WINDSOR DDA
DOWNTOWN DEVELOPMENT AUTHORITY

BOARD OF DIRECTORS MEETING
December 16, 2020 | 7:30AM– 9:00AM
301 Walnut Street, Third Floor, Windsor, CO 80550
(NOTE: Meeting will be held via ZOOM only.)
https://us02web.zoom.us/j/83065435163?pwd=aEx5S0pMQUtNS01jSUtFaDNkVHpXQT09
Meeting ID: 830 6543 5163 | Passcode: 093670
One tap mobile +13462487799,,83065435163#,,,,,,0#,,093670# 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 Invited to be Heard *(3 Minutes Per Person)*

E. Approval of Minutes from the Regular Board of Directors Meeting November 18, 2020

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

G. Covid-19 Relief Funds Grant Program Upstate Colorado - J. Liley

H. A resolution of the Board of Directors of the Windsor, Colorado, Downtown Development Authority electing to exercise an option to purchase certain real property – Resolution 2020-DDA-04

I. A resolution of the Board of Directors of the Windsor, Colorado, Downtown Development Authority approving the purchase of certain real property and authorizing the board chair to execute documents in connection therewith– Resolution 2020-DDA-05

J. Consideration of a contract with Ayres Associates Inc, for FY 2021 services, and authorizing the board chair to execute the contract.

K. Consideration of a Legal Services Agreement with Liley Law, LLC, and authorizing the board chair to execute the agreement.…

L. Consideration of a lease agreement between the DDA and Cosner Holdings, LLC, for the lease of office space for the DDA, and authorizing the board chair to execute the lease agreement.

M. Backlot Alley –Ehrlich quitclaim deed - J. Liley, M. Ashby

N. KEY INTIATIVES: **8:30AM**

1. Committee Assignments – Board Lead and Topics
2. Mill Project Update – No Updates.
3. Backlot Boardwalk Update
   - i. 215 4th Street Update
     1. Development Proposal Due 12/31/20
   - ii. Backlot Alley
     1. Follow up from work session discussion
   - iii. 512 Ash Demolition
     1. Demolition Status Update – (Mike Scholl)
   - iv. Backlot Development
     1. Development Proposals Due 12/31/20
4. District Expansion/Sustainability

Note: Double Underlined items indicate attachments.

O. Executive Director's Report – M. Ashby

P. COMMUNICATIONS & NEWS:

Q. Adjourn 9:15AM

Note: Double Underlined items indicate attachments.

BOARD OF DIRECTORS MEETING
November 18, 2020 | 7:30AM– 9:00AM
301 Walnut Street, Third Floor, Windsor, CO 80550
(NOTE: Meeting will be held IN PERSON, access via South Doors however, ZOOM attendance will be available as well.)
https://us02web.zoom.us/j/85771689941?pwd=OVVmbE1Sbk5pSWozTWEwcmVRTE1ydz09
Meeting ID: 857 7168 9941
Passcode: 286812
One tap mobile +13462487799,,85771689941#,,,,,,0#,,286812#

Attendance:
Dan Stauss, Dean Koehler, Paul Rennemeyer, Heidi Washburn. (In Person). Brent Phinney (Digital.) Excused: Jim Cosner, Dan Brunk. Staff: Matt Ashby, Josh Liley (Digital.) Guests: Kelly Hall, Ken Puccinera, Liz Newman.

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 – **Move to approve as presented. DK, HW. Approved unanimously.**

D. Public Invited to be Heard *(3 Minutes Per Person) None.*
E. Approval of Minutes from the Regular Board of Directors Meeting October 21, 2020 **Motion to adopt as presented. DK, HW. Approved unanimously.**
F. Report of Bills– M. Ashby – **Move to approve. DK. HW. Approve unanimously.** *Discussion - PR: Just wanting additional transparency. Including additional billing detail. DS: Matt emails me the invoice to review completely for approval.* **Request – Matt to send invoices to entire board**.

G. Postponement of Wine/Chocolate Walk - *DS: Michelle has been in communication with the DDA and requested postponement of the event. This was confirmed by the Chamber Board Chairman. There's concern about attendance and the amount of tickets that might be sold. HW: Halloween was a success, Windsor Wonderland is on board. We put a lot of time into pursuing this and are frustrated. The way I'm reading this is whether we're passionate about this event and make it a success. Are we going to have to scramble at the last minute to run this event? DS: We could reach out to out prior contractor to see if she can proceed. PR: I'm in favor of the event either way. In Feb or May. We are contemplating requesting from CDOT a request to close down Main Street. The event date is/was scheduled for Saturday, February 6. This event would be a great option. The only thing about putting this off is that we kick the can with CDOT. With their support, we lose the momentum working with CDOT. DK: Possibly consider shifting to the spring. DK: We could look at coordinating with the weekend before Mother's Day. PR: I think we would need to shift the theme? DS: I think we could expand the event to be geared toward families. HW: we could have cotton candy, and other music options. DS: Carriage rides, etc. DK: I'd like to see about shifting to April/May. PR: I want to make sure this is not taking away steam. If this is coming from the Chamber, I don't want to take away steam from the organization.* **MA – Reach out to Michelle and find out alternative date or options.** *PR: The only thing to contrary is that Feb is a slow time for retailers and restaurants. That would be the primary push. If our goal is to promote business activity, then a late Spring date wouldn't meet that goal. HW: I feel like spending that amount of money, with the uncertainty is tough. Is there something that we can shift to in Feb to see what options might be. We need to get on it quickly. I would prefer to reach out to Amie (DS also suggested Kristie Melendez). Request is to provide an promotional event that can be executed in Feb with varying conditions and flexibility. DK: I'm concerned that we wouldn't have enough funds to support 2 events. DS: We need to check in with*

