



WINDSOR DOWNTOWN DEVELOPMENT AUTHORITY

P.O. BOX 381, Windsor, CO 80550

www.windsordda.com

BOARD OF DIRECTORS MEETING

December 19, 2018 | 7:30AM– 9:00AM

301 Walnut Street, First Floor Conference Room, Windsor, CO 80550

Agenda

- A. Call to Order 7:30AM**
- B. Roll Call – Welcome New Board Members
- C. Public Invited to be Heard (*3 Minutes Per Person*)
- D. Review of Agenda by the Board and Addition of Items of New Business to the Agenda for Consideration by the Board
- E. Executive Session for the purposes of:
Regarding redevelopment of the backlot properties:
1. Consideration of financial documents protected by the mandatory nondisclosure provisions of the Colorado Open Records Act, pursuant to C.R.S. 24-6-402(4)(g); and
 2. To determine positions relative to matters that may be subject to negotiations, to instruct negotiators, and to receive legal advice on matters related thereto, pursuant to C.R.S. 24-6-402 (4)(b) and (e).
- F. KEY INITIATIVES: 7:45AM**
1. Mill Project Update – None.
 2. Backlot Boardwalk Update
 - i. 512 Ash Street – Parking Lot Conditional Use Permit Process
 3. District Expansion/Sustainability – No Updates
- G. Election of Officers – Vice Chair thru June 2020
- H. Approval of Minutes from the Regular Board of Directors Meeting November 14, 2018 & Special Board Meeting December 7, 2018 – M. Ashby
- I. Report of Bills & Financial Report – M. Ashby
- J. Ayres 2019 Contract – M. Ashby
- K. Executive Director's Report – M. Ashby
- i. Cottage Lot RFP Update
 - ii. Spot the DDA Elf Debrief
- L. COMMITTEE REPORTS: 8:15AM**
1. Marketing Committee
- M. Wayfinding Update – K. Cypher
- N. COMMUNICATIONS & NEWS:**
- O. Adjourn 9:00AM**

Note: Double Underlined items indicate attachments.



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BOARD OF DIRECTORS MEETING

November 14, 2018 | 7:30AM– 9:00AM

301 Walnut Street, First Floor Conference Room, Windsor, CO 80550

Attendance: Dan Stauss, Kristie Melendez, Dean Koehler, Sean Pike, Brent Phinney, Heidi Washburn.

Excused: Dan Brunk. **Staff:** Matt Ashby, Josh Liley. **Public:** Jay Hardy, Bill Wells.

Draft Minutes

- A. Call to Order** **7:30AM**
- B. Roll Call – Welcome New Board Members
- C. Public Invited to be Heard (*3 Minutes Per Person*) *None*.
- D. Review of Agenda by the Board and Addition of Items of New Business to the Agenda for Consideration by the Board **DK - Accept as presented. Second - KM. Approved unanimously.**
- E. Executive Session for the purposes of:
- i. Regarding the status of 512 Ash Street and redevelopment of the backlot properties, to determine positions relative to matters that may be subject to negotiations, to instruct negotiators, and to receive legal advice on matters related thereto, pursuant to C.R.S. 24-6-402(b) and (e).
- DK - Motion to Enter into Executive Session at 7:35AM. Second - KM. Approved unanimously.**
- DK - Motion to close Executive Session at 8:45AM. Second - HW. Approved unanimously.**
- F. KEY INITIATIVES:** **7:45AM**
1. Mill Project Update – None.
 2. Backlot Boardwalk Update
 - i. 512 Ash Street – Parking Lot Conditional Use Permit Process
Ashby presented the need apply for a CUP on the property to enable parking on the property. KM – We need to apply for the new parking. We shouldn't apply for both properties. BP – Move forward on applying for 512 Ash property. We also need to get demolition cost estimate as well. JL – Coordinate with the Town on demolition due to the shared cost. KM – The Town's Public Works building was underbudget.

MA – Get power shut down on 512.
 3. District Expansion/Sustainability – No Updates
- G. Approval of Minutes from the Regular Board of Directors Meeting October 17, 2018 – M. Ashby
BP – Motion to Approve as presented. Second - SP. Approved Unanimously.
- H. Report of Bills (43,358.41) & Financial Report – M. Ashby
DK – Motion to Approve as presented. Second - BP. Approved Unanimously.

