



BOARD OF DIRECTORS MEETING
Wednesday – December 15, 2021 | 7:00AM– 8:30AM
301 Walnut Street, 1st Floor Conference Room, Windsor, CO 80550
(NOTE: Meeting to be held IN PERSON only)

Agenda

- A. **Call to Order** **7:00AM**
- B. Roll Call
- C. **Consent Agenda**
1. Review of Agenda by the Board and Addition of Items of New Business to the Agenda for Consideration by the Board
 2. Approval of Minutes from the Regular Board of Directors Meeting – November 17, 2021
 3. Approval of the Bills
- Sample motion: "I move that we approve the consent agenda as presented."*
- D. Public & Partner Agencies Invited to be Heard (*3 Minutes Per Person*)
- E. **Action Items** **7:30AM**
1. Consideration of a Contract with Ayres Associates Inc., for FY 2022 services, and authorizing the board chair to execute the contract.

Sample motion: "I move that we approve the contract with Ayres Associates Inc. for FY 2022 services and authorize the chair to execute the contract as presented."
 2. Consideration of a Legal Services Agreement with Liley Law, LLC, and authorizing the board chair to execute the agreement.

Sample motion: "I move that we approve the Legal Services Agreement with Liley Law LLC for FY 2022 and authorize the chair to execute the agreement as presented."
- F. **Executive Director's Report**
- G. **Communications & News**
- H. **Adjourn** **8:30AM**

Note: Double Underlined items indicate attachments.



BOARD OF DIRECTORS MEETING
Wednesday – November 17, 2021 | 7:00AM– 8:30AM
301 Walnut Street, 1st Floor Conference Room, Windsor, CO 80550
(NOTE: Meeting to be held IN PERSON only)

Minutes

Present: Dan Stauss, Brent Phinney, Heidi Brunk, Paul Rennemeyer - Staff: Matt Ashby, Josh Olhava, Josh Liley
Absent: Jim Cosner Guests: Hall

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

B. Roll Call

C. Consent Agenda

1. Review of Agenda by the Board and Addition of Items of New Business to the Agenda for Consideration by the Board
2. Approval of Minutes from the Regular Board of Directors Meeting – October 20, 2021
3. Approval of the Bills

Motion to Approve – BP; Second – DB; Approved Unanimously

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

MV – Wine Walk is sold out; meet at Red Zone Fitness; wine pickup and window decal pickup is on Friday; digital gift cards (Yiftee) to shop local (result of Xcel issues in Town) – partnering with Chamber – must be spent locally in Windsor at participating businesses – opportunity to promote a Downtown gift card (\$10 for first 100 people) – unused funds expire after 1 year and return to the pool for future allocation;

Motion to promote 50 - \$20 gift certs. with mugs at Small Biz (plus processing) – DB; Second – BP; Approved Unanimously

E. Key Initiatives **7:30AM**

1. Resolution 2021-DDA-05 - A resolution of the Board of Directors of the Windsor, Colorado, Downtown Development Authority recommending to the Town Board of the Town of Windsor the determining and fixing of the mill levy of the Windsor Downtown Development Authority for the fiscal year ending December 31, 2022 – M. Ashby and J. Liley
2. Resolution 2021-DDA-06 - A resolution of the Board of Directors of the Windsor, Colorado, Downtown Development Authority approving and recommending to the Town Board of the Town of Windsor the budget of the estimated amounts required to pay the expenses of conducting business of said authority, and the appropriation of funds therefor, for the fiscal year ending December 31, 2022 – M. Ashby and J. Liley

Motion to Approve both Resolution 2021-DDA-05 and 2021-DDA-06 Concurrently – BP; Second – HW; Approved Unanimously

- i. 2022 Final Workplan – J. Olhava

3. Consideration of Second Amended and Restated Intergovernmental Agreement between the Town of Windsor and the Windsor Downtown Development Authority regarding town funding of the DDA and related matters – J. Liley

MA – overview of IGA and timelines; assumption the tax base will not be continued in 2026;
Motion to Approve – BP; Second – DB; Approved Unanimously

MA – these items will be on the Monday, November 22nd Town Board meeting at 7pm;

4. Wayfinding Construction Documents – J. Olhava

JO – provided an update on the current Wayfinding documents shared with the board

F. Executive Director’s Report

MA - Thru Lot timing with Xcel wanting to obtain their own permit for the light pole removal; plantings going in this week – coordinating with Town Forester on plant substitutions – will look at interim holiday lights until final lights are installed in January (tent.)

DS – sidewalk open for wine walk? MA - to look into with

MA – update on former Okole Maluna building, interested tenant;

MA – Tribe provided comments on the ENA and Term Sheet this week; coordination meeting this week with Tribe to discuss; DDA could review final in December, pending review and agreement with Tribe

G. Communications & News

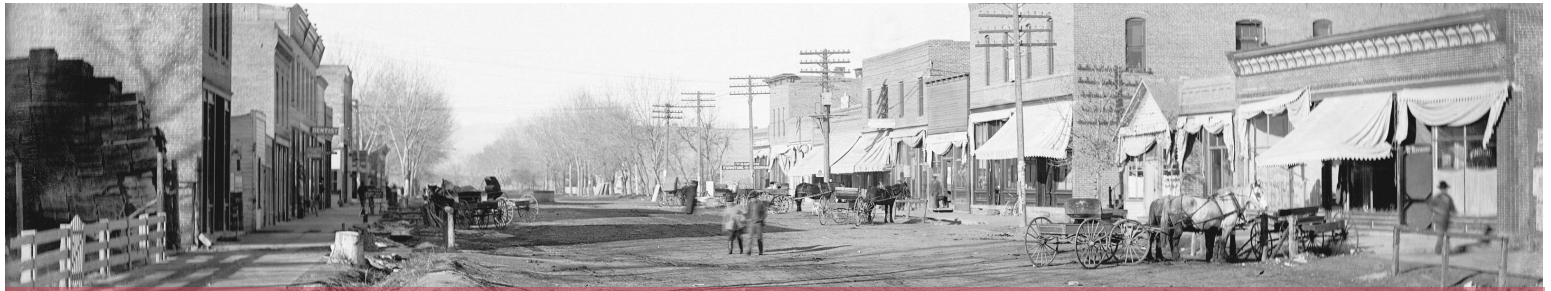
PR – Cajun concept going into bldg. next to Fransen Pittman;

H. Adjourn

8:30AM

With no further business, Chairman Stauss ended the meeting at 8:09 AM

Note: Double Underlined items indicate attachments.