Michelle and see about shifting to April/May. **I'm in favor of contacting several people and seeing what our options are, report back.** *Deadline prior to next board.*

H. Liz Newman – McCauley Development – Development Presentation – *LN presented highlights of the concept she is pursuing. KP: Provided detailed concepts and comprehensive look at the area they are pursuing in response to the RFP. Discussion: DK – Questioned traffic patterns and would like additional information in the future. KP: Noted that a proposed parking structure was reduced from 5-stories to 3, with a happy medium to just under 200 spaces. DK: Adding more density could add traffic issues to resolve as well. KP: Traffic is positive for retailers. DS: Any information on the Legion? LN: Concept would be to finish out the 4th Street property to shift the Legion. DS: I would encourage consideration of building vertical on 4th Street.* ***MA – Provide presentation out to the entire board.*** *HW: I like the scale of the project. It feels like a good fit. DK – Raised some discussions regarding support for the housing component was raised a*

I. Covid-19 Relief Funds Grant Program. Authorizing the Chair to execute a grant agreement with the State of Colorado/Weld County for the receipt of CARES Act funds, in a form acceptable to DDA legal counsel.

Matt provided an overview of the grant and that the agreement is geared toward small business. JL clarified the elements of the agreement. **Motion: HW. Second: DK. Approved unanimously.**

J. 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, 2021 – Resolution 2020-DDA-02

Discussion: DS – Recommend leaving the Mill Levy at the current rate. DK, BP both expressed support.
Motion to adopt. DK, Second. HW. Approved unanimously.

K. 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 the business of said authority, and the appropriation of funds therefor, for the fiscal year ending December 31, 2021 – Resolution 2020-DDA-03, 2021 Final Budget, 2021 Final Workplan

MA presented an update on the projected property taxes. **DK – Motion to adopt the resolution as presented. Second. HW. Approved unanimously.**

L. KEY INTIATIVES: 8:30AM

1. Committee Assignments – Board Lead and Topics
2. Mill Project Update – No Updates.
3. Backlot Boardwalk Update
    - i. 215 4th Street Update
        1. Construction Estimate
    - ii. Backlot Alley
        1. Alley Design Update
        2. Public Meeting – 11/18/20 at 4:30PM via Zoom
    - iii. 512 Ash Demolition
        1. Demolition Status Update – (Mike Scholl)
    - iv. Backlot Development
4. District Expansion/Sustainability

M. Executive Director's Report – M. Ashby

N. COMMUNICATIONS & NEWS:

Note: Double Underlined items indicate attachments.

Congratulations – Governor's Award – Windsor Mill

O. Adjourn 9:15AM

Motion to adjourn at 9:37AM.

Note: Double Underlined items indicate attachments.

Bank Reconciliation

Board Audit

TOWN OF WINDSOR
301 WALNUT STREET
WINDSOR, CO 80550
WWW.WINDSORGOV.COM
(970) 674-2400
MON-FRI 8AM TO 5PM

User: pnolan
Printed: 12/08/2020 - 4:29PM
Date Range: 10/01/2020 - 11/30/2020
Systems: 'AP'

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 19 DOWNTOWN DEVELOPMENT AUTHORI				
Department: 486 DOWNTOWN DEVELOPMENT AU				
95990	DITESCO LLC	DOWNTOWN ALLEYWAY IMPROVMENTS	10/02/2020	14,375.43
95998	XCEL ENERGY	XCEL BILL - DDA	10/09/2020	10.43
96049	WENDY BURT-THOMAS	WINDSOR DDA JULY-SEPT 2020 - QUARTERLY EMAILS, NEWSLETTERS, ETC.	10/09/2020	1,200.00
96066	COFFEY ENGINEERING & SURVEYING LLC	SURVEY SERVICES WINDSOR DDA BURLINGTON SUBDIVISION LOT 22	10/09/2020	55.00
96075	STEPHEN P DINARDO	CONSULTING AGREEMENT FOR ASH ST DEMO	10/09/2020	2,250.00
96190	COREN PRINTING INC	12 DDA MEMBER NAME BADGES	10/16/2020	144.00
96193	MANWEILER HARDWARE INC	15 3X5 POLY FLAGS, 15 5' ALUM POLE - DDA	10/16/2020	375.57
96220	DIGI PIX SIGNS	CUSTOM LOGO GRAPHICS AND INSTALLATION	10/16/2020	664.96
96240	LILEY LAW OFFICES LLC	DDA LEGAL SERVICES	10/16/2020	3,240.00
96322	SMART MARKETING LLC	DDA WEBSITE MANAGEMENT	10/23/2020	216.50
96363	DITESCO LLC	DOWNTOWN ALLEYWAY IMPROVEMENTS - DDA	10/23/2020	14,308.45
96547	THE HEART DISTILLERY LLC	DDA - HAND SANITIZER	11/06/2020	1,371.22
96637	XCEL ENERGY	XCEL BILL-DDA	11/20/2020	19.44
96658	K AND W PRINTING INC	DDA NEW LOGO POLOS - 5	11/20/2020	228.50
96682	SMART MARKETING LLC	20 ELVES - DDA	11/20/2020	142.95
96706	BG BUILDINGWORKS INC	PROFESSIONAL SVCS FROM SEPT 16 TO OCT 15, 2020 - ALLEY ENHANCE	11/20/2020	791.70
96713	DITESCO LLC	DOWNTOWN ALLEYWAY IMPROVEMENTS	11/20/2020	11,924.38
96720	NATIONAL INSPECTION SERVICES	PHASE I ESA - 414A MAIN ST AERIAL PHOTOGRAPHY	11/20/2020	2,325.00
		Total for Department: 486 DOWNTOWN DEVELOP		53,643.53
		Total for Fund:19 DOWNTOWN DEVELOPMENT A		53,643.53