MA – Confirm that food payment from appreciation event has been processed. Check in with Town Staff on the Expenditures table. Provide a total update on the Total cost for legal services. Check on grant amounts received.
- I. 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, 2019 – Resolution

Note: Double Underlined items indicate attachments.



WINDSOR DOWNTOWN DEVELOPMENT AUTHORITY

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MA – Presented that this is the recommendation that would set the district’s mill levy. We have been at 5 Mills for the past two years. This is the maximum allowed by Statute.

BP – Motion to Approve resolution as presented. Second - DK. Approved unanimously.

- J. 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, 2019 – Resolution, 2019 Final Budget, 2019 Final Workplan

Discussion – MA highlighted key elements and changes from the original budget as presented. Note that the Town Board will review on Dec 10. JL – We received a tax credit on 512 Ash upon closing and be aware that the tax bill will be due next year.

DK – Motion to Adopt the budget resolution. Second - HW. Approved unanimously.

- K. Executive Director’s Report – M. Ashby

- i. Direction on Pickaxe deliverables

Schedule Pickaxe discussion for Marketing Committee.

MA: We kicked off the pedestrian crossing plan. KM - Look at new crosswalk signage on Locust St. (Send image to Paul Mills)

MA: Check with Kristin on Windsor Wonderland attendance. We need to confirm space set up.

L. COMMITTEE REPORTS:

8:30AM

1. Marketing Committee –

- i. Small Business Saturday planning

KM – Provided rule sheets for the program. MA – Team will distribute materials and elves on Friday along with Small Biz Saturday swag. Include DDA bags as the “free give away” for stores. Pick up window clings at Town Hall on Friday. Wednesday - distribute final playing cards to all participating stores.

MA: Set up next committee. Include Pickaxe items discussion. Add customer service/secret shopper discussion to agenda.

2. Wayfinding Project – Meeting Nov. 27th at Toast 4-7pm

M. COMMUNICATIONS & NEWS:

1. Small Business Saturday – Spot the DDA Elf

December meeting will be held at regular place and time, Dec 19th, 7:30AM.

N. Adjourn

9:15AM

DK - Motion to adjourn. Second - HW. Adjourned At 9:23AM.

Note: Double Underlined items indicate attachments.



WINDSOR DOWNTOWN DEVELOPMENT AUTHORITY

P.O. BOX 381, Windsor, CO 80550

www.windsordda.com

SPECIAL BOARD OF DIRECTORS MEETING

December 7, 2018 | 7:00AM– 9:00AM

301 Walnut Street, First Floor Conference Room, Windsor, CO 80550

Draft Minutes

Board: Dan Brunk, Kristie Melendez, Sean Pike, Brent Phinney, Heidi Washburn, Dan Stauss, Dean Koehler. **Staff:** Matt Ashby, Josh Liley. **Guests:** Jay Hardy, Bill Wells, Shane Hale.

A. Call to Order 7:00AM

B. Roll Call

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

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

E. Executive Session for the purposes of:

Regarding redevelopment of the backlot properties:

1. Consideration of financial documents protected by the mandatory nondisclosure provisions of the Colorado Open Records Act, pursuant to C.R.S. 24-6-402(4)(g); and
2. To determine positions relative to matters that may be subject to negotiations, to instruct negotiators, and to receive legal advice on matters related thereto, pursuant to C.R.S. 24-6-402 (4)(b) and (e).

Dan Brunk - Motion to enter into Executive Session. Second - Heidi Washburn. Approved Unanimously at 7:09AM.

8:16AM – Guests were excused. SP, and HW departed.

KM - Motion to adjourn Exec Session. Second - DK. Approved unanimously at 8:38AM.

F. Adjourn 9:00AM

Adjourned at 8:40AM.

Note: Double Underlined items indicate attachments.