DDA REPORT

Volume 9, Issue 10
October, 2021



WINDSOR DDA REVENUE

Summary October 31, 2021	Collections	Budget	% of Budget
Property Tax Mill Levy	\$47,193	\$42,289	111.60%
Auto Registration Tax	\$1,956	\$15,000	13.04%
Grants	\$57,293	\$8,000	716.16%
Incremental Property Tax	\$85,431	\$89,768	95.17%
Interest	\$105	\$5	2105.40%
Town of Windsor Funding	\$409,359	\$393,460	104.04%
Total	\$601,338	\$548,522	109.63%

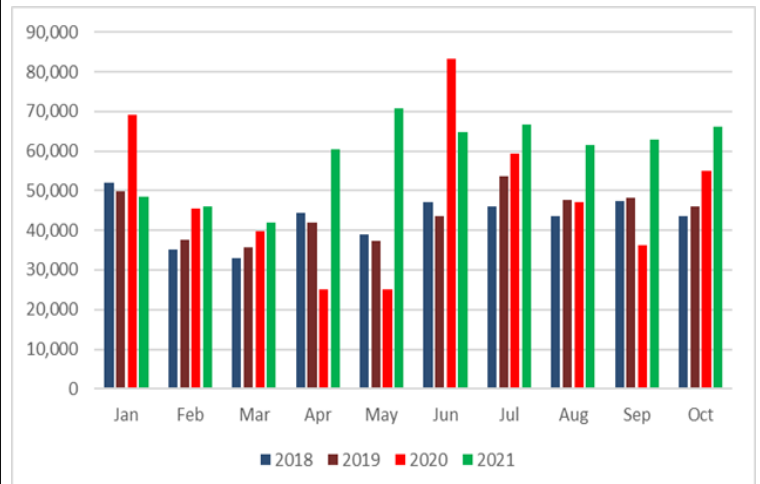
WINDSOR DDA EXPENDITURES

Summary October 31, 2021	Expenditures	Budget	% of Budget
Operations			
Office Supplies	\$3,600	\$3,600	100.00%
Public Relations/Advertising	\$13,286	\$20,000	66.43%
Board Development	\$36	\$2,500	1.44%
Dues/Fees/Subscriptions	\$8,522	\$6,500	131.11%
Special Equipment	\$25,044	\$20,000	125.22%
Street Repair/Maintenance	\$196	\$8,000	2.45%
Travel/Mileage	\$0	\$500	0.00%
Liability Insurance	\$0	\$5,000	0.00%
Legal Services	\$27,113	\$35,000	77.47%
Contract Services	\$122,500	\$150,000	81.67%
Utilities	\$1,027	\$0	
Postage	\$106	\$500	21.20%
Study Review/Consultant	\$54,288	\$187,000	29.03%
County Treasurer Fees	\$6,530	\$800	816.29%
Façade Program	\$0	\$40,000	0.00%
Administrative Transfer	\$4,167	\$5,000	83.33%
Operations Total	\$266,414	\$484,400	55.00%
Capital			
Site Improvements (Land)	\$176,805	\$300,000	58.94%
Site Improvements	\$85,187	\$70,592	120.68%
Capital Total	\$261,992	\$370,592	70.70%
Grand Total	\$528,406	\$854,992	61.80%

POINTS OF INTEREST

- Sales Tax collections through October equaled \$601,347 which is \$115,719 or 23.8% greater than collected through October, 2021
- Revenue is exceeding the budget benchmark of 83.3%.
- Year-to-Date expenditures equal 61.8% of the budget.
- Note that the Town of Windsor Funding reflects an additional transfer of \$81,476.10 for half the cost of the 512 Ash Street Project. This transfer was recorded in September 2021 Month End Journal Entries.

MONTHLY SALES TAX COMPARISON





DOWNTOWN DEVELOPMENT AUTHORITY

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



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 — dan@windsordda.com	Term: July 2022
Heidi Washburn — heidi@sfheidi.com	Term: July 2022
Dean Koehler — dean@windsordda.com	Term: July 2025
Jim Cosner — topperformer@msn.com	Term: June 2024
Dan Brunk — dan@haydenoutdoors.com	Term: June 2024
Brent Phinney — brentphinney@hotmail.com	Term: July 2025
Paul Rennemeyer, TOW Board Liaison — prennemeyer@windsorgov.com	
Matt Ashby, Executive Director — director@windsordda.com	
Josh Olhava, Project Manager — info@windsordda.com	

Report of Bills - DDA

November 2021



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

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 19 DOWNTOWN DEVELOPMENT AUTHOR				
Department: 486 DOWNTOWN DEVELOPMENT AU				
101295	XCEL ENERGY	DDA - XCEL BILL - 09/23 - 10/22/2021	11/05/2021	109.41
101557	HOUTCHENS GREENFIELD & ZACHEIS LLC	PREP OF REVISION TO AGREEMNT TO HEIRS OF EHRILICH	11/29/2021	1,611.75
TOTAL				1,721.16

Downtown Development Authority

Sales Tax Collections Trend - 2020 Q3 to 2021 Q3

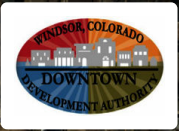
Q3 2020 vs 2021 (Blocks)

SALESTAX_2020_Q3, SALESTAX_2021_Q3

- Decreased Sales Tax
- Increased Sales Tax



Note: Figures for the Windsor Farmers' Market and Windsor Wonderland have been excluded from these calculations due to the fact they are not DDA members.