Grand Total	53,643.53

DOWNTOWNTOWN DEVELOPMENT FUND – 19

ACCT. NO.	ACCOUNT NAME	2017 ACTUAL	2018 ACTUAL	2019 ACTUAL	2020 BUDGET	ACTUAL - Thru OCT 2020	PROJECTED NOV-DEC 2020	2020 PROJECTED	2021 BUDGET	NOTES
DDA FUND REVENUE - 10										
4001-000	Beginning Fund Balance	657,431	852,825	745,475	494,682	494,682				
4311-00	Property Tax From Mill Levy	21,343	25,542	27,137	41,380	44,704	0	44,704		
4312-00	Auto Tax	1,432	1,953	1,826	1,500	1,575	0	1,575		
4324-00	Incremental Property Tax	26,692	32,333	49,120	76,505	67,508	0	67,508		
4334-00	Grants	2,811	2,712	4,273	8,000	0	0	0		
4364-00	Interest Income	89	94	23	5	13	0	13		
4367-00	Donations	0	0	1,840,000	0	0	0	0		
4376-00	Transfer from TOW General Fund	332,004	614,500	382,000	393,460	295,095	98,365	393,460		
	Sub-Total	*384,371*	*677,134*	*2,304,378*	*520,850*	*408,894*	*98,365*	*507,260*	*0*	
	DDA REVENUE TOTAL	**384,371**	**677,134**	**2,304,378**	**520,850**	**408,894**	**98,365**	**507,260**	**0**	
	AVAILABLE RESOURCES	**1,041,803**	**1,529,959**	**3,049,854**	**1,925,414**	**903,577**	**98,365**	**507,260**	**0**	
DDA FUND EXPENDITURES - 19										
6210-0	Office Supplies	78	0	0	200	665				
6213-0	Public Relations/Advertising	13,518	10,708	10,598	25,000	10,725				
6214-0	Board Development	3,561	2,415	3,574	5,000	308				
6217-0	Dues/Fees/Subscriptions	1,552	724	1,631	1,500	5,000				
6218-0	Small Equipment	0	0	0	0	0				
6219-0	Special Equipment	0	19,900	5,364	115,000	0				
6242-0	Street Repair/Maintenance	0	271	14,760	5,000	2,559				
6245-0	Travel/Mileage	0	0	0	500	0				
6246-0	Liability Insurance	243	4,380	7,513	4,500	3,800				
6252-0	Legal Services	78,347	22,506	28,135	35,000	15,692				
6253-0	Contract Service	20,301	75,251	59,418	80,000	53,025				
6256-0	Publishing/Recording	0	0	0	750	0				
6260-0	Utilities	0	0	142	0	0				
6263-0	Postage	186	217	37	500	92				
6264-0	Printing/Binding	0	0	0	500	0				
6267-0	Study/Review/Analysis/Consulting	52,888	34,871	70,110	185,000	73,436				
6268-0	County Treasurer Fees	610	870	8,890	800	1,683				
6269-0	Miscellaneous	0	0	0	0	0				
6270-0	Façade Program	0	15,891	0	120,000	0				
6290-0	Elections	0	0	0	10,000	0				
	Operating & Maintenance Total	*171,284*	*188,004*	*210,172*	*589,250*	*166,985*	*0*	*0*	*0*	
7302-00	Admin Support Charge by Town of Windsor	5,000	5,000	5,000	5,000	3,750				
7321-00	Interest Expense/Loan	0	0	0	0	0				
7350-00	Principal Expense/Loan	0	0	0	0	0				
7340-00	Debt Issuance Cost	0	0	0	0	0				
	Interfund Loans & Transfers Total	*5,000*	*0*	*5,000*	*5,000*	*3,750*	*0*	*0*	*0*	
8410-000	Land	10,000	497,962	0	300,000	383,337				
8412-000	Site Improvements	0	0	2,340,000	65,000	688				
8440-000	Machinery & Equipment	0	0	0	0	0				
	Capital Outlay Total	*10,000*	*497,962*	*2,340,000*	*365,000*	*384,025*	*0*	*0*	*0*	

