executive director to extend the ENA, as provided in Section C(2), without further official action by the DDA board of directors.

    ii. 512 Ash Demolition
        1. Demolition Status Update – M. Ashby
        2. Temporary Parking Lot Design – M. Ashby
    iii. Backlot Alley
        1. Thru Lot Closing 3/16 – J. Liley
        2. Ditesco Design/CM Contract – M. Ashby, J. Burrell

Sample Motion: I move that we approve the Ditesco scope of work, including the base bid of $38,755, and including Add Alternate 1 (Bidding Assistance at $1,760) and Alternate 2 (Construction Management at $24,785) for a total not to exceed $65,300, and authorize the board chair to execute an agreement for such work in a form substantially similar to the 2020 agreement between the DDA and Ditesco.

H. Executive Director's Report – M. Ashby

I. COMMUNICATIONS & NEWS:

1. National Main Street Conference – Registration Open

J. Adjourn 9:15AM

Note: Double Underlined items indicate attachments.

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Join Zoom Meeting
https://us02web.zoom.us/j/81219800802?pwd=bkh0aW9jWjRzTW9TcjZGbzdnRVdNUT09
Meeting ID: 812 1980 0802
Passcode: 223751
One tap mobile
+12532158782,,81219800802#,,,,*223751# US

Draft Minutes

Attendance: Dan Stauss, Brent Phinney, Dan Brunk, Heidi Washburn, Jim Cosner, Dean Koehler, Paul Rennemeyer. **Staff:** Matt Ashby, Josh Liley. **Guests:** Marisa Pashby, C Katofsy, Jonathan Hitchcock, Kelly Hall. Michelle Vance, Shane Hale.

A. Call to Order **7:30AM**

B. Roll Call

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

Motion to add 408 Main Façade Improvement Program application to the agenda. Motion: HW. Second: JC. Approved. Unanimously.

Motion to approve the agenda. DK. Second. DB. Approved Unanimously.

D. Public Invited to be Heard *(3 Minutes Per Person)*

None.

E. Approval of Minutes from the Regular Board of Directors Meeting January 20, 2020 and Special Meetings February 9, 2021 and February 10, 2021.

Motion to approve as presented. BP. Second DK. Approved Unanimously.

F. Report of Bills, Budget Status – M. Ashby Motion: DB. Second DK. Approved unanimously.

G. Future Legends Presentation – M. Pashby, C. Katofsky

Marisa and Casey presented an overview of the project. Stadium can seat 6000 people for sports events and over 10000 for concert events. Covered Dome will be the 4th largest in the country. Visitors will stay onsite. A retail center at the stadium will have between 8-20 restaurants, including new and chain options. Approximately 1300 parking spaces on site. We see this as a compliment to businesses in Windsor. MP: We want to create more community events to collaborate. We will be sending out surveys in the future.

DB: Will these fields be open for local use or rental? CK: Yes, there will be options for locals to practice. The three existing fields will be available, plus other clubs will have availability.

CK: Connection to downtown. We have discussed both physical and community connection to Windsor. We want to connect visitors to the Downtown. We can achieve through a shuttle or

trolley system. Also planning community events to connect with other events that are happening in the area. MP: There are cross-marketing opportunities. DK: What's the best way to reach out?
KC: Will send email out, communication options, including sponsor information.
DB: Will sponsorships be available for the fields? CK: Yes we will.
DB: How near are the railroad tracks? CK: About 2-blocks.
BP: How soon will elements be available? CK: Locally available fields should be available first. We want 99% complete in 2022.
DS: I like the idea of linking the shuttle system. It would be great to have a sports store downtown as an outpost.
MA: When would the shuttle system be anticipated to launch? CK: We are looking at options right now. We foresee shuttle partnership would become active first half of 2022.

H. Consideration of 408 Main Façade Improvement Program Application – J. Hitchcock. (Added)

Jonathan Hitchcock, representative of 408 Main provided an overview of the project. The goal on the south façade is to expose the brick and the higher transom windows, including raising the internal ceiling. New windows and doors would be installed. Signage would need approval by the town. Stucco on the west and north facades would be updated, with the stepped roofline evened out. Construction costs are estimated at $40,000. Power would be undergrounded from the pole to a pedestal and then to a new panel on the building. Restoring the brick on the south façade is the preference for the owner, but in the event that the brick isn't salvageable, the façade would be stuccoed.

DB: What's the difference in cost between the application and today? JH: We've already ordered the windows and the cost increase is related to the windows. Also, an increase of the cost of the awning. Overall cost is $40,000. On the north side of the building, we are adding a concrete patio and new exterior door to access. Door will be glass with transom similar to the front door.

DK: I would be in favor of 25% of eligible costs up to $10,000.

MA: Would like clarity on the brick vs stucco eligibility. BP: I'm comfortable that either will be an improvement. The preference is for brick, but in the event that isn't possible, stucco is acceptable.

BP: Motion - Approve up to $10K conditioned upon acceptable costs, with preference toward brick on the South façade with documentation regarding stucco decision and approval of the permit by Town Staff. DB Second. Approved unanimously.

JL: We normally require the owner pay for a title policy. Given the low amount value, I don't believe there's much risk.

DK: Motion to remove title insurance requirement based on recommendation from attorney. Second: BP. Approved unanimously.

I. KEY INTIATIVES: 8:30AM

1. Committee Assignments – Board Lead and Topics (Website Discussion)
   MA: Presented update regarding potential Main Street assistance. HW indicated a comfort level with moving forward with the update to the website with the scope presented by Main Street as a template. DK: I'm in favor with moving forward with the grant program. HW: I think there are other pressing items and our budget is tight.
2. Mill Project Update – Entertainment District Feasibility Study
   MA: Project kicked off with consultant. We are awaiting case studies and will then move forward with property owner outreach.
3. Backlot Boardwalk Update
   i. 215 4th Street – No Updates

Note: Double Underlined items indicate attachments.

ii. Backlot Development – No Updates

iii. 512 Ash Demolition

1. Demolition Status Update – M. Scholl

MA: Work has begun in earnest and the tenting is up. Anticipate 4-6 weeks to completion.

iv. Backlot Alley

1. Thru Lot Closing Update – J. Liley

JL: Closing scheduled for March 15th pending title company.

2. Status Summary, Prioritization of next steps – M. Ashby

MA: Presented an overview of the memo included in the packet. Effectively, we had budgeted $463,000 for the Alley and Thru Lot to move forward (alley design and construction budget.) With more detailed estimates from Ditesco, the total estimate, including contingencies is $500,000. Although this isn't a huge difference, the budget is already tight and staff wanted to make sure the DDA Board was aware of the risks of moving forward. There are options to consider that could bring additional funds to the project, including grants, but these are not guaranteed. Additionally, we can explore other assistance options from Town Staff that could help lower professional services from Ditesco.

MA: Options before the board include delaying the design to better coordinate with the selected Backlot developer. Another option would be to split the design and construction cost into two fiscal years. The third option is to secure backup from the Town in the event unanticipated costs are encountered.

PR: I'm concerned about just getting into February and already having concern raised about the budget that was just recently adopted. MA: The changes to the project scope were identified in late 2020 after the budget had already been finalized. The Board's decision to shift focus from the full Alley Design helped, but there is still a $37,000 difference in what was originally budgeted and the cost estimate from Ditesco.

DK: I'm in favor of moving forward. We can look at shifting funds from other line items to cover the expense. If this is a matter of cashflow, if we're getting near the end of the fiscal year and need assistance, we may be able to defer payments until next fiscal year. HW: I'm also in favor of moving forward. PR: I'm in favor of moving forward.