DDA REPORT

Volume 6, Issue 9
October 2018



WINDSOR DDA REVENUE

Summary October 31, 2018	Collections	Budget	% of Budget
Property Tax Mill Levy	\$24,903	\$23,944	104.01%
Auto Registration Tax	\$1,576	\$850	185.41%
Grants	\$0	\$5,500	0.00%
Incremental Property Tax	\$31,512	\$34,437	91.51%
Interest	\$56	\$5	1120.00%
Town of Windsor Funding	\$555,000	\$357,000	155.46%
Total	\$613,047	\$421,736	145.36%

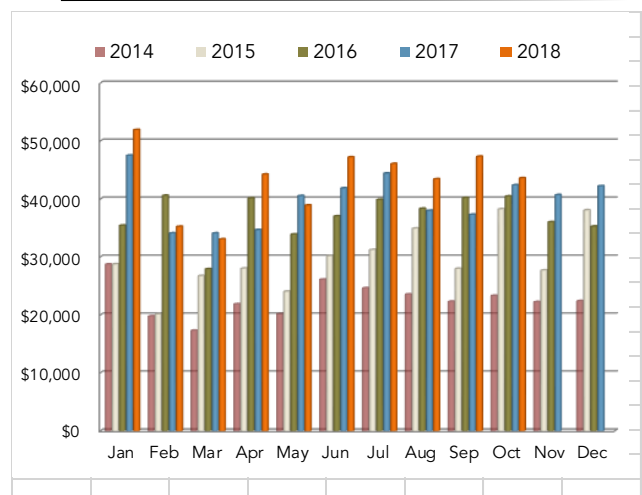
WINDSOR DDA EXPENDITURES

Summary October 31, 2018	Expenditures	Budget	% of Budget
Operations			
Office Supplies	\$0	\$200	0.00%
Public Relations/Advertising	\$7,056	\$15,000	47.04%
Board Development	\$1,801	\$5,000	36.02%
Dues/Fees/Subscriptions	\$1,322	\$1,500	88.13%
Special Equipment	\$6,400	\$25,000	25.60%
Street Repair/Maintenance	\$0	\$2,500	0.00%
Travel/Mileage	\$0	\$500	0.00%
Liability Insurance	\$4,380	\$2,500	175.20%
Legal Services	\$57,736	\$40,000	144.34%
Contract Services	\$0	\$77,000	0.00%
Publishing/Recording	\$0	\$750	0.00%
Postage	\$184	\$500	36.80%
Printing/Binding	\$0	\$500	0.00%
Study Review/Consultant	\$19,230	\$65,000	29.58%
Façade Program	\$15,891	\$120,000	13.24%
Administrative Transfer	\$4,167	\$5,000	83.34%
Operations Total	\$118,167	\$360,950	32.74%
Capital			
Site Improvements (Land)	\$497,962	\$280,000	177.84%
Site Improvements	\$0	\$500,000	0.00%
Capital Total	\$497,962	\$780,000	63.84%
Grand Total	\$616,129	\$1,140,950	54.00%

POINTS OF INTEREST

- October 2018 sales tax collections were \$1,202 above October 2017 sales tax collections.
- 2018 average monthly sales tax collection is \$43,118 as compared to \$39,503 for 2017.
- Revenue is over target at the end of October 2018 at 145.36%. This is due to the Town contributing to the purchase of the Bertsch property.
- 2018 expenditures are 54% of the budget amount. The largest expenditure being the land purchase.

MONTHLY SALES TAX COMPARISON



DOWNTOWN DEVELOPMENT AUTHORITY

DDA MISSION STATEMENT

It is the mission of the Windsor DDA 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

Matt Ashby, Executive Director — director@windsordda.com

Dan Strauss, Chairperson — dan@windsordda.com

Term: July 2022

Heidi Washburn — heidi@sfheidi.com

Term: July 2022

Dean Koehler — dean@windsordda.com

Term: July 2021

Sean Pike — Sean@windsordda.com

Term: July 2020

Dan Brunk — dan@haydenoutdoors.com

Term: July 2020

Brent Phinney — brentphinney@hotmail.com

Term: July 2021

Kristie Melendez, TOW Board Liaison—Kristie@windsordda.com

Term: July 2020

MEMO – 2019 Contract

Ayres Associates is pleased to have the opportunity to provide services to the Windsor Downtown Development Authority for 2019. Please see the attached draft contract. Very little has changed in the main contract except the following points:

- A few formatting clean ups
- 5.1.5. Expenses Incurred on Behalf of OWNER – This section previously included authorization for purchases up to \$500. This has been changed defer to the Bylaws as amended earlier this year.