DOWNTOWNTOWN DEVELOPMENT FUND - 19

ACCT. NO.	ACCOUNT NAME	2017 ACTUAL	2018 ACTUAL	2019 ACTUAL	2020 BUDGET	ACTUAL - Thru OCT 2020	PROJECTED NOV-DEC 2020	2020 PROJECTED	2021 BUDGET	NOTES
DDA FUND EXPENDITURES TOTAL		**186,284**	**685,966**	**2,555,171**	**959,250**	**554,760**	**0**	**0**	**0**	
BEGINNING FUND BALANCE		**657,431**	**852,825**	**745,475**	**(69,465)**	**494,682**	**0**	**0**	**0**	
REVENUE		**384,371**	**677,134**	**2,304,378**	**1,994,879**	**408,894**	**98,365**	**507,260**	**0**	
AVAILABLE RESOURCES		**1,041,803**	**1,529,959**	**3,049,854**	**1,925,414**	**903,577**	**98,365**	**507,260**	**0**	
EXPENDITURES		**186,284**	**685,966**	**2,555,171**	**1,920,879**	**554,760**	**0**	**0**	**0**	
ENDING FUND BALANCE		**855,519**	**843,993**	**494,682**	**4,535**	**348,817**	**98,365**	**507,260**	**0**	
	EXPENDITURES BY CATEGORY									
	Operating & Maintenance	171,284	188,004	210,172	304,800	166,985	0	0	0	
	Debt Service & Transfers	5,000	0	5,000	32,691	3,750	0	0	0	
	Capital Outlay	10,000	497,962	2,340,000	1,275,000	384,025	0	0	0	
	TOTAL EXPENDITURES	**186,284**	**685,966**	**2,555,171**	**1,920,879**	**554,760**	**0**	**0**	**0**	

RESOLUTION 2020-DDA-04

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE WINDSOR, COLORADO, DOWNTOWN DEVELOPMENT AUTHORITY ELECTING TO EXERCISE AN OPTION TO PURCHASE CERTAIN REAL PROPERTY

WHEREAS, on September 17, 2020, the Windsor, Colorado, Downtown Development Authority (the "DDA") entered to an agreement with Denise L. Marquardt (the "Seller") entitled "Option Agreement" concerning the real property legally described as follows (the "Option Agreement"):

> Lot 11, Block 5, Except the East 10 feet of Lot 11, Town of Windsor, County of Weld, State of Colorado (the "Optioned Property");

WHEREAS, pursuant to the Option Agreement, the DDA has the irrevocable right to purchase the Optioned Property, on the terms and conditions set forth in the Option Agreement, for the sum of Thirty-Five Thousand Dollars ($35,000.00), deducting therefrom the Option Payment paid to the Seller thereunder, by exercising the Option within the Option Term;

WHEREAS, to exercise the Option, the DDA must give written notice to the Seller before expiration of the Option Term on March 16, 2021; and

WHEREAS, the DDA desires to purchase the Optioned Property by exercising the Option under the Option Agreement.

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE WINDSOR, COLORADO, DOWNTOWN DEVELOPMENT AUTHORITY that:

1. The DDA hereby elects to purchase the Optioned Property by exercising the Option under the Option Agreement; and

2. The DDA hereby directs DDA legal counsel to given written notice to the Seller that the DDA is exercising the Option prior to expiration of the Option Term.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Windsor, Colorado, Downtown Development Authority this 16th day of December, 2020

[Signatures on the following page.]

Dan Stauss, Chair

ATTEST:

Dean Koehler, Secretary

RESOLUTION 2020-DDA-05

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE WINDSOR, COLORADO, DOWNTOWN DEVELOPMENT AUTHORITY APPROVING THE PURCHASE OF CERTAIN REAL PROPERTY AND AUTHORIZING THE BOARD CHAIR TO EXECUTE DOCUMENTS IN CONNECTION THEREWITH

BE IT RESOLVED BY THE BOARD OF DIRECTORS ("Board") OF THE WINDSOR, COLORADO, DOWNTOWN DEVELOPMENT AUTHORITY ("DDA") that the DDA hereby approves the purchase of the real property legally described as follows:

> Lot 11, Block 5, Except the East 10 feet of Lot 11, Town of Windsor, County of Weld, State of Colorado

on the terms and conditions set forth in that certain agreement entitled "Option Agreement" entered into by and between the DDA and Denise L. Marquardt on September 17, 2020.

BE IT FURTHER RESOLVED that the Board hereby authorizes the Board Chair to execute on behalf of the DDA all documents necessary to complete the transaction described above.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Windsor, Colorado, Downtown Development Authority this 16th day of December, 2020.

____
Dan Stauss, Chair

ATTEST:

____
Dean Koehler, Secretary

MASTER AGREEMENT FOR PROFESSIONAL SERVICES

THIS MASTER AGREEMENT is made and entered into on December 16, 2020, 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

____
Dan Stauss, Chairman

Date: ______________________________

Attest:

____
Dean Koehler, Secretary

CONSULTANT:
Ayres Associates Inc

____
Scott Wilson, Vice President

Date: ______________________________

Attest:

____
Matthew J. Ashby, Urban Planner/Project Manager

Date: ______________________________

ATTACHMENT A – SCOPE OF SERVICES

This is an attachment to the Master Agreement dated December 16, 2020, between the Windsor Downtown Development Authority (OWNER) and Ayres Associates Inc (CONSULTANT).