MA: Requested clarification on moving forward with Ditesco or waiting for Backlot developer to be selected and involved? DK: Move forward. (Group indicated to move forward without waiting for selection/involvement from the Backlot developer.)

MA: We will get with Ditesco to present the updated/revised contract to the board, potentially at a special meeting.

J. Executive Director's Report – M. Ashby

K. COMMUNICATIONS & NEWS:

1. National Main Street Conference – Registration Open

MA: Provided update on availability of training grant to pay for registrations. Board members should contact Matt if interested in attending.

L. Adjourn 9:15AM

Motion to Adjourn, DB, Second HW. Approved unanimously.

Note: Double Underlined items indicate attachments.

BOARD OF DIRECTORS SPECIAL MEETING
February 23, 2021 - 5:30 PM – 10:00PM
Town Board Chambers, 301 Walnut Street, Windsor, CO 80550
VIA ZOOM

Minutes

Attendance: Dan Stauss, Jim Cosner, Brent Phinney, Dean Koehler, Heidi Washburn, Dan Brunk. **Staff:** Matt Ashby, Josh Liley, Mike Scholl.

A. CALL TO ORDER

1. Roll Call

2. Review of Agenda by the Board and Addition of Items of New Business to the Agenda for Consideration – **Motion to approve agenda as presented. BP, Second DK. Approved Unanimously.**

B. EXECUTIVE SESSION

A Joint Executive Session with the Town Board of the Town of Windsor Pursuant to C.R.S. § 24-6-402 (4)(e)(I) for the Purpose of Determining Positions Relative to Matters that may be Subject to Negotiations; Developing Strategy for Negotiations; and Instructing Negotiators with Respect to the Backlots Project.

Motion to enter into executive session: BP, Second DB. 5:45PM. Approved Unanimously.

Motion to close executive session: BP, Second DK. 9:25PM. Approved Unanimously.

C. ADJOURN

Meeting adjorned at 9:26PM.

DDA - Report of Bills

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

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

Date Range: 01/01/2021 - 02/28/2021
Systems: 'AP'

Check No.	Vendor/Employee	Transaction Description	Date
Fund: 19 DOWNTOWN DEVELOPMENT AUTHORI			
Department: 486 DOWNTOWN DEVELOPMENT AU			
97558	NATIONAL INSPECTION SERVICES	AMEND PHASE 1 ESA REPORT; ADD PARCEL 414A MAIN ST	01/29/2021
97563	COSNER HOLDINGS LLC	Q1-Q2 OFFICE LEASE - DDA	01/29/2021
97570	XCEL ENERGY	XCEL BILL - DDA - 12/23/20 - 01/26/21	02/05/2021
97720	LILEY LAW OFFICES LLC	DDA PROFESSIONAL SERVICES	02/12/2021
97721	AYRES ASSOCIATES INC	ELF HUNT WINNER GIFT CERTIFICATES	02/12/2021
97739	NEUMARK COMMERCIAL BUILDERS LLC	FINAL BILLING 512 ASH STREET 20-011	02/12/2021
97910	STEPHEN P DINARDO	PROFESSIONAL SERVICES AGREEMENT - DDA	02/19/2021
		Total for Department: 486 DOWNTOWN DEVELOP	
		Total for Fund:19 DOWNTOWN DEVELOPMENT A	

Grand Total

Amount
400.00
1,800.00
20.80
10,900.00
14,068.18
3,000.00
8,000.00
38,188.98
38,188.98

38,188.98

EXCLUSIVE NEGOTIATION AGREEMENT AND LETTER OF INTENT

THIS EXCLUSIVE NEGOTIATION AGREEMENT AND LETTER OF INTENT ("Agreement") is dated [date], 2021, and is between and among THE TOWN OF WINDSOR, a Colorado home rule municipal corporation ("Town"), the WINDSOR, COLORADO, DOWNTOWN DEVELOPMENT AUTHORITY, a body corporate and politic ("DDA"), and TRIBE, LLC, a Colorado limited liability company ("Tribe").

A. RECITALS

(1) The Town is the owner of certain real property located and described as "Town Property" in the attached **Exhibit A**, incorporated herein by this reference as if set forth fully.

(2) The DDA is the owner of certain real property located and described as "DDA Property" in Exhibit A.

(3) The Town and the DDA are joint owners of certain real property located and described as the "4th Street Property" in Exhibit A.

(4) Tribe is in the business of real estate development, and has expressed interest in establishing an overall development plan which might include all or portions of the Town Property, the DDA Property and the 4th Street Property (collectively, "Backlots"), as well as other property yet-to-be-acquired by the one or more of the parties.

(5) The parties desire to express their intention to continue discussions directed at arriving at complete redevelopment plan for the Backlots, and to assure one another that these discussions will be confined exclusively to the parties who are identified herein.

(6) The undertakings of the parties set forth herein regarding establishment of a complete redevelopment plan for the Backlots shall not be legally-enforceable unless and until each of the parties takes all necessary steps to enter into a future binding contract containing specific expectations for redevelopment of the Backlots. Through Section B, the parties desire to lay out their intentions for groundwork, negotiations and ultimately, establishment of binding terms by future separate instrument. Section B of this Agreement is specifically non-binding and not intended to give rise to legally-enforceable obligations, remedies, damages and further relief.
,

(7) Although the parties intend for Section B of this Agreement to be non-binding, the parties acknowledge that in order to effectuate the purpose of Section B, the parties have made covenants, representations and promises in Section C of this Agreement which the parties intend to be enforceable. The parties specifically agree that all terms and conditions contained in Section C of this Agreement shall be binding in nature.

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B. NON-BINDING LETTER OF INTENT

(1) **Proposal Not Binding**. In response to the DDA's Request for Expressions of Interest ("RFEI"), Tribe presented its proposal for redevelopment of the Backlots ("Proposal"). The parties agree that the Proposal is conceptual only, is not a development plan, is not binding on Tribe and has not been accepted by the Town or DDA. The parties acknowledge that the efforts anticipated under this Agreement will produce a mutually-acceptable redevelopment plan ("Redevelopment Plan") which, when approved by all parties, will serve as the model for development of the Backlots.

(2) **Proposal Informative**. The Proposal contains elements which are informative of what the parties intend will be refined into one or more elements (collectively, "Project"), however the Project may differ substantially from the Proposal.

(3) **Proposal Concepts**. The Proposal contains the following conceptual components:

(a) One or more full-day facilitated workshops to explore shared goals and vision for the Project.

(b) Establishment of a visioning document to serve as the roadmap generally agreed upon by the parties.

(c) Establishment of a conceptual master development plan that will include some or all of the following:

i. Multifamily rental units;

ii. Retail/services/food & beverage;

iii. Limited-stay hotel;

iv. Highly-programmed public spaces;

v. Parking solutions, parking structure options;

vi. A clear plan to identify any additional parcels for acquisition that could maximize Project potential.

vii. Establishing a preliminary financial analysis including an estimate of total development cost, projected public improvements and anticipated need for public participation.

(4) **Incorporation of Town Property and Additional Terms**. The parties understand that the Town intends to incorporate the Town Property into the Project, as part of an integrated whole, in order to facilitate the Project. The Town's contribution to the Project

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may include the conveyance of the Town Property, waiving governmental fees, and other monetary assistance ("Town Contribution"). The terms and conditions of the Town Contribution will be refined prior to establishment of the final Redevelopment Plan.