December 10, 2021

Windsor Downtown Development Authority
301 Walnut Street
Windsor, Colorado 80550

Re: 2022 DDA – Ayres Contract for Professional Services

DDA Board of Directors:

Overview

Attached is the 2022 Contract for Professional Services for the Boards consideration. It has truly been a pleasure working with you these past five years and helping shape downtown Windsor into a local and regional destination. We look forward to an exciting and busy 2022 with many initiatives already underway.

Highlights

The 2022 Contract incorporates a few changes from 2021 worth highlighting:

1. We changed the 2022 Rate Table (*last page of the contract*) to reflect position titles, rather than individual names, as preferred by Ayres Corporate
 - a. We do include anticipated staff names in the second note box under this Rate Table.
2. We shifted more of the day-to-day operational hours to Josh Olhava at a lower hourly rate than Matt Ashby.
3. We adjusted team rates per COLA adjustments at Ayres.
4. We are maintaining an “Administrative” rate for non-technical tasks at a lower hourly rate.
5. We are requesting consideration by the Board to allow the Backlots/4th Street initiative, Special Events and the State Façade Grant Program to be charged hourly due to the unknown fluctuations in time required to administer these special project areas.
 - a. General Services that have been provided remain and are subject to the \$150,000 annual cap.

Thank you for your review and consideration. If you have any questions, please feel free to contact us.

Sincerely,



Matt Ashby, AICP CUD
Development Services Manager

Attach: 2022 DDA – Ayres Contract for Professional Services

MASTER AGREEMENT FOR PROFESSIONAL SERVICES

THIS MASTER AGREEMENT is made and entered into on December 15, 2021, by and between the Windsor Downtown Development Authority, 301 Walnut Street, Windsor, CO 80550 (OWNER), and Ayres Associates Inc., 3433 Oakwood Hills Parkway, Eau Claire, WI 54701 (CONSULTANT).

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

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

- Attachment A - Scope of Services;
- Attachment B - Period of Services; and
- Attachment C - Compensation and Payments, Attachments A, B and C together consisting of 3 pages.
- Attachment D - Terms and Conditions, consisting of 6 pages.
- Attachment E – Insurance, consisting of 2 pages.
- Attachment F – Time/Budget Allocation Overview, consisting of 1 page.

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

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

OWNER:
Windsor Downtown Development Authority

CONSULTANT:
Ayres Associates Inc.

Dan Stauss, Chairman

Scott Wilson, Vice President

Date: _____

Date: _____

Attest:

Attest:

Dean Koehler, Secretary

Matthew J. Ashby, Development Services
Manager

Date: _____

ATTACHMENT A – SCOPE OF SERVICES

This is an attachment to the Master Agreement dated December 15, 2021, between the Windsor Downtown Development Authority (OWNER) and Ayres Associates Inc. (CONSULTANT).

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

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

ARTICLE 1 –GENERAL SERVICES

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

ARTICLE 2 – SPECIAL PROJECT SERVICES

Special project services to be provided by CONSULTANT under the Scope of Services shall be performed when requested by the OWNER. OWNER and CONSULTANT will agree upon the time frame in which the requested special project services will be provided prior to the services being scheduled. Special project services may include a diversity of work products as directed, including, but not limited to, façade program projects, public/private development projects (such as the backlots/4th Street development projects), grant writing, special events, event management, additional meeting attendance, and development of products associated with annual work plans. This list is not exhaustive of the special project services that OWNER may request of CONSULTANT. This Agreement does not guarantee to CONSULTANT any work except as authorized in accordance with the terms contained herein, nor does it create an exclusive contract for services.

ARTICLE 3 - OWNER'S RESPONSIBILITIES

OWNER will provide general support services to CONSULTANT including timely response to requests for information. Additionally, OWNER agrees to provide monthly financial reporting. If OWNER desires that CONSULTANT maintain an office in the DDA District, OWNER will be responsible for costs related to any office lease, office supplies and equipment, telecommunications, and required utilities.

ATTACHMENT B - PERIOD OF SERVICES

This is an attachment to the Master Agreement dated December 15, 2021, between Windsor Downtown Development Authority (OWNER) and Ayres Associates Inc. (CONSULTANT).

ARTICLE 4 - PERIOD OF SERVICES

The professional services provided by CONSULTANT shall be performed when requested by OWNER. OWNER and CONSULTANT will agree upon the time frame in which the requested scope of services will be provided prior to the services being scheduled. Services shall be provided starting January 1, 2022, and ending December 31, 2022, unless sooner terminated as hereinafter provided.

ATTACHMENT C – COMPENSATION AND PAYMENTS

This is an attachment to the Master Agreement dated December 15, 2021, between Windsor Downtown Development Authority (OWNER) and Ayres Associates Inc. (CONSULTANT).

ARTICLE 5 - COMPENSATION AND PAYMENTS

5.1.1 Compensation. CONSULTANT shall perform the Scope of Services on a time and reimbursable direct cost basis. Compensation for time shall be paid in accordance with the rates set forth on Attachment F. Mileage will be charged at standard federal rate. Travel time will be billed at cost. The foregoing notwithstanding, the maximum amount payable pursuant to this Agreement for CONSULTANT'S time and direct costs (or that of any authorized subconsultant) for each year this Agreement is in effect shall be One Hundred and Fifty Thousand Dollars (\$150,000.00). (Attachment F contains the estimated hours, direct expenses, and billing rates for staff anticipated to be assigned to the project. CONSULTANT estimates that approximately \$90,000.00 of such amount will be used for general services and the remainder will be used for special projects services as directed by the OWNER.)