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

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

ARTICLE 1 – BASIC SERVICES

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

ARTICLE 2 - ADDITIONAL SERVICES

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

ARTICLE 3 - OWNER'S RESPONSIBILITIES

OWNER will provide general support services to CONSULTANT including timely response to requests for information. Additionally, OWNER agrees to provide monthly financial reporting. If Owner desires that CONSUTLANT 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 16, 2020, 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, 2021, and ending December 31, 2021, unless sooner terminated as hereinafter provided.

ATTACHMENT C – COMPENSATION AND PAYMENTS

This is an attachment to the Master Agreement dated December 16, 2020, 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 16, 2020, between Windsor Downtown Development Authority (OWNER) and Ayres Associates Inc (CONSULTANT).

ARTICLE 6 - GENERAL CONSIDERATIONS

6.1 Standard of Performance

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

6.2 Work Product

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

6.3 Electronic Files

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

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

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

6.4 Insurance

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

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

i. Any and all deductibles or self-insured retentions contained in any insurance policy shall be assumed by and at the sole risk of CONSULTANT.

ii. If any of the required insurance policies shall fail at any time to meet the requirements contained above, as to form or substance, or if the company issuing such policy shall be or at any time ceases to be approved by the State of Colorado, a new policy shall be promptly obtained.

iii. All required insurance shall be obtained from financially responsible insurance companies, authorized to do business in the State of Colorado and acceptable to OWNER, in its reasonable discretion.

iv. OWNER shall all be named as additional insureds on the commercial general liability and automobile liability insurance policies required above.

v. Coverage required of CONSULTANT shall be primary over any insurance or self-insurance program carried by OWNER.

vi. The above insurance policies shall include provisions preventing cancellation or non-renewal without at least forty-five (45) days' prior notice to OWNER.

vii. All insurance policies in any way related to this Agreement and secured and maintained by the CONSULTANT shall include clauses stating that each carrier shall waive all rights of recovery, under subrogation or otherwise, against OWNER.

viii. CONSULTANT shall provide to OWNER certificates showing insurance coverage required under this Agreement within seven (7) business days of execution of this Agreement. No later than fifteen (15) days prior to the expiration date of any such coverage, CONSULTANT shall deliver to OWNER certificates of insurance evidencing renewal of any such coverage. In addition, upon request by OWNER at any time during the term of this Agreement, CONSULTANT shall, within ten (10) days of such request, supply to OWNER evidence satisfactory to OWNER of compliance with the insurance requirements contained in this Agreement.

6.5 Termination

6.5.1 Termination by OWNER. OWNER may terminate this Agreement at any time without cause upon fifteen (15) days' prior written notice to CONSULTANT. If this Agreement is terminated by OWNER, OWNER will pay CONSULTANT for work accomplished through date of termination. Notwithstanding the above, CONSULTANT shall not be relieved of liability to OWNER for damages sustained by OWNER by virtue of any breach of this Agreement by CONSULTANT and OWNER may withhold any payments to CONSULTANT for the purpose of setoff until such time as the exact amount of damages due OWNER from CONSULTANT is determined. All work accomplished by CONSULTANT prior to the date of such termination shall be recorded and tangible work documents shall be transferred to and become the sole property of OWNER prior to payment for services rendered.

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

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

6.6 Controlling Law

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

6.7 Successors and Assigns

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

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

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

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

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

6.9 Betterment

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

6.10 Acceptance Not Waiver

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

6.11 Independent Contractor

<u>6.11.1 Status as Independent Contractor</u>. 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.

<u>6.11.2 Solicitation of Agreement</u>. 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

<u>6.12.1 Use of Subconsultants</u>. 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.

<u>6.12.2 Responsibility for Employees and Subconsultants</u>. 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

<u>6.15.1 Technical Accuracy</u>. 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.

<u>6.15.2 Indemnification</u>. 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.

<u>6.15.3 Default</u>. 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

<u>6.16.1 Inspection of Records</u>. 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.

<u>6.16.2 Retention of Records</u>. 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.

<u>6.16.3 Open Records Act</u>. 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.

<u>6.16.4 Confidentiality</u>. 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 16, 2020, 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 16, 2020, 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;
- Large development projects and associated 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 Projects Services as directed by the Windsor DDA Board.

[Budget worksheet on the following page.]

Windsor DDA - 2021 Rate Table							
	Task Type/Rate		Est. Hours (Monthly)		Labor Cost		Total
Staff	Regular	Admin	Regular	Admin	Regular	Admin	
Ashby	$ 168.00	$ 135.00	38	8	$ 6,384.00	$1,080.00	$ 7,464.00
Ward	$ 106.50	$ 68.50	6	8	$ 639.00	$ 548.00	$ 1,187.00
Scholl	$ 158.00	$ 133.00	14	7	$ 2,212.00	$ 931.00	$ 3,143.00
Land	$ 148.00	$ 130.00					
Clermont	$ 79.00	$ 47.00	0	9	$ -	$ 423.00	$ 423.00
Estimated Monthly Hours			58	32			90
Estimated Monthly Total							$ 12,217.00
Annual Labor							$ 146,604.00
Estimated Annual Expenses							$ 3,396.00
Grand Total							**$ 150,000.00**

General Services, Special Projects 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.