(5) **Incorporation of DDA Property**. The parties understand that the DDA intends to incorporate the DDA Property into the Project as part of an integrated whole, in order to facilitate the Project. The DDA's contribution to the Project may include the conveyance of the DDA Property, waiving governmental fees, and other monetary assistance ("DDA Contribution"). The terms and conditions of the DDA Contribution will be refined prior to establishment of the final Redevelopment Plan.

(6) **Incorporation of 4th Street Property**. The parties understand that the Town and DDA intend to incorporate the 4th Street Property into the Project as part of an integrated whole, in order to facilitate the Project. The terms and conditions of the incorporation of the 4th Street Property will be refined prior to establishment of the final Redevelopment Plan.

C. BINDING TERMS AND CONDITIONS OF AGREEMENT

(1) **Due Diligence and Concept Exploration by Tribe**. For a period beginning April 15, 2021, and expiring on July 14, 2021 (the "Tribe Due Diligence Period"), Tribe will undertake the following activity in accordance with the following timeline:

a. The first thirty (30) days of the Tribe Diligence Period will consist of:

(i) Reviewing code and process requirements;
(ii) Preliminary meetings with staff to discuss public participation;
(iii) Commission market reports and any additional studies;
(iv) Completing a shared visioning workshop specific to each of the Town- and DDA-owned parcels.

b. The middle thirty (30) days of the Tribe Diligence Period will consist of:
(i) Continued review of results of first thirty (30) days' outcomes;
(ii) Creation of a preliminary financial model;
(iii) Reviewing financing options;
(iv) Development of a conceptual master plan and detailed project schedule;
(v) Public Open House(s).

c. The final thirty (30) days of the Tribe Diligence Period will consist of:

(i) Review the outcomes of the first two 30-day periods;
(ii) Finalize a conceptual master plan;
(iii) Create a preliminary timeline for the project.

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d. Upon completion of each of the above 30-day phases, Tribe will evaluate data, revise assumptions and modeling, and prepare one or more reports to the Town and DDA on status and viability of the Project and its components.

(2) **Negotiation Period**.

a. Negotiation Period. The Parties agree that the Town and the DDA shall have the right, at their sole discretion, to extend the term of this Agreement for an additional 60-day period, beginning on July 15, 2021, and expiring on September 13, 2021(the "Negotiation Period"), by giving notice of such extension to Tribe prior to expiration of the Tribe Due Diligence Period. The Town and the DDA hereby authorize their respective authorized representatives (designated in Sections C(4)(d) and C(5)(d) below) to issue such notice on behalf of the Town and the DDA, upon the mutual agreement of such authorized representatives that such notice should be given. During the Negotiation Period, the Parties will negotiate exclusively and in good faith with one another in an effort to establish the final Redevelopment Plan and an agreement for its implementation ("Redevelopment Plan Agreement"). The Negotiation Period may be extended only by written amendment of this Agreement authorized and executed by the Parties, and approved by the governing boards of both the Town and the DDA.

(3) **Tribe Covenants, Representations**. Tribe makes the following representations:

(a) Tribe has expressed an interest in exploring redevelopment opportunities in the Backlots.

(b) Tribe understands and acknowledges that the Backlots are subject to various legal limitations, including adopted planning documents, the Town's zoning code, downtown corridor requirements and restrictions of record. The Parties will jointly seek reasonable modifications to any such requirements that may be required by the terms of the Redevelopment Plan Agreement, as agreed upon by the Parties.

(c) Tribe hereby certifies to the best of its actual knowledge that it possesses the legal capacity and the ability to obtain adequate financing to develop the Backlots as contemplated in the Proposal. Subject to normal financing contingencies, market conditions and lender's due diligence, Tribe knows of no reason that will preclude it from obtaining adequate financing, so long as the final Redevelopment Plan does not depart materially from the Proposal.

(d) Prior to execution of a binding agreement to implement the final Redevelopment Plan, Tribe will disclose to the Town and DDA its principals, officers, stockholders, partners, joint venturers, members, guarantors, and other persons interested in the Project who will be involved in ownership of any special purpose entity or entities that will develop, own and operate the Backlots and improvements located thereon. The ownership composition of these entities has not been finalized.

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(e) As part of Tribe's obligations under this Agreement, Tribe shall reasonably cooperate with the Town and DDA, and their advisors, consultants and staffs to achieve the establishment of the final Redevelopment Plan within the time parameters set forth above.

(f) Tribe shall submit to the Town and DDA periodic reports as reasonably requested by the Town and DDA regarding the progress of studies, reports, plans, designs and other activities that affect the establishment of the final Redevelopment Plan. Reports provided by Tribe during scheduled meetings shall satisfy this requirement.

(g) Tribe shall at its own expense provide the professional services necessary to complete final Redevelopment Plan in a form reasonably satisfactory to the Town and DDA.

(h) To the extent reasonably necessary to finalize the Redevelopment Plan, Tribe shall provide tenant commitment(s) for future users of structures proposed in the Redevelopment Plan. Tribe agrees to provide comparable market data to the Town and DDA in an effort to verify market rates.

(i) To the extent reasonably necessary to finalize the Redevelopment Plan, Tribe shall provide market studies that demonstrate retail and housing demand in Northern Colorado.

(j) At its own expense, Tribe shall complete site design and conceptual design renderings for the Project in a form reasonably acceptable to the Town and DDA.

(k) Tribe designates Ashley Stiles, or designated alternate, to serve as its authorized representative with respect to its performance under this Agreement.

(l) For purposes of this Article as applicable, Tribe's Actual Knowledge or any variation thereof means the actual knowledge, after investigation, of Ashley Stiles.

(4) **Town Covenants, Representations**. The Town makes the following representations:

(a) To the extent reasonably necessary to assist Tribe in the completion of the Development Plan, the Town shall provide any current and future Backlot site data available to or in the possession of the Town, including maps and surveys, utility and parcel maps, and title work on those portions of the Town Property to be incorporated into the Project.

(b) To the extent reasonably necessary to assist Tribe in the completion of the Redevelopment Plan, the Town shall provide Tribe with access to and assistance of the Town's development review team.

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(c) Should the Town acquire additional property contiguous to the Backlots, the Town will consider making such property available for development under the Redevelopment Plan.

(d) The Town designates Shane Hale as its authorized representative with respect to its performance under this Agreement.

(e) It the necessary power and authority to enter into this Agreement, to otherwise perform its obligations hereunder without the consent of any other person or entity and the individual signing this Agreement on behalf of Town has been duly authorized to do so.

(f) It is the sole legal and equitable owner of record and in fact of good and marketable fee simple title to the Town Property and its joint interest in the 4th Street Property.

(g) To the Town's actual knowledge, there is not pending or threatened, any litigation, proceeding or investigation relating to the Town Property or the 4th Street Property, or Town's title thereto, or that would affect Town's ability to perform its obligations under this Agreement, or that would affect its ability to execute the Redevelopment Plan Agreement.

(h) The Town has not entered into any other agreement or made any other representations or commitments, whether verbal or in writing, to any other prospective developer, concerning the development of the Backlots.

(i) In the event negotiations do not result in a Redevelopment Plan Agreement, all studies, reports, concept plans, construction drawings, engineering plans, proposed site plans, *pro-formas*, budgeting materials, and other documents created or prepared by Tribe, its agents and affiliates related to the Project ("Project Work Product"), shall remain the work product of Tribe. The Town will not itself use the Project Work Product, or in partnership with the DDA or a third-party developer in connection with any further proposed development of the Backlots. The foregoing notwithstanding, the Town, the DDA or any subsequent third-party developer may utilize the same or similar concepts for the proposed development of the Backlots as proposed by Tribe, provided that such concepts are the result of independent work product of parties other than Tribe and do not depend upon the Project Work Product.