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

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

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

5.1.5. Expenses Incurred on Behalf of OWNER. If the OWNER requests that the CONSULTANT incur expenses on the OWNER'S behalf, and the CONSULTANT incurs such expenses, then the CONSULTANT shall be entitled to reimbursement. Such requests may be authorized pursuant to the bylaws of the Windsor DDA. The CONSULTANT must provide to the OWNER receipts or other proof of purchase for all reimbursable expenses. Reimbursement for such expenses shall not be subject to the maximum compensation amount established in 5.1.1.

ATTACHMENT D - TERMS AND CONDITIONS

This is an attachment to the Master Agreement dated December 15, 2021, between Windsor Downtown Development Authority (OWNER) and Ayres Associates Inc. (CONSULTANT).

ARTICLE 6 - GENERAL CONSIDERATIONS

6.1 Standard of Performance

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

6.2 Work Product

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

6.3 Electronic Files

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

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

6.3.3 OWNER is aware that differences may exist between the electronic files delivered and the printed

hard-copy documents. In the event of a conflict between the hard-copy documents prepared by CONSULTANT and electronic files, the hard-copy documents shall govern.

6.4 Insurance

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

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

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

6.5 Termination

6.5.1 Termination by OWNER. OWNER may terminate this Agreement at any time without cause upon

fifteen (15) days' prior written notice to CONSULTANT. If this Agreement is terminated by OWNER, OWNER will pay CONSULTANT for work accomplished through date of termination. Notwithstanding the above, CONSULTANT shall not be relieved of liability to OWNER for damages sustained by OWNER by virtue of any breach of this Agreement by CONSULTANT and OWNER may withhold any payments to CONSULTANT for the purpose of setoff until such time as the exact amount of damages due OWNER from CONSULTANT is determined. All work accomplished by CONSULTANT prior to the date of such termination shall be recorded and tangible work documents shall be transferred to and become the sole property of OWNER prior to payment for services rendered.

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

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

6.6 Controlling Law

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

6.7 Successors and Assigns

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

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

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

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

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

6.9 Betterment

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

6.10 Acceptance Not Waiver

OWNER's approval of drawings, designs, plans, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve CONSULTANT of responsibility for the quality or technical accuracy of the work. OWNER'S approval or acceptance of, or payment for, any of the services shall not be construed to operate as a waiver of any rights or benefits provided to OWNER under this Agreement.

6.11 Independent Contractor

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

6.11.2 Solicitation of Agreement. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the CONSULTANT, any commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, OWNER will have the right to annul this Agreement without liability or, in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

6.12 Use of Subconsultants, Responsibility for Employees and Subconsultants

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

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

Agreement shall create any contractual relation between any subconsultant and OWNER.

6.13 Legal Compliance

CONSULTANT at all times agrees to observe all federal and state laws, and resolutions and ordinances of the local jurisdiction, and all rules and regulations which in any manner affect or govern the work under this Agreement. CONSULTANT represents and warrant that, as of the date of execution of this Agreement, and continuing throughout the term hereof, it shall have, at its sole expense, all licenses, certifications, approvals, insurance, permits, and other authorizations required by applicable law to perform work under this Agreement.

6.14 Subject to Annual Appropriations

OWNER is a Colorado public entity and all financial obligations extending beyond the current fiscal year are subject to funds being budgeted and appropriated therefore. Nothing in this Agreement shall be deemed a waiver of the Colorado Governmental Immunity Act and no portion of this Agreement shall be deemed to create an obligation on the part of OWNER to expend funds not otherwise appropriated in each succeeding year.

6.15 Technical Accuracy, Indemnification, Default

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

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

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

6.16 Inspection and Retention of Documents, Public Records

6.16.1 Inspection of Records. During all phases of the work and services to be provided hereunder the Contractor agrees to permit duly authorized agents and employees of OWNER to enter the CONSULTANT'S offices for the purpose of inspections, reviews and audits during normal working hours. Reviews may also be accomplished at meetings that are arranged at mutually agreeable times and places.

6.16.2 Retention of Records. CONSULTANT and its subconsultants shall maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred and shall make such materials available at their respective offices at all reasonable times during the contract period and for five (5) years from the date of final payment, for inspection by OWNER and copies thereof shall be furnished if

requested.

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

6.16.4 Confidentiality. During the course of performing services under this Agreement, CONSULTANT understands that CONSULTANT, or its employees or agents, may be required to participate in executive sessions of the Board of Directors of OWNER, pursuant to the Colorado Open Meetings Law, C.R.S. 24-6-401 et seq., or may come into possession of, or otherwise encounter, documents or other forms of information which are protected from disclosure under the Colorado Open Records Act, C.R.S. 24-72-201 et seq., or other applicable state or federal law ("Confidential Information"). CONSULTANT agrees that neither CONSULTANT nor its employees or agents shall disclose Confidential Information to any third-party.