Prior to utilizing additional staff members, Consultant shall notify Owner of staff identity and his or her hourly rate. Owner reserves the right to decline Consultant's use of such additional staff members.

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 projects. Where possible, specific add-on labor requests with definable scopes will be estimated, with a cap established.

December 11, 2020

Windsor Downtown Development Authority
Attn: Dan Stauss, Board Chair
301 Walnut Street
Windsor, Colorado 80550

Re: Legal Services Agreement with Liley Law, LLC

DDA Board of Directors:

With Lucia's retirement, I have decided to wind down the operations of Liley Law Offices, LLC, and start the similarly named Liley Law, LLC, which I will begin practicing under starting January 1, 2021.

As I will be practicing law under a new legal entity, a new legal services agreement with the DDA is necessary. Attached please find a legal services agreement for Liley Law, LLC, the form of which is substantially similar to the existing agreement between Liley Law Offices, LLC, and the DDA. The only changes I have made from the existing legal services agreement are the inclusion of the final paragraph, relating to storage of files after termination of representation, and a $10.00 per hour increase in my rate, which is currently at $180 per hour.

In the nine years I have been representing the DDA, my rates have been raised only once and the last increase occurred in 2015. The hourly rate I am proposing represents a 30+% discount off of my current rate for private clients and is significantly lower than what I am billing other governmental and non-profit clients. It was Lucia's policy to offer discounted rates to governmental and non-profit clients, and I intend to continue this practice. Though rate increases will likely be more regular in the future, I will always provide services to the DDA at below-market rates.

Representing the DDA these past nine years has been a rewarding and enjoyable experience, and the organizational growth that has occurred since the DDA's first days has been quite impressive. With but rare exception, each successive DDA board that I've worked with in that time has been comprised entirely of members who not only cared about the downtown community and wanted to see it prosper, but who were willing to make the commitment of time and energy necessary for that growth to occur. I believe that the DDA is poised to be a key player in several transformative projects in downtown in the near future and I a genuinely look forward to playing a role in the exciting days the DDA has ahead of it. It has been an honor and a privilege to represent the DDA these nine years, and I welcome the opportunity to continue that representation in the years to come.

▪ JOSHUA C. LILEY, ESQ. ▪
▪ 419 CANYON AVENUE, SUITE 220, FORT COLLINS, COLORADO 80521 ▪
▪ TELEPHONE (970)449-8723 ▪

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 ("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-Biley 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	190
Legal Assistants and Paralegals	140

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, a body corporate and politic

By: ______________________________________

Dan Stauss, Chair

ATTEST:

By: ______________________________________

Dean Koehler, Secretary

COLORADO COMMERCIAL LEASE

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

1. **DESCRIPTION OF LEASED PREMISES**: The Lessor agrees to lease to the Lessee a six hundred (600) square feet office suite located at 628 Main Street, Windsor, CO 80550 (hereinafter referred to as the “Premises”).

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

Office space for the Windsor, Colorado, Downtown Development Authority.

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

3. **TERM OF LEASE, RENEWAL**: The initial term of this Lease Agreement shall be for a period of six (6) months commencing on January 1, 2021, and expiring at 11:59 p.m. on June 30, 2021 (“Initial Term”). The term of this Lease Agreement shall thereafter automatically renew for three (3) successive six (6) month terms, unless either party gives notice of termination at least sixty (60) days prior to end of the then-current term (each such additional term referred to as an “Extended Term”). Unless terminated sooner, the final Extended Term shall expire at 11:59 p.m. on December 31, 2022.

4. **BASE RENT**: The rate of rent for the Premises for the Initial Term or any Extended Term shall be Eighteen Hundred Dollars ($1,800.00) (the “Rent Payment”). For the Initial Term, the Lessee shall pay the Rent Payment to the Lessor on or before January 14, 2021. For any Extended Term, the Lessee shall pay the Rent Payment to the Lessor on the first day of the first month of any such Extended Term.

5. **EXPENSES**: It is the intention of the Parties that this Lease Agreement be considered a “Gross Lease” and as such, the Rent Payment shall be the entirety of rent due to the Lessor for the Initial Term or any Extended Term. Therefore, the Lessee is not obligated to pay any additional expenses, including utilities, real estate taxes, insurance (other than on the Lessee’s personal property), charges or expenses of any nature whatsoever in connection with the ownership and operation of the Premises. The Lessor shall be obligated to maintain the general exterior structure of the Premises, and in addition, shall maintain all major systems such as the heating, plumbing, and electrical.

The parking area shall be maintained by the Lessor including the removal of any snow or environmental hazards as well as the grounds and lands surrounding the Premises. The Lessor shall maintain, at its expense, casualty insurance for the Premises against loss by fire which may or may not include any extended coverage. Within thirty (30) days of execution of this Lease Agreement, the Lessee, at its expense, shall obtain and maintain, throughout the Initial Term or any Extended Term, commercial general liability insurance providing coverage for property damage and bodily injury in an amount not less than One Million Dollars ($1,000,000.00), which policy shall name the Lessor as an additional insured. Upon issuance of such policy, the Lessee shall promptly provide to the Lessor a certificate of insurance showing the coverage required herein.