(5) **DDA Covenants, Representations**. The DDA makes the following representations:

(a) To the extent reasonably necessary to assist Tribe in the completion of the Redevelopment Plan, the DDA shall provide any current and future Backlot site data available to or in the possession of the DDA, including maps and surveys, utility and parcel maps, and title work on those portions of the DDA Property to be incorporated into the Project.

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(b) To the extent reasonably necessary to assist Tribe in the completion of the Redevelopment Plan, the DDA shall provide Tribe with access to and assistance of the DDA's Backlots development team.

(c) Should the DDA acquire additional property contiguous to the Backlots, the DDA will consider making such property available for development under the Redevelopment Plan.

(d) The DDA designates Matt Ashby as its authorized representative with respect to its performance under this Agreement.

(e) It has the necessary power and authority to enter into this Agreement, to otherwise perform its obligations hereunder without the consent of any other person or entity and the individual signing this Agreement on behalf of the DDA has been duly authorized to do so.

(f) It is the sole legal and equitable owner of record and in fact of good and marketable fee simple title to the surface of the DDA Property and its joint interest in the 4th Street Property.

(g) To the DDA's actual knowledge, there is not pending or threatened, any litigation, proceeding or investigation relating to surface rights of the DDA Property and the DDA's joint interest in the 4th Street Property, or DDA's title thereto, or that would affect DDA's ability to perform its obligations under this Agreement, or that would affect its ability to execute the Redevelopment Plan Agreement.

(h) The DDA has not entered into any other agreement or made any other representations or commitments, whether verbal or in writing, to any other prospective developer, concerning the development of the Backlots.

(i) In the event negotiations do not result in a Redevelopment Plan Agreement, all studies, reports, concept plans, construction drawings, engineering plans, proposed site plans, *pro-formas*, budgeting materials, and other documents created or prepared by Tribe, its agents and affiliates related to the Project ("Project Work Product"), shall remain the work product of Tribe. The DDA will not use the Project Work Product in connection with any further proposed development of the Backlots by the DDA itself or in partnership with the Town or a third-party developer. The foregoing notwithstanding, the DDA, the Town or any subsequent third-party developer may have the same or similar concepts for the proposed development of the Backlots as proposed by Tribe, provided that such concepts are the result of independent work product of parties other than Tribe and do not depend upon the Project Work Product.

(6) **Mutual Duties, Commitments**. The Town, DDA and Tribe each commit to developing the following additional concepts in conjunction with establishment of the final Redevelopment Plan:

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(a) A summary term sheet describing the terms and conditions of the Redevelopment Plan, sufficient to identify the undertakings of each party necessary to facilitate the Redevelopment Plan.

(b) A draft Redevelopment Plan Agreement for review and consideration of the respective parties' decision-making bodies (*i.e.*, Town Board, DDA Board of Directors, Tribe principals).

(c) Subject to further revision as the Redevelopment Plan evolves, a Project budget and development finance *pro-forma* sufficient to inform the parties of financial arrangements necessary to carry out the Redevelopment Plan.

(7) **Tribe Access to Backlot property**.

(a) To the extent necessary to establish the final Redevelopment Plan, Tribe and its employees, agents or contractors may enter upon the Backlots for the purpose of inspections or conducting necessary tests, investigations, studies, audits, surveys and reviews and sampling from the Backlots.

(b) Within a commercially reasonable time after such entry onto the Backlots, Tribe shall restore the property to substantially the same condition it was in prior to such entry.

(c) Tribe shall indemnify and hold harmless the Town and DDA, their respective governing boards, employees, agents, consultants, insurance provider and attorneys for any loss, damage or claims of any loss or damage, including reasonable attorney and other legal fees, resulting from or arising out of any such entry, tests, samples and surveys. Tribe shall not permit any lien claims to burden the Backlots.

(8) **Indemnification**. Tribe shall indemnify and hold harmless the Town and DDA, their respective officials, officers, employees, agents, and insurance provider for and against any loss, damage, or claims of any loss or damage, including reasonable attorney and other legal fees, resulting from or arising out of any action, representation, commitment or activity of the Developer in connection with the establishment of the final Redevelopment Plan.

(9) **No Assignment**. This Agreement may not be assigned, in whole or in part, by any Party without the prior written consent of all other Parties. The Town and DDA recognize that Tribe may form separate, special purpose entity(ies) to develop, own and operate property and improvements within the Project, and that assignments may be required in connection with such activities. The terms applicable to any such assignments shall be addressed in the Redevelopment Plan Agreement.

(10) **Town and DDA Not Liable for Tribe Undertakings**. The Town and DDA shall not be liable for any fees or costs, including real estate commissions or brokerage fees, or

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costs of studies, reports, or other documents that may arise out of Tribe's performance of this Agreement.

(11) **Town and DDA Not a Partner**. Notwithstanding any language in this Agreement or any other representation or warranty to the contrary, the Town and DDA shall not be deemed to be a partner or joint venturer of Tribe or any operator or manager of the Project, nor shall the Town or DDA be responsible for any debt of Tribe, nor any proceeds from the Project.

(12) **Defaults, Remedies**. Upon a default by any party following notice and an opportunity to cure the default within twenty (20) days of such notice, the following remedies shall apply:

(a) If Tribe fails to substantially observe or perform any covenant, obligation or agreement required under this Agreement, the Town and DDA shall have the right to cancel and rescind this Agreement and seek remedies available to them at law or in equity. Notwithstanding anything to the contrary contained herein, the Town and DDA shall be responsible for bearing all of their respective costs and expenses, direct or indirect, in connection with this Agreement.

(b) If the Town or DDA fail to substantially observe or perform any covenant, obligation or agreement required under this Agreement, Tribe shall be entitled to cancel and rescind this Agreement and except as provided below, Tribe shall not be entitled to any other legal or administrative remedy, action or proceeding including, without limitation, the right to seek damages, specific performance, or to seek any other right or remedy at law or in equity. Notwithstanding the foregoing, in the event of a breach by the Town of the covenants, representations and warranties set forth in Section 3(f) through (h) inclusive, or a breach by the DDA of the covenants, representations and warranties set forth in Section 4(f) through (h) inclusive, Tribe may seek remedies available to them at law or in equity including but not limited to monetary damages. Tribe shall be responsible for bearing all of its costs and expenses, direct or indirect, in connection with this Agreement.