6.17 Prohibition Against Employing Illegal Aliens

CONSULTANT, as of the date of execution of this Agreement, hereby certifies that it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and that it will participate in either the e-Verify program created in Public Law 208, 104th Congress, as amended, and expanded in Public Law 156, 108th Congress, as amended, administered by the United States Department of Homeland Security (the "e-Verify Program") or the Department Program, an employment verification program established pursuant to C.R.S. § 8-17.5-102(5)(c) and administered by the Colorado Department of Labor and Employment, Division of Labor, in order to confirm the employment eligibility of all newly hired employees to perform work under this Agreement. CONSULTANT shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or knowingly enter into a contract with a subconsultant who knowingly employs or contracts with an illegal alien to perform work under this Agreement. CONSULTANT shall not use the e-Verify Program or Department Program procedures to undertake pre-employment screening of job applicants during the term hereof. If CONSULTANT obtains actual knowledge that a subconsultant performing work under this Agreement knowingly employs or contracts with an illegal alien, the CONSULTANT shall: (i) notify such subconsultant and the OWNER within three days that the CONSULTANT has actual knowledge that the subconsultant is employing or contracting with an illegal alien; and (ii) terminate the subcontract with the subconsultant if within three days of receiving the notice required pursuant to this section the subconsultant does not cease employing or contracting with the illegal alien; except that the CONSULTANT shall not terminate the contract with the subconsultant if during such three days the subconsultant provides information to establish that the subconsultant has not knowingly employed or contracted with an illegal alien. CONSULTANT shall comply with any reasonable request by the Colorado Department of Labor and Employment (hereinafter the "Department") made in the course of an investigation that the Department undertakes or is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102 (5). If CONSULTANT violates any provision of this Agreement pertaining to the duties imposed by C.R.S. § 8-17.5-102 OWNER shall have the right to immediately terminate this Agreement. If this Agreement is so terminated, CONSULTANT shall be liable for actual and consequential damages to OWNER arising out of CONSULTANT'S violation of C.R.S. § 8-17.5-102. OWNER will notify the Office of the Secretary of State if CONSULTANT violates this provision of this Agreement and OWNER terminates the Agreement for such breach.

ATTACHMENT E - INSURANCE

This is an attachment to the Master Agreement dated December 15, 2021, between Windsor Downtown Development Authority (OWNER) and Ayres Associates Inc. (CONSULTANT).

ARTICLE 8 - INSURANCE

8.1 Workers' Compensation

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

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

8.2 Commercial General Liability

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

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

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

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

8.3 Business Automobile Liability

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

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

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

8.4 Umbrella Excess Liability

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

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

8.5 Professional Liability (Errors and Omissions)

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

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

8.6 Valuable Papers

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

ATTACHMENT F – TIME/BUDGET ALLOCATION OVERVIEW

This is an attachment to the Master Agreement dated December 15, 2021, between the Windsor Downtown Development Authority (OWNER) and Ayres Associates Inc. (CONSULTANT).

Ayres Associates anticipates providing administrative services to the Windsor Downtown Development Authority, which will be categorized as either “General Services” or “Special Project Services”. General Services will typically include:

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

Special Project Services will typically include:

- Consultant management for projects initiated by the DDA;
- Façade program projects;
- Public/private development projects (such as the backlots/4th Street development projects) and associated management;
- Special events and events management;
- Grant writing;
- Other initiatives requested by the DDA.

Based upon the approved budget for the organization, the following budget worksheet provides guidance for the allocation of hours as necessary to provide the requested services. Services are provided on-demand, at the direction of the Windsor DDA Board; actual costs and labor allocation will be determined upon direction of the Board.

Staff time is allocated between regular hours and administrative hours. Regular hour will be the default for work activities. Administrative hours will be used for tasks including copying, assembling board packets, and other similar non-professional tasks. Ayres Associates estimates that approximately \$90,000.00 of the budget total will be used for General Services and the remainder will be used for Special Project Services as directed by the Windsor DDA Board.

[Budget worksheet on the following page]

Windsor DDA - 2022 Rate Table							
Role	Task Type/Rate		Est. Hours (Monthly)		Labor Cost		Total
	Regular	Admin	Regular	Admin	Regular	Admin	
Senior Planner	\$ 134.00	\$ 128.00	48	9	\$6,432.00	\$ 1,152.00	\$ 7,584.00
Manager/Special Projects	\$ 175.00	\$ 135.00	14	6	\$2,450.00	\$ 810.00	\$ 3,260.00
Planner	\$ 110.00	\$ 95.00	4	6	\$ 440.00	\$ 570.00	\$ 1,010.00
Landscape/Design	\$ 137.50	\$ 130.00					
Admin Assistance	\$ 79.00	\$ 47.00	6		\$ 474.00	\$ -	\$ 474.00
Estimated Monthly Hours							
			72	21			93
Estimated Monthly Total							\$ 12,328.00
Annual Labor							\$ 147,936.00
Estimated Annual Expenses							\$ 2,064.00
Grand Total							\$ 150,000.00
<p><i>General Services, Special Project Services and Travel/Training will be billed hourly (for labor) and expenses categorized to reflect budget line items. Expenses Incurred on Behalf of Owner are passed through and not subject to contract limit.</i></p>							
<p><i>For 2022, anticipated staff include Senior Planner - J. Olhava; Manager/Special Projects - M. Ashby, M. Scholl; Planner - L. Graves; Landscape Architect - D. Land, C. Stoffel; Administrative - C. Clermont, S. Smith. Prior to utilizing additional staff members, Consultant shall notify Owner of staff identity and their hourly rate. Owner reserves the right to decline Consultant's individual staff members for General Services or Special Project Services.</i></p>							
<p><i>Monthly contract updates will be provided to the Windsor DDA Board regarding the balance of the contract. Contract shall not exceed \$150,000.00 without direction and prior approval by the Owner. General Services will be tracked separately from Special Project Services. Where possible, specific add-on labor requests with definable scopes will be estimated, with a cap established.</i></p>							

■ LILEY LAW, LLC ■

December 9, 2021

Windsor Downtown Development Authority
301 Walnut Street
Windsor, Colorado 80550

Re: Notice of Rate Increase

DDA Board of Directors:

Liley Law will be increasing its rates for Windsor DDA work beginning on January 1, 2022, as follows:

- Joshua Liley, Attorney: from \$190.00 per hour to \$210.00 per hour.
- Janelle Kechter, Paralegal: from \$140.00 per hour to \$150.00 per hour.

In the ten years that we have been providing legal services to the DDA, our rates have been increased a total of only \$15.00 per hour, which is substantially less than the rate increases for all of our other clients. The rate increases set forth above are necessary due to the increased costs of doing business that have occurred in the past ten years, and simply pull our rates even with the rate of inflation over the same period of time.