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

7. **LEASEHOLD IMPROVEMENTS**: The Lessee agrees that no leasehold improvements, alterations or changes of any nature, (except for those listed on any attached addenda) shall be made to the Premises or the exterior of the building without first obtaining the consent of the Lessor. The Lessor agrees that the Lessee shall have the right to add the name of the "Windsor Downtown Development Authority" to the monument sign at the front of the building, have signage on the interior door and a removable decal window sign on the south facing window.

8. **OBLIGATIONS OF LESSEE**: The Lessee shall be primarily responsible whenever needed for the routine maintenance and general cleanup of the entranceway leading into the Premises, so that this is kept in a neat, safe and presentable condition. The Lessee shall also be responsible for all minor repairs and maintenance of the Premises, particularly those items which need immediate attention and which the Lessee can perform on its own, including but not limited to, the replacement of light bulbs, as well as the normal repair and cleaning of windows, cleaning and clearing of toilets, etc., and the Lessee shall properly maintain the Premises in a good, safe, and clean condition. The Lessee shall properly and promptly remove all rubbish and hazardous wastes and see that the same are properly disposed of according to all local, state or federal laws, rules regulations or ordinances. In the event the structure of the Premises is damaged as a result of any neglect or negligence of Lessee, its employees, agents, business invitees, or any independent contractors serving the Lessee or in any way as a result of Lessee's use and occupancy of the Premises, then the Lessee shall be primarily responsible for seeing that the proper claims are placed with the Lessee's insurance company, or the damaging party's insurance company, and shall furthermore be responsible for seeing that the building is safeguarded with respect to said damage and that all proper notices with respect to said damage, are made in a timely fashion, including notice to the Lessor, and the party or parties causing said damage. Any damage that is not covered by an insurance company will be the liability of the Lessee. The Lessee shall, during the Initial Term or any Extended Term of this Lease Agreement, at its sole expense, keep the interior of the Premises in as good a condition and repair as it is at the date of execution of this Lease Agreement, reasonable wear and use excepted. This obligation would include the obligation to replace any plate glass damaged as a result of the neglect or acts of Lessee or her guests or invitees. Furthermore, the Lessee shall not knowingly

commit nor permit to be committed any act or thing contrary to the rules and regulations prescribed from time to time by any federal, state or local authorities and shall expressly not be allowed to keep or maintain any hazardous waste materials or contaminates on the Premises. Lessee shall also be responsible for the cost, if any, which would be incurred to bring her contemplated operation and business activity into compliance with any law or regulation of a federal, state or local authority.

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

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

11. **DAMAGE TO LEASED PREMISES**: In the event the building housing the Premises shall be destroyed or damaged as a result of any fire or other casualty which is not the result of the intentional acts or neglect of the Lessee and which precludes or adversely affects the Lessee's occupancy of the Premises, then in every such cause, the Rent Payment shall be abated or adjusted according to the extent to which the Premises have been rendered unfit for use and occupation by the Lessee and until the demised Premises have been put in a condition at the expense of the Lessor, at least to the extent of the value and as nearly as possible to the condition of the Premises existing immediately prior to such damage. It is understood, however, in the event of total or substantial destruction to the Premises that in no event shall the Lessor's obligation to restore, replace or rebuild exceed an amount equal to the sum of the insurance proceeds available for reconstruction with respect to said damage.

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

cause undue interference with the peaceable and quiet enjoyment of the Premises by other tenants of the building.

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

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

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

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

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

18. **NOTICES**: Payments and notices shall be addressed to the following:

Lessor:

Jim Cosner
Cosner Holdings, LLC
204 Maple St., Ste. 104
Fort Collins, CO 80521
topperformer@msn.com
(432)889-3285

Lessee:

Windsor Downtown Development Authority
Attn: Executive Director

301 Walnut Street
Windsor, CO 80550

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

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

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

Cosner Holdings, LLC, a Colorado limited liability company

By: ______________________________________
Jim Cosner

Date: ______________________

Windsor, Colorado, Downtown Development Authority, a body corporate and politic

By: ______________________________________
Dan Stauss, Chair

Date: ______________________

Attest:

____
Dean Koehler, Secretary

Executive Director Report

Date: December 11, 2020
To: Downtown Development Authority Board of Directors
From: Matt Ashby, DDA Executive Director
Re: November-December Report

Meeting Summary:

The following meetings occurred between November 13 – December 11, including:

- 4th Street Developer Tour – 11/13
- Regular Town Manager Meetings – 11/19, 12/3, 12/10
- Weekly DDA Executive Meetings – 11/13, 12/4, 12/11
- Alley Design Progress Meetings – 11/13, 11/23, 11/7, 11/10
- 4th Street Developer Tour – 11/16
- Town Board Budget Work Session – 11/16
- Elf Hunt Social Strategy – 11/17
- Regular Board Meeting – 11/18
- Alley Design Public Info Meeting – 11/18
- National Main Street – Presentation Featuring Windsor Winter Adaptations – 11/19
- Backlot – Interested Developer Meeting – 11/20
- Elf Hunt Packet Assembly and Delivery – 11/20
- Furniture Order Coordination Meeting – 11/23, 11/3
- Greenhouse Meeting – 11/30, 12/2, 12/8, 12/10
- Backlot – Interested Developer Meeting – 12/2
- Restaurant Updates Meeting – 12/8
- CDOT Grant Updates – 12/11
- Backlot – Interested Developer Meeting – 12/11