(13) **No Other Rights or Remedies**. Notwithstanding any language in the Agreement or any other agreement, document or communication to the contrary, the Project shall not be deemed accepted by the parties until the final Redevelopment Plan and Redevelopment Plan Agreement are executed by all parties. The rights and remedies of the parties are specifically limited to those set forth in this Agreement and, except as provided herein, no rights to specific enforcement or in the nature of equitable conversion will be deemed to have been created with respect to the Project, the Property or otherwise. Further, no Town Board or DDA Board member, employee, agent, consultant, underwriter, insurance provider, or attorney of the Town or DDA shall be personally liable to Tribe under this Agreement or in the event of any default or breach by the Town or DDA under this Agreement. No member, manager, employee, agent, consultant, underwriter, insurance provider, or attorney of the Tribe, or any of its affiliates, shall be

DRAFT

personally liable to the Town or DDA under this Agreement or in the event of any default or breach by the Tribe under this Agreement

(14) **Notices**. A notice or demand under this Agreement by any Party any other(s) shall be in writing and sufficiently given if delivered in person or via overnight courier service with guaranteed next-day delivery or by certified mail, return receipt required, postage prepaid, addressed as follows:

To the Town:

Town Manager, Town of Windsor
301 Walnut Street
Windsor, CO 80550

Copy to:

Town Attorney, Town of Windsor
301 Walnut Street
Windsor, CO 80550

Town Clerk, Town of Windsor
301 Walnut Street
Windsor, CO 80550

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To the DDA:	With copy to:
Executive Director Windsor Downtown Development Authority 301 Walnut Street Windsor, CO 80550	Liley Law, LLC Joshua Liley, Esq. 2627 Redwing Road, Ste. 342 Fort Collins, CO 80526
To Tribe:	With copy to:
[Tribe address, contact]	[Tribe lawyers, if desired]

(15) **Confidentiality, Public Meetings, Public Records**. Tribe recognizes that the Town and the DDA are public entities, subject to the Colorado Open Meetings Act ("COMA") and the Colorado Open Records Act ("CORA"). To the extent that Tribe conspicuously identifies a communication or document as *CONFIDENTIAL*, the Town and the DDA will take the following steps in response to any such communication or document(s):

(a) If available in good faith under any legal theory, the Town Board and DDA Board of Directors will only review such communication or document(s) in a confidential setting, such as an executive session as permitted by law.

(b) If available in good faith under any legal theory, the Town and DDA will deny inspection of such communication or document(s) as trade secrets or confidential under § 24-72-204 (3) (a) (IV), C.R.S.

(c) The Town will in good faith defend any suit brought under CORA or COMA in support of its denial.

(d) The DDA will in good faith defend any suit brought under CORA or COMA in support of its denial.

Tribe will indemnify and reimburse the Town and the DDA for all legal and staff expenses in defense of confidentiality under this Section, and will indemnify the Town and the DDA for any judgment awarded in conjunction with its defense, including attorney fees and penalties.

Neither the Town nor DDA make any promises or guarantees that communications and documents marked as confidential will, in fact, be shielded from public review following court proceedings under COMA or CORA.

(16) **Applicable Law and Venue**. The laws of the State of Colorado shall govern the interpretation and enforcement of this Agreement and exclusive venue shall be in the Weld County District Court.

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WHEREAS, the parties have executed this Agreement on the date first appearing above.

TOWN OF WINDSOR	Approved as to form:
_____	_____
Paul Rennemeyer, Mayor	Ian D. McCargar, Town Attorney
WINDSOR, COLORADO, DOWNTOWN DEVELOPMENT AUTHORITY	ATTEST:
_____	_____
Dan Stauss, Chair	Dean Koehler, Secretary
TRIBE CAPITAL, LLC	Approved as to form:
_____	_____
[Tribe signatory, title]	[Trible counsel, if desired]

DRAFT

Stephen P. Di Nardo
Business Consulting
Project Management

3733 South Ensenada Street
Aurora, CO 80213
(303) 955-6016 Office
(303) 478-6203 Cell spdinardo@comcast.net - email

March 12, 2021

Mike Scholl
Ayers Associates Inc

RE: 512 Ash Street Abatement and Demolition

PROGRESS REPORT #7

Progress and completed and in process items

- Structural demolition is 100% complete.
- Final Site walk completed and approved.
- Hudspeth has demobilized from the site.
- Change Order for additional environmental oversite by Century Environmental completed and submitted. To be paid from the contingency fees returned by Hudspeth.

Problems / Changes / Potential schedule delays

- There were unforeseen 4 footers unearthed during the foundation demolition that were left over from a previous building. The footers were removed at no additional cost and backfilled with concrete base. This impression, although level, will deteriorate in time and will require more effective site stabilization.

Plans Week 8

- Complete Hudspeth close out books by 3/19/21.
- Final site walk scheduled for 3/9/21 @ 9:30AM
- Hudspeth final billing to be submitted by end of month.
- DiNardo final report to be submitted by 2/23/21.

Items requiring COL assistance and Follow up

- None currently

Attachments

- Project Action Items

Thru Lot Status – Updated Project Cost Summary

Following the DDA Board discussion in February, staff met with representatives from Ditesco to work on looking at refining the scope and to find cost efficiencies. Staff negotiated with Ditesco to lower their billable costs along with their subconsultants. Additionally, we looked at ways to right-size the services to reduce the overall costs. Taking a hard look at the numbers, we were able to identify savings by shifting cost components into future phases, which would allow developer cost participation as designs on the Backlots progresses. Additionally, several of the furnishing elements are able to be funded through grants, so we will be working to provide those elements from other sources. Any elements that cannot be funded via grants could be paid out of the DDA Miscellaneous line item.

The current scope of work from Ditesco includes completing construction drawings focusing solely on the Thru Lot, with Add Alternates for Bidding Assistance and Construction Management. Staff are working with Town Staff to identify if any of these Add Alternates could be completed by the Town. The revised professional services contract from Ditesco is $65,300, including both Alternates.

REVISED COST TABLE (March 2021):

THRU LOT CONSTRUCTION ESTIMATE (Ditesco)	
Construction	$278,591.00
ROW/Land/Easements	$3,000.00
Professional Services	$65,300.00
Legal	$6,000.00
Permits & Tap Fees	$18,000.00
Materials Testing	$2,500
DDA Miscellaneous	$5,000.00
Contingency	$35,000.00
Total Estimate	**$413,391**

For Fiscal Year 2021, the DDA originally budgeted for $162,000 for the full alley design to be completed, along with $300,000 for the construction of the Thru Lot reflecting early estimates from Ditesco/Russell Mills. Based on the revised budget, this leaves the DDA well within budget to absorb contingencies. The total amount budgeted for Thru Lot and Alley ($462,000) less the current estimate ($413,391) would leave $48,609 for reallocation to other budget expenditures.

Considering the revised project budget, staff recommend approval of the Ditesco professional services contract, including the Add Alternates for Bidding Assistance and Construction Management.

2133 S. Timberline Road, Suite 110
Fort Collins, CO 80525
ditescoservices.com

Delivery by email to:
director@windsordda.com

March 4, 2021

Matt Ashby, AICP CUD
Executive Director
Windsor Downtown Development Authority

RE: Downtown Alleyway Improvements
Engineering Design Proposal – Through-lot Design

Dear Matt:

Thank you for giving Ditesco the opportunity to provide additional engineering services for the Windsor Downtown Alleyway Improvements project. Our attached scope of services includes advancement of the 30% Conceptual Design to full design documents of the alleyway through-lot.

The intent of this design proposal is to extend design services from 30% Conceptual Design to Issue for Construction (IFC) documents of only the through-lot. The DDA Board plans to utilize this project to promote the project, and spur excitement within the community. We expect the design phase to include advancement of design concepts through review and allocation of space, utility condition assessment and utility plan, and engineering design. We expect the design phase will span from April 2021 through May 2021.

Following a scope review meeting on March 1, 2021, we have included proposed fee estimates for Bidding and Construction Management services, as alternates. This information has been included in a separate Exhibit B.

Thank you again for this opportunity. Our firm is built around successful relationships, successful projects and successful outcomes.

Please let me know if you have any questions or require further information regarding this proposal, I can be reached by phone at 970.690.1889 and email jill.burrell@ditescoservices.com.

Sincerely,

Jill Burrell, P.E.