Although the amount of increase is not insignificant, the new attorney rate is still well below market, reflecting an over thirty percent discount off of my current hourly rate for private clients, and almost twenty percent less than what I charge comparable governmental entities for similar work. I do not offer rates this low to any other organization. I am willing to do so for the DDA in recognition of its limited resources, and because I genuinely enjoy the work and wish to see the DDA continue to be successful for both personal and professional reasons.

The attached legal services agreement has been revised to include the new rates described in this letter. It is otherwise the same as the existing agreement between Liley Law and the DDA. If you have questions about our rate increases or the legal services agreement, please feel free to call or email.

It has been a pleasure serving as legal counsel for the DDA these past ten years and I look forward to doing so for many years to come.

Sincerely,

Joshua C. Liley
Liley Law, LLC

LEGAL SERVICES AGREEMENT

WINDSOR, COLORADO, DOWNTOWN DEVELOPMENT AUTHORITY (“you”) retains the law firm of LILEY LAW, LLC (“the firm,” “us,” “our,” or “we”), to perform the following legal services for your organization: general counsel services (the “Legal Work”).

Our work will be limited to the Legal Work unless you specifically request our advice or representation in connection with other projects and we agree to perform the additional legal work. After we complete the Legal Work, we will not assume continuing responsibility to advise you on matters affecting the Legal Work we have performed unless you and we agree that our representation extends to providing continuing advice.

You initially consulted with Joshua C. Liley, a member of the firm, in connection with the Legal Work. Notwithstanding such initial contact, some of the Legal Work may be performed by another member of the firm, paralegal, law clerk, law student, or legal assistant, including legal research, factual investigation, and preparation of drafts of legal documents, letters, applications, pleadings, and briefs.

You may terminate our representation by giving notice of such termination to us in writing. If permission for withdrawal from any pending litigation is required by the rules of any court, we will withdraw from such litigation upon permission of the court.

We may withdraw as counsel for you and terminate this Agreement for any just cause by notifying you in writing. Examples of just cause for termination include, but are not limited to, your failure to pay invoices when due, your failure to cooperate with us in our representation of you, a determination that representation of you would result in a conflict of interest for us, and any action or request by you which would require us to violate the Colorado Rules of Professional Conduct.

A lawyer may not reveal information relating to representation of a client unless the client consents, except for disclosures that are impliedly authorized in order to carry out the representation of the client or matters that are of public record. There may be circumstances, however, under which we will be obligated, under the Rules of Professional Conduct, to reveal what would otherwise be considered confidential information. For example, we are obligated to reveal the intention of a client to commit a crime and the information necessary to prevent the crime. Similarly, we are obligated to disclose information when necessary to avoid assisting a criminal or fraudulent act by a client. If we have offered material evidence in any legal proceeding or made statements on behalf of a client and later learn that such evidence or statements were false, we must take reasonable remedial measures. Finally, the attorney-client privilege does not apply to communications between individuals outside the presence of attorneys or to communications that involve third parties or that you disclose to third parties. Therefore, in order to preserve the attorney-client privilege, you should not disclose or discuss matters pertaining to our representation of you to or with anyone except lawyers and staff of our firm. Similarly, you should not forward our correspondence, electronic messages, or voice messages to anyone else.

In order to represent you properly, it is essential that we receive from you truthful and complete information concerning the Legal Work. If at any time you realize that information previously provided to us was incorrect in any respect, please promptly correct the error. We commit to do the same. We further commit to use our best efforts to have some member of our staff respond to your messages within two business days after we receive them. You should be aware, however, that the particular person with whom you wish to communicate may not be available at the time you transmit a message to our firm, whether by e-mail, facsimile, voice message, letter, or other means of communication. If you believe your message requires immediate attention, it will be necessary that you communicate that personally to a member of our firm or a member of our staff, who will either:

(1) see that the message is promptly delivered to the person for whom it is intended; or (2) direct the message to another member of our firm capable of handling and responding to the message appropriately; or (3) explain to you that it simply will not be possible for a member of our firm to respond to or act on the message immediately. In appropriate situations, if no member of our firm is able to respond to a message which you believe may require immediate attention, we will provide to you the names of attorneys in other law firms that we hope will be able to assist you.

We will communicate with you by mail, facsimile transmission, e-mail, and voice messaging at the various addresses and telephone numbers which you have provided to us. If you believe that any mailing address, e-mail address, facsimile number, or telephone number will not be confidential, please let us know and we will avoid using such address and/or telephone number. If someone else opens your mail, checks your voice messages, or checks your e-mail messages, you may not be protected by the attorney-client privilege. If you wish for your mail to be marked personal and/or confidential, please let us know and we will be happy to do so. Information which is transmitted to you by electronic mail will not be encrypted. Cell phones may be intercepted and may not be protected by the attorney client privilege if intercepted. Members of our firm use cell phones. Please let us know if you do not wish for us to communicate with you using a cell phone.

In the course of providing our clients with income tax, estate tax, and gift tax advice, we receive significant personal financial information from our clients. All information that we receive from you is held in confidence, and is not released to people outside the firm, except as agreed to by you, or as required under an applicable law. We retain records relating to professional services that we provide so that we are better able to assist you with your professional needs and, in some cases, to comply with professional guidelines. In order to guard your nonpublic, personal information, we maintain physical, electronic, and procedural safeguards that comply with our professional standards. We, as attorneys, are bound by professional standards of confidentiality that are even more stringent than those required by the Gramm-Leach-Bliley Act, Pub. Law 106-102 November 12, 1999 and the correlative FTC regulation, 16 CFR Part 313 (May 24, 2000).