The primary changes are to Attachment F, which describes the services Ayres provides and the staff/rates. Primary changes to note include:

- Simplification of some of the General Services to better reflect what we actually provide (illustrated in a new table format)
- To improve efficiency, I've broken out an hourly rate for "Regular" and "Administrative" hours. For normal activities, we will bill the "Regular" rate. For more menial tasks, like copying, agenda packets, deliveries, and other non-professional tasks, we've provided a reduced rate.
- We will also be adding a new staff member - Logan Ward - as my primary assistant, though I still anticipate Barbara Kloth will be involved in some elements that she has mastered, including invoice processing and Main Street reporting.
- Ayres cost of living adjustment has been included, but due to the Administrative rate, we have been able to increase the total number of hours from last year and maintain the same General Services Total of \$75,560.
- On-call services for Key Initiatives will continue to be billed separately for the Backlot, Mill, Brunner, and Sustainability from the Consulting/Study budget line.

We look forward to another busy and exciting year.

MASTER AGREEMENT FOR PROFESSIONAL SERVICES

THIS MASTER AGREEMENT is made and entered into on December 19, 2018, 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, Urban Planner/Project Manager

Date: _____

ATTACHMENT A – SCOPE OF SERVICES

This is an attachment to the Master Agreement dated December 19, 2018, 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.

ATTACHMENT B - PERIOD OF SERVICES

This is an attachment to the Master Agreement dated December 19, 2018, 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, 2019, and ending December 31, 2019, unless sooner terminated as hereinafter provided.

ATTACHMENT C – COMPENSATION AND PAYMENTS

This is an attachment to the Master Agreement dated December 19, 2018, 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 Seventy-Five Thousand Five Hundred Sixty Dollars (\$75,560.00). (Attachment F contains the estimated hours, direct expenses, and billing rates for staff anticipated to be assigned to the project.)

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; provided, however, that any such request must be authorized by, and consistent with the limitations contained in, the Bylaws of the Windsor, Colorado, Downtown Development Authority. 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 19, 2018, 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

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 negligent performance, 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.

6.17 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 19, 2018, between Windsor Downtown Development Authority (OWNER) and Ayres Associates Inc. (CONSULTANT).

ARTICLE 8 - INSURANCE

7.1 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

7.2 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.

7.3 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.

7.4 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

7.5 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

7.6 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 19, 2018, between the Windsor Downtown Development Authority (OWNER) and Ayres Associates Inc. (CONSULTANT).

Ayres Associates anticipates providing administrative services to the Windsor Downtown Development Authority. Basic services generally include:

- Attendance and management of DDA Board Meetings, production of agendas, minutes and reports;
- Consultant management for projects initiated by the DDA;
- 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.

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.

Windsor DDA - 2019 Rate Table							
	Task Type/Rate		Est. Hours (Monthly)		Labor Cost		Total
Staff	Regular	Admin	Regular	Admin	Regular	Admin	
Ashby	\$ 160.00	\$ 128.00	24	3	\$ 3,840.00	\$ 384.00	\$ 4,224.00
Ward	\$ 103.00	\$ 65.00	8	3	\$ 824.00	\$ 195.00	\$ 1,019.00
Kloth	\$ 98.00	\$ 63.00	6	2	\$ 588.00	\$ 126.00	\$ 714.00
Clermont	\$ 75.00	\$ 45.00	0.5	0.5	\$ 37.50	\$ 22.50	\$ 60.00
Estimated Monthly Hours			38.5	8.5			47
Estimated Monthly Total							\$ 6,017.00
Annual Labor							\$72,204.00
Annual Expenses							\$ 3,356.00
Grand Total							\$75,560.00
On-call services for Key Initiatives, Expenses for Owner, and Travel/Training will be billed hourly (for labor) and expenses categorized to reflect budget line items and are not subject to the contract limits.							
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 \$75,560.00 without direction and prior approval by the Owner.							



WINDSOR DOWNTOWN DEVELOPMENT AUTHORITY

Executive Director Report

Date: December 14, 2018
To: Downtown Development Authority Board of Directors
From: Matt