Enc. scope of services

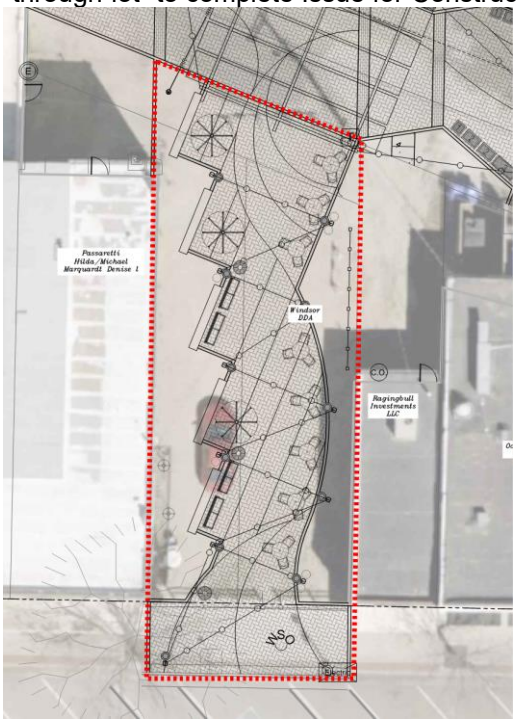
Cc: Keith Meyer – Principal
file

Exhibit A
Windsor Downtown Alleyway Improvements
Through-Lot Design Services
Scope of Services

Project Understanding

The Windsor Downtown Development Authority (DDA) is planning a full-scale renovation of the alleyway spanning from 5th Street to Main Street in downtown Windsor. The project is aimed at creating an urban space that can support all modes of transportation, business use and create a sense of place connecting proposed development along the railway tracks spanning from 7th Street to Main Street. The project is targeting a construction budget of $1.8 million.

Previously, our scope of services was to provide engineering design; urban design, public/stakeholder outreach, utility engineering and drainage design and lighting design to an approximately complete 30% level. This scope of work was completed in November 2020. Following the initial design phase, the DDA Board has requested a scope of services to advance the alleyway "through-lot" to complete Issue for Construction documents.



With this revised proposal, our team will advance the through-lot design to full Issue for Construction (IFC) documents, including construction drawings and specifications. The DDA Board will continue the coordination with Xcel Energy, to coordinate moving all overhead power to underground system. This design effort will continue assuming that undergrounding effort will be completed concurrently with or prior to the construction of the through-lot improvements.

Phase: Concept Design

Complete in November 2020.

Phase: Design

- Our team will prepare lighting design concepts that will enhance the placemaking experience. We expect these lighting concepts to have full lighting controls. Our team will finalize product selections for urban design elements, lighting, and placemaking elements.

- Our team will prepare urban design plans that show materials, site amenities, textures, space allocation and landscaping.

- We will modify the drainage memorandum previously submitted to the Town of Windsor (Town). The drainage memo will summarize drainage routing, basin delineation and design storm flows related to the existing conditions and proposed design improvements. This drainage memo will be specific to the through-lot area only, and will note future build-out of the full backlot alleyway will be completed at a later time. We will submit this drainage memorandum to the Town for their review. Per pervious discussions with the Town, this drainage memo will address the improvements occurring during the first phase and assumptions made for future development along the north side of the alley.

- Ditesco will provide 95% design drawings for the through-lot project including:

    - Cover
    - General Notes (1 sheet)
    - Site Layout/Control (1 sheets)
    - Existing Conditions/Demolition (1 sheets)
    - Site Plans (1 sheets)
    - Grading Plans (1 sheets)
    - Utility Design (1 sheets)
    - Urban Design (2-3 sheets)
    - Landscaping and Planting Plans (2 sheets)
    - Irrigation Sheets (2 sheets)
    - Lighting Design Sheets (2 sheets)
    - Subsurface Utility Engineering (SUE) (4 sheets)
    - Details (4-6 sheets)
    - **Total Sheet Count: Approx. 22-25 sheets**

- Our design plans will cover the through-lot, between Main Street and the north side of the through-lot at the future connection to the backlot alley, as shown in the image, above.

- Ditesco will incorporate final feedback from the DDA into the 95% design drawings and provide a final stamped IFC set of contract documents to the DDA.

- Ditesco will prepare and finalize CSI formatted technical specifications for review by the DDA. We will finalize project specifications, and prepare Division 01 specifications to accommodate the construction of the thru-lot portion of the work. It is anticipated the Town of Windsor will complete the front-end bidding documents for this project.

- Ditesco will attend design phase meetings with DDA staff as needed. For these meetings, we will prepare meeting agendas, hand out information and meeting minutes. We have assumed bi-weekly meetings, totally four (4) design meetings.

- Ditesco will prepare a Class 5 level cost estimate based on the final design plans.

Deliverables:

- Expected Deliverables and Format:
    - Issue for Construction concept plan set in both PDF format and digital (AutoCAD Civil 3D ver. 2018)
    - Technical Specifications in PDF format (CSI Division)
    - Drainage memorandum in PDF format
    - Construction Cost Estimate (Class 5) in PDF and Excel formats
    - Subsurface utility engineering plan (Level A or B) in PDF format
    - Meetings: Agendas, Meeting Minutes, in PDF format

Schedule

The anticipated schedule is as follows.

Design:	April-May 2021
Bidding:	Not included
Construction:	Not included

Fee Estimate

We have based our fee estimate on the following assumptions.

- Design schedule is two months – April and May 2021
- Design and programming elements outside of through-lot are not included in this phase and will be completed in a future phase.
- Light Pole foundation design will be a deferred design, by the manufacturer.
- Electrical, landscape, and irrigation design is specific to the through-lot only and build-out to the future alleyway is not included in this design effort.
- Space accommodations will be made for future installation of the center focal-point structure, but the structure design will not be completed as part of this phase.

It is anticipated the following elements will be completed by the Windsor DDA and Town of Windsor:

- Coordination and design with Xcel Energy
- All public-outreach associated with the project
- Front-end document creation
- Bid Management
- Construction Administration

Designated Subconsultants

- Russell+Mills – urban and landscape design
- Mazzetti – Lighting and Electrical design
- Aqua Engineering – Irrigation design

Total Estimated Fee: **$38,755.00**

A detailed task breakdown is included. Please find this on page 6 of this scope of work proposal.

The fee shown above is to be billed on a time and material basis based on the rates shown in the table on page 5 and 6 of this proposal. All reimbursable expenses will be billed at direct cost.

ditesco
Project & Construction Services

Ditesco
2020 Wage Rate Schedule

Principal:	$130.00 – $154.00 per hour
Project Manager:	$110.00 - $139.00 per hour
Associate Project Manager	$110.00 - $124.00 per hour
Project Engineer:	$95.00 - $120.00 per hour
Construction Manager/Resident Engineer:	$112.00 - $132.00 per hour
CAD Design:	$67.00 - $88.00per hour
Administrative:	$57.00 - $69.00 per hour
Mileage Reimbursement:	IRS Rate
Subconsultant Markup	None
All other costs at direct expense	
Terms	30 days net