Billing Breakdown (As of 12/11/20):
General - $76,291 = 97% of Budgeted $78,560 (with 94% of year completed)
*** For the year, $25,624 worth of general budgeted hours have been spent on emergency response activities. This does not include the time spent working on sidewalk café space designs and procurement.***
Backlot - $53,907
Mill - $2,005
Grants - $28,726
Wayfinding - $7,212

Anticipated Workload Dec-Jan:

- 512 Ash Demolition
- Alley Design – Value Engineering, Budget Issues

- 4th Street/Backlot – Review Developer Letters of Interest
- Sidewalk Furniture Grant – Complete Installation

Ayres Contract 2021:
Ayres has had the pleasure of providing management services to the Windsor DDA since 2016. Over that time period, the organization needs have grown and changed, and our approach to management has shifted to meet those needs. FY2021 follows that trend, with several changes intent on continuing to provide the DDA with the services to match its needs.

The revised contract for services for FY2021 is included in your board packet for consideration. A few
highlighted changes to note:

- The contract limit has been increased from $78,560 to $150,000 per direction of the DDA reflecting the adopted budget. This contemplates two items. The first reflects an increase in general services. The second wraps in what have been previously delivered as "on-call" services exempt from the $78,560 contract cap. The Ayres team will be managing to the new contract limit of $150,000 as determined by work requests from the DDA Board.
- Language regarding the office has been included to specify that the office lease and any associated expenses are the DDA's responsibility.
- Hourly rates have been adjusted to reflect an average of 2.4% cost of living adjustment. Rates are divided into an "Administrative" for clerical duties, and "Regular" for professional duties.
- A statement regarding confidentiality of executive session information has also been added.

As always, our team is available to address any questions. And if there are adjustments that need to be made over the course of the year, we stand ready to help in making the contract work efficiently and effusively.

Current Initiatives:

Mill – No Updates.

Backlot –
Backlot Property: Several meetings with interested developers were completed this month. We are reaching out to all interested parties to encourage submittal of letters of interest by Dec 31.

4th Street: Information provided to several developers.

512 Ash: We have the scope of work and the contract documents to the attorney to draft the contract with Hudspeth – the remediation contractor. The application for the variance is currently with CDPHE and we anticipate starting the work on January 4, 2021.

Alley Design:

• Follow up discussions from the DDA work session on the design have begun. We will be identifying value engineering opportunities to address the overall cost.

- Ditesco will be providing a memo to highlight questions for Xcel.

Thru-Lot:

• All necessary research has been completed. A resolution authorizing the Chairman to execute purchase is on the upcoming agenda.

- An environmental report for the Ehrlich Property has been completed and no concerns were identified.

Parking / Crosswalk / Plantings

No updates.

Wayfinding Project

No updates.

Business Engagement

Streetscape Grant (CDOT #1 - $50,000):
The majority of furniture orders have been placed or are pending. Staff have ordered a bar and stools for placement outside Windsor Lake Coffee, along with two additional trash cans. An order for 58 chairs and 20 tables and 2 bike racks was executed 12/11. This latter order will be drop shipped with delivery expected before 12/28. Staff are working to identify additional features that may be necessary to utilize remaining grant funds. We are also talking with CDOT to consider reducing the overall DDA cash match and replace with in-kind services due larger than anticipated amount of time it took to source available furnishings.

Virtual Shopping (CDOT #2 - $5,000): – The virtual elf hunt was deployed. We have received 40 responses to the virtual elf hunt survey to date. Staff are including costs for the elf hunt promotion in the reimbursement request.

Winterization Grant: (CDOT #3 - $50,000): Staff have been working to identify suppliers who can provide product quickly to meet demand. We have identified a greenhouse supplier and are working out the logistics and details. Each unit will be able to house one table with four chairs. We will also be collaborating with the Town who will provide the opportunity to restaurants outside the downtown.

Upstate Colorado Grants –Legal is working on modifying the agreement to apply to our situation. We will look at applying for additional funds if possible.

Façade Improvement Program

Staff received a partial application for 408 Main. We have requested additional information from the property owner to include contractor estimates and drawings.

Main Street
Staff received notification that we have been approved to move to Graduate Status. This move increases our access to additional grant funds and technical assistance services. We have completed all required reporting on our 2020 Mini Grant.

DDA General:
All insurance premiums have been completed. Additionally, required paperwork regarding our annual budget and Mill Levy have been filed with Weld County. In January, we will file our budget with DOLA (Department of Local Affairs) as required by Statute.

Action Checklist Review:

New Items –

- MA – Schedule separate design review meeting for alley plan set. (Meeting Held.)
- MA: Develop additional strategy information for Neighborhood Night Downtown (In Process)
- MA: Add alley design concepts to website platform. (Complete.)
- MA: Research additional event opportunities for Spring. *(To Do.)*
- MA: Requested to send Ayres Invoice to entire board. (To Do.)
- MA: Reach out to Michelle and find out alternative date or options regarding Wine Walk. (In process.)
- MA: Check on alternative events for February. (To Do.)

Carryover –

- *MA: Review need for Cottage Block neighbor meeting after Sept 1. (To Do.)*
- Identify Grants for Wayfinding Implementation (In process, request for sources sent.)