We will ordinarily base the legal fees we charge you on the hourly rates of the attorneys, paralegals, legal assistants, or other office personnel who perform work for you. For some matters (for example, public trustee foreclosures; formation of a corporation, limited liability company or partnership; preparation of a simple will; formation of a condominium association; or preparation of real estate exchange documents), we may base our charges on a fixed fee. For other matters, we may base our charges on other factors, such as the results achieved, the novelty or difficulty of the questions involved, the amount at stake, or the time limitations under which we must work. Work for which time will be billed includes, but is not limited to, the following: conferences with you and/or your representatives; legal research; factual investigation; preparation of correspondence and other documents; reading, considering, and analyzing correspondence and other documents; preparation for and attendance in court, meetings and hearings; travel to and from court appearances, meetings and hearings; telephone conversations with you and others; and reviewing and responding to e-mail, voice mail, facsimile, and other messages.

The current hourly charges for attorneys and legal assistants are as follows:

Joshua C. Liley, Attorney	\$210.00
Janelle Kechter, Paralegal	\$150.00
Other Paralegals/Legal Assistants	\$140.00

Time spent by attorneys traveling to and from meeting and court appearances, as well as time spent waiting to appear in court or before other governmental bodies, will be billed at the full hourly rate. Necessary interoffice communications between attorneys and paralegals will be billed by both the attorney and the paralegal. Paralegal time will be billed for meetings and hearings at which the attorney determines a paralegal should be present to assist in hearing preparation and/or presentation.

We respectfully reserve the right to increase our hourly compensation rates upon prior written notice to you.

We also charge for expenses related to your work. Many charges are billed at our actual cost, such as computer research, third-party charges (e.g., court reporters or expert witnesses), travel, delivery, service of process, and filing fees. Other expenses, including photocopying, fax, and long-distance phone calls, may be billed at the charges we pay. Invoices for third-party services may be sent to you for direct payment.

Our monthly invoices will state the work performed by attorneys and any legal assistants, and the fees for such work; these invoices will detail each type of work performed (e.g. email, voicemail, telephone conference, meeting, document preparation, etc.) and provide a total fee amount for all services that day (i.e. fees will not be broken down by each service provided in the day). The statements will also itemize expenses related to the Legal Work and any charges of any third parties who bill us for their services for you. We reserve the right to require that any unpaid balance bear interest at 18 percent per annum, accruing from 30 days after the invoice date until paid.

If you fail to pay our fees or expenses within 30 days after the mailing of any statement to you, this Agreement shall constitute permission from you for our withdrawal from any pending litigation. If we withdraw from any pending litigation, we will use reasonable precaution to avoid prejudice to your rights by allowing a reasonable period of time for you to employ other counsel to represent you. Upon termination of this Agreement withdrawal from all pending litigation and payment of any balance due to our firm we will deliver to you all papers and property to which you are entitled.

If we withdraw from any pending litigation, we will use reasonable precaution to avoid prejudice to your rights by allowing a reasonable period of time for you to employ other counsel to represent you. Upon termination of this Agreement, withdrawal from all pending litigation and payment of any balance due to our firm, we will deliver to you all papers and property to which you are entitled.

Upon completion or termination of our representation, and payment of any balance due to our firm, we will deliver to you all papers and property to which you are entitled (“File”). You are responsible for picking up your File from our office during regular business hours. If you are unable to pick up your File, the firm will, upon written request, mail it to you at your expense. The firm will retain your File for a period of one (1) year after completion or termination of our representation. If you fail to take possession of the File within this timeframe you understand and hereby agree that the firm may destroy the File without further notice to you.

If you should have questions with regard to this Agreement, please call us. We appreciate your consideration of our firm to represent you.

LILEY LAW, LLC, a Colorado
limited liability company

By:

Joshua C. Liley

EFFECTIVE the _____ day of _____, 20____.

Client:

WINDSOR, COLORADO, DOWNTOWN
DEVELOPMENT AUTHORITY

By: _____
Dan Stauss, Chair

ATTEST:

By: _____
Dean Koehler, Secretary

Executive Director Report

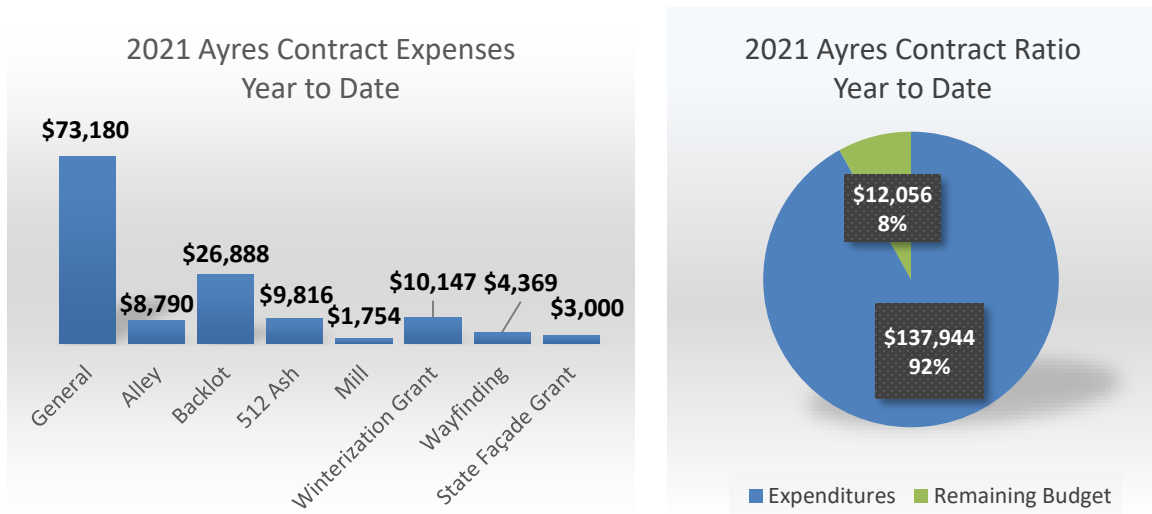
Date: December 15, 2021
To: Downtown Development Authority Board of Directors
From: Matt Ashby, DDA Executive Director
 Josh Olhava, DDA Project Manager
Re: November - December Report

Meeting Summary:

The following meetings occurred between November 17 – December 10, including:

- November Board of Directors Meeting – 11/17
- Town Board Budget Meeting – 11/22
- Matt/Shane Meetings – 11/18; 12/02
- DDA Weekly Call – 11/19; 12/03; 12/10
- Tribe Update – 11/30
- State Façade Grant Owner/Contractor/Designer Calls and Meetings – as needed
- Events:
 - DDA/Chamber Ugly Sweater Wine Walk and Kickoff Event – 11/20
 - Small Biz Saturday Event – 11/27
 - Windsor Winter Wonderland – 12/04
 - Pints w/ Paul and Hayden Outdoors Appreciation Events – 12/08

Ayres Billing Breakdown Year to Date (As of 12/05/21):



****Total Expenditures: \$137,944 of \$150,000 = 92% of Budget with 92% of Year Completed.**

- The Total Expenditures exclude:
 - \$8,851 - Expenses for Owner (not part of the cap)
 - \$11,134 – State Façade Program - reimbursable expense (not part of the cap)

Anticipated Workload December-January:

- Thru Lot
 - Add temporary seasonal lighting to the space and install tables and chairs
 - Work w/ consultant and construction team to wrap up the remaining items, such as the light poles
- Tribe Development
 - Finalize Term Sheet and ENA with Tribe for Board review and action
- Wayfinding
 - Finish scope of work for kiosk content design
 - Finalize interpretive history board content
 - Work with consultant on bid documents and options for implementation management/coordination
- Façade Improvement Program
 - Work with interested property owners to submit their DDA FIP applications, review, and forward to the Board for review
- State Façade Grant
 - Facilitate the finalization of designs with owners and architects
 - Facilitate submittal to Town for final review
 - Help expedite processes to execute agreements and order materials to maintain schedule for completion by end of June 2022
 - Necessary updates and reporting to Main Street program
- Parking Study
 - Attend Committee meeting (12.15.21)
 - Assist Town and consultant on next steps
- Marketing / Events
 - Coordinate with Chamber on February Chocolate and Wine Walk event
 - Finalize Elf Hunt event with final drawings on 12.18.21 (end of day)
 - Attend downtown specific Open Houses or business events
- 10-Year Report
 - Publish to the website and make available to the public
 - Professionally print and deliver copies to Board, Town and Chamber (to have on-hand with Visitor Center)
- Warming Huts
 - Coordinate with interested businesses
 - Solutions for 2022 – Who maintains ownership? Who stores these? Options for remaining huts?

Current Initiatives

- Backlot Redevelopment:
 - Tribe, Town and DDA Attorney are finalizing review/updates on the ENA and Agreement for Term Sheet
 - Staff will review and present these at a future Board meeting

- Alley Design/Thru Lot/Undergrounding: Phase I -Thru Lot
 - Main improvements complete
 - Light poles anticipated in early 2022, along with electrical panel
 - Staff to install tables and chairs this week (week of 12.13) and temporary seasonal lighting
- Streetscape Furniture
 - Staff are continually monitoring business activity and needs for the existing sidewalk furniture

Grants

CDOT Revitalize Main Street Large Opportunity Grant – Deadline 02.04.2021

- Intended for larger safety infrastructure projects – *“Applicants may be awarded up to \$2 million to improve user safety along urban arterials or main street corridors, especially for vulnerable users such as pedestrians, bikers, motorcyclists, transit users, elderly adults, and people with disabilities.”*
- Includes the following safety and economic recovery goals:
 - Reduce fatal and serious injury crashes on the transportation system, particularly among bicyclists and pedestrians;
 - Support a transportation system that safely accommodates all modes of travel;
 - Improve transit access and bike and pedestrian safety and mobility;
 - Support the development of connected urban/employment centers and multimodal corridors;
 - Provide safe access to opportunity and mobility for residents of all ages, incomes and abilities, including vulnerable users;
 - Help communities adjust to the “new normal” travel patterns caused by COVID-19; and
 - Deliver practical, simple projects that help stimulate the economy and provide immediate business and employment opportunities in the construction industry.
- Staff see a couple opportunities and can coordinate with the Town on necessary grant information:
 - Improvements along Main Street, 5th and 4th to improve pedestrian safety
 - Fix trip hazards from tree rings, paver settling, and other general trip hazards
 - Fix tree rings throughout the district
 - Find ways to incorporate pedestrian flashers and/or other innovative solutions along Main to warn drivers of pedestrians crossing the Highway
 - Alley improvements (phase II) – further discussion needed regarding final design and timing

Parking / Crosswalk / Plantings

- Next committee meeting is 12.15.2021 – staff will attend
- Anticipate wrapping up study in early 2022

Wayfinding Project

- Construction documents were shared with the Board during the November meeting
- Staff are working on the scope of work for the pedestrian kiosk maps and content
- Work is underway on the historic Ehrlich portion of the kiosk at the pedestrian plaza space

Business Engagement

- Staff is regularly attending downtown events sponsored by the Chamber or business
- The Elf Hunt is wrapping up on Saturday, 12.18.2021
- Small Biz Saturday handouts were very popular, and staff had great conversations with visitors
- Staff will be working with the Chamber on the February Chocolate and Wine Walk
- We have two confirmed new restaurants in the 400 and 500 blocks of Main, per the emails sent out; we anticipate a third one as work and discussions are still underway

Façade Improvement Program

- 419 and 408 Main – Final payments have been requested from the Town to close out these projects
- Other Projects – Staff is assisting a couple owners with their DDA façade improvement program applications for additional façade upgrades in the downtown – beyond those awarded the State Façade Grant
- State Façade/Energy Grant - Staff are working closely with business owners, the architect and contractor on the projects. Anticipate work beginning after the new year

Main Street Requirements

- 4th Quarter Report is coming due and will be submitted as required

Action Checklist Review:

New Items –

- None

Carryover –

- None