ditesco
Project & Construction Services

Windsor DDA

Alleyway Improvements Thru-Lot

3/3/2021

Phase/Task Description	Ditesco					Russell + Mills	Task Total	Comments
	Keith Meyer	Jill Burrell	Kelsey Petersen	Rhonda Bunner	Amber Fisher			
	Principal (hrs)	Project Manager (hrs)	Design Engineer (hrs)	CAD Design (hrs)	Admin (hrs)			
	$145	$125	$115	$82	$65			
Project Management							**$3,103**	
PM 1.1 - Contract Management (2 add. Months)	0	2	0	0	2		$380	
CM 1.4 - Document Management	0	5	0	0	0		$563	
PM 1.2 - Meetings/Correspondence (Design Mtgs - 2 months)	0	9	9	0	0		$2,160	includes minutes
Design - 100% Drawings							**$35,080**	
PE 1.1 - Design								
Field Investigation	0	0	0	0	0		$0	
Utility Locating/Coordination with Town & Xcel	0	1	3	2	0		$634	Minor high-level coordination
Topographic Surveying	0	0	0	0	0		$0	King Survey completed in previous phase
Civil Engineering Design								
Detailed Grading	0	4	4	8	0		$1,616	
Utility Design	0	2	4	8	0		$1,366	
Drainage Memo	0	8	12	0	0		$2,380	Revised drainage memo for through-lot
Details	0	2	4	8	0		$1,366	
Urban Design	0	4	4	0	0	$20,500	$21,460	
Public Outreach (by DDA)	0	0	0	0	0		$0	Not included - by DDA
Specifications	0	2	6	0	0		$940	Front End Documents by Town of Windsor
Internal QA/QC	4	6	4	6	0		$2,282	
Review Meeting with DDA	0	2	2	0	0		$480	
Final Drawing Modifications	0	2	6	8	0		$1,596	
Cost Estimate - Class 3	0	4	4	0	0		$960	
Other direct costs (mileage, reproduction, etc)							**$573**	
Work Effort Subtotal	**4**	**53**	**62**	**40**	**2**		**$38,183**	
ODCs							**$573**	
Cost per labor category	**$580.00**	**$6,562.50**	**$7,130.00**	**$3,280.00**	**$130.00**	**$20,500.00**		
Effort (days)	**1**	**7**	**8**	**5**	**0**			
Effort (weeks)	**0**	**1**	**2**	**1**	**0**			
Hours per day	**0.1**	**1.1**	**1.2**	**0.8**	**0.0**			

Total Fee	**$38,755**

Assumptions:

- Assume 2-month design phase (April & May 2021)
- Bidding & Construction Administration services are not included
- Assumes all public outreach will be completed by Town of Windsor/Windsor DDA

Exhibit B
Windsor Downtown Alleyway Improvements
Through-Lot Bidding & Construction Management Services
Scope of Services

Ditesco is providing the following scope of work summaries, for bidding and construction management, for consideration by the DDA.

Phase: Bidding – Add Alternative 1

- We will assist the DDA staff in preparing and finalizing bid documents for solicitation of a contractor for the thru-lot construction. This will likely include a prequalification statement, invitation to bid/advertisement, supplementary conditions, and construction agreement.

- Ditesco will attend the pre-bid meeting and coordinate responses to contractor questions and prepare addenda, as necessary.

- It is anticipated this project will be a design-bid-build delivery with the lowest qualified bidder awarded the contract. Ditesco will attend the bid opening and complete contractor reference checks of the apparent low and successful bidder. We will recommend award providing our detailed qualifications review to the DDA, as needed.

Phase: Construction – Add Alternative 2

- During the construction phase, we will setup and provide access to document management site for use during construction (Procore) housed on our servers for contractor access and utilization. This site will manage all construction phase communications including submittal review, RFIs, meeting minutes, test results, correspondence and reports.
- Our staff will coordinate, attend and document one pre-construction meeting.
- We will provide for a detailed review of the contractor's schedule. We will ensure a logical, defined CPM schedule is established with an overall baseline for progress measurement.
- We will conduct weekly progress meetings on site with the general contractor and their subcontractors. We will provide meeting notes for all meetings.
- We will review and recommend approval of pay applications to the DDA, review and manage contract changes for approval by the DDA, coordinate responses to RFIs and provide for overall administration of the construction contract.
- We will review the Contractor's proposed schedule of values, verifying all information meets the requirements of the DDA.
- Our staff will perform weekly site inspections to ensure quality construction and conformity to the plans and specifications. We will provide field engineering support addressing field changes quickly to avoid construction delays.
- We will review all project submittals providing comments directly to the general contractor.
- Ditesco staff will review all material test reports. We will comment on reports not meeting specifications and recommend remediation measures if necessary. We will ensure the appropriate numbers of tests are taken and that they are sampled according to industry standards and the project specifications.
- As needed, we will coordinate work between the DDA, City, general contractor and outside agencies (e.g. utility companies) affected by the project. We understand that the DDA will be the main contact for all business owners affected by the project and will complete public outreach as it pertains to the construction phase.

- We will maintain project records including contracts, schedules, progress meeting minutes, material test results, correspondence, pay applications, change orders, photographs, submittals, permits, commissioning records and post construction close-out paperwork (punch lists, lien waivers, substantial completion/final acceptance). We will conduct a final punch list walk through and start up sessions for various stages of the work. This work is anticipated to include irrigation and electrical.
- Ditesco personnel will ensure that an as-built plan set is maintained by the Contractor and updated record drawings are provided upon completion of the project.

Deliverables:

- Expected Deliverables and Format:
  - Construction phase correspondence
  - Pay Applications
  - Change Orders
  - Field Orders
  - Schedules
  - Submittals
  - Reports
  - Meeting Notes
  - Record Drawings

Schedule

The anticipated schedule is as follows.

Bidding:	June-July 2021
Construction:	August-September 2021

Fee Estimate

We have based our fee estimate on the following assumptions.

- Bidding advertisement and front-end contracts will be provided by the Town of Windsor.
- Construction will occur over 6-week duration
- Major document management (submittal processing, RFIs, etc.) is managed by Contractor
- All public outreach is completed by the Windsor DDA through messaging, newsletters, and door-to-door communication.
- Material testing will be provided by 3rd party, contracted with the Windsor DDA

Total Estimated Fee:

Bidding Phase:	**$1,760.00**
Construction Phase:	**$24,785.00**

A detailed task breakdown is included. Please find this on page iii and iv of this scope of work proposal.

The fee shown above is to be billed on a time and material basis based on the rates shown in the table on page 5, Alternatives-iii, and Alternatives-iv of this proposal. All reimbursable expenses will be billed at direct cost.

ditesco
Project & Construction Services

Windsor DDA

Alleyway Improvements Thru-Lot

3/3/2021

Phase/Task Description	Ditesco					Russell + Mills	Task Total	Comments
	Keith Meyer	Jill Burrell	Kelsey Petersen	Rhonda Bunner	Amber Fisher			
	Principal (hrs)	Project Manager (hrs)	Design Engineer (hrs)	CAD Design (hrs)	Admin (hrs)			
	$145	$125	$115	$82	$65			
Bidding Phase							$1,730	
Draft RFP	0	4	0	0	0		$500	
Attend Pre-Bid Meeting	0	2	0	0	0		$250	
Prepare Addenda	0	6	2	0	0		$980	
Other direct costs (mileage, reproduction, etc)							$30	
Work Effort Subtotal	0	12	2	0	0		$1,730	
ODCs							$30	
Cost per labor category	$0.00	$1,500.00	$230.00	$0.00	$0.00	$0.00		
Effort (days)	0	2	0	0	0			
Effort (weeks)	0	0	0	0	0			
Hours per day	0.0	0.2	0.0	0.0	0.0			

Total Fee	$1,760

Assumptions:

- Advertisement posted by Town of Windsor on Rocky Mountain E-Bids or other purchasing software
- Pre-Bid meeting management, question documentation, addenda preparation by Ditesco

ditesco
Project & Construction Services

Windsor DDA

Alleyway Improvements Thru-Lot

3/3/2021

Phase/Task Description	Ditesco					Russell + Mills	Task Total	Comments
	Keith Meyer	Jill Burrell	Kelsey Petersen	Rhonda Bunner	Amber Fisher			
	Principal (hrs)	Project Manager (hrs)	Design Engineer (hrs)	CAD Design (hrs)	Admin (hrs)			
	$145	$125	$115	$82	$65			
Construction Management							$24,392	
1.1 Contract Management - Construction	0	2	0	0	2		$392	
1.3 Create and compile job files	0	0	4	0	0		$460	
1.6 Preconstruction Photographs and Video	0	0	3	0	0		$345	
1.7 Preconstruction Meeting (minutes, contact lists, etc.)	0	3	3	0	0		$720	includes minutes
1.8 Schedule Management	0	1	0	0	0		$174	
1.9 Submittal/shop drawing coordination and record keeping	0	3	7	0	0	$6,550	$7,730	
1.10 Construction progress meetings (1 per week for 6 weeks)	0	9	9	0	0		$2,160	includes minutes
1.11 Monthly Budget Reports	0	1	0	0	0		$174	
1.12 Contract Management (pay applications, change orders, etc.)	0	3	0	0	0		$349	
1.13 RFI Response	0	2	6	0	0		$940	
1.14 Construction Management - part time (8 hours per week)	0	6	48	0	0		$6,270	
1.16 Job Files (test reports, minutes, correspondence, photos, etc.)	0	1	3	0	0		$495	
3.1 Punch list walk through	0	1	3	0	0		$470	
3.2 Record Drawing Compilation	0	0	4	6	0		$952	
3.3 Close out paperwork (substantial and final completion, etc.)	0	2	0	0	0		$250	
3.4 Project Close Out (compilation of files, photos, job records, etc.)	0	2	6	0	2		$1,070	
3.5 Warranty walkthrough (11th and 23rd months)	0	6	6	0	0		$1,440	
Other direct costs (mileage, reproduction, etc)							$393	
Work Effort Subtotal	**0**	**43**	**102**	**6**	**4**		**$24,392**	
ODCs							**$393**	
Cost per labor category	**$0.00**	**$5,383.72**	**$11,705.93**	**$492.00**	**$260.00**	**$6,550.00**		
Effort (days)	**0**	**5**	**13**	**1**	**1**			
Effort (weeks)	**0**	**1**	**3**	**0**	**0**			
Hours per day	**0.0**	**1.3**	**3.1**	**0.2**	**0.1**			

Total Fee	**$24,785**

Assumptions:

- Assumes 6 week construction phase
- Assumes major document management is handled by Contractor
- Assumes all public outreach will be completed by Town of Windsor/Windsor DDA/Contractor
- Construction management will answer fileld questions and provide QA inspections on installation
- Material testing not included inside this scope and will be contracted directly by Owner

Executive Director Report

Date: March 17, 2020
To: Downtown Development Authority Board of Directors
From: Matt Ashby, DDA Executive Director
Re: February-March Report

Meeting Summary:

The following meetings occurred between February 13 – March 12, including:

- February Board of Directors Meeting – 2/17
- Matt/Shane Weekly Meeting – 2/18, 2/25, 3/4
- DDA Weekly Call – 2/19, 2/26, 3/5
- Backlot Interview Follow-up Meeting – 2/23
- Developer Notification Meeting – 2/24
- Tribe Meeting – 2/24, 3/5
- Thru-lot SOW Meeting – 3/1
- Windsor Entertainment District Meeting – 3/4

Ayres Billing Breakdown Year To Date (As of 3/11/20):
General - $8,239
Backlot - $9770
512 Ash - $4503
Alley/Thru Lot - $504
Mill - $336
Grants (Various) - $0
Winterization Grant - $6,200
Wayfinding - $168

Total Expenditures: $29,748 of $150,000 = 20% of Budget with 19% of Year Completed

The Town finance staff is still working to close the books on 2020 expenditures. Staff identified that several grant payments that had been received had not been credited toward the DDA fund account. This has been corrected. We should have an update on final numbers from 2020 by next month.

Anticipated Workload Mar-Apr:

- Thru Lot Design – Finalize
- Tribe Development – Complete First 30-Day Activities
- Sidewalk Furniture Grant/Greenhouses – Complete, Request Reimbursement
- Neighborhood Night Downtown—Present Approach to Board
- Wayfinding – Complete Bid Docs w Main Street Assistance

Current Initiatives:

Mill – The Entertainment District Feasibility Study is moving into the outreach phase. The 3D model of the block has been completed.

Backlot –
Backlot Property: Final interviews were conducted on Feb 23. Applicants were notified and we have started working with Tribe on moving forward with the Exclusive Negotiating Agreement. That document will outline 30/60/90 day goals. Staff also pushed out a Press Release indicating the selection. We are setting up a site visit and meetings with Tribe.

512 Ash Abatement and Demolition: Demolition has been completed. We have received full environmental clearance from CDPHE. Staff will be wrapping up the final billing and are investigating costs for parking and navigating code requirements. A meeting with Town Staff is scheduled for 3/18/21 to explore design options which will determine construction cost estimates.

Alley Design/Thru Lot/Undergrounding:

- The Thru Lot closing is scheduled for March 16.
- Staff have contacted our insurer and added the new property to our coverage.
- Staff met with Ditesco to review and revise the scope of work to reduce costs.
- Xcel does not appear to be willing to change their policy regarding the undergrounding lateral costs. With this in mind, staff recommend putting the undergrounding effort on hold until we can gain more clarity on the Backlot development plans.

Parking / Crosswalk / Plantings

No updates.

Wayfinding Project

Staff completed a CDOT grant for $50,000 in support of the wayfinding installation that is ready to submit. We have heard the program may be expanded and are looking into how the program parameters might change and whether larger dollar amounts might be accessible. Colorado Main Street is still on board to provide a technical assistance grant to finalize the bid documents for Phase I.

Business Engagement

Streetscape Grant (CDOT #1 - $50,000):

We are currently reviewing the remaining budget and will identify additional furnishing needs to use up the remainder of the funds. We are also working with businesses to complete an approach to railing delineation and installation. Staff are also working to consolidate our reimbursement request from CDOT.

Virtual Shopping (CDOT #2 - $5,000): – The reimbursement request has been submitted to CDOT.

Winterization Grant: (CDOT #3 - $50,000): The Winterization project is winding down. We have received 25 units total and have placed nearly all of the units. Staff is starting to plan for options as summer rolls around for storage and reuse of greenhouses. We have received a number of positive comments from people who have used the greenhouses.

We feel somewhat normal in an abnormal time and we can take our kids out and have our own little bubble! They Love it! – Tara Scharton

Façade Improvement Program

Staff continue to monitor and coordinate with Town staff regarding current applications. There was some confusion regarding building permits for 419 Main, which DDA staff helped to bring to light. The applicant is working with SafeBuilt to get moving. Work is continuing at 408 Main.

Main Street

No updates.

DDA General:

No Additional Updates.

Action Checklist Review:

New Items –

- Forward contact information for Future Legends to DDA Board. **(Complete.)**
- Review and revise contract scope with Ditesco for completing the Thru Lot. **(Complete.)**
- Provide registration information for the National Main Street Conference for board members to consider attending. **(Complete.)**

Carryover –

- MA: Research additional event opportunities for Spring. ***(To Do.)***
- MA: Reach out to Michelle and find out alternative date or options regarding Wine Walk. **(In process.)**

- MA: Coordinate wayfinding with Paul Hornbeck as project progresses. **(Town to return with information at May meeting.)**
- MS: Complete cost estimate and options for 512 Parking Lot Surfacing. **(Meeting w Town Scheduled 3/18.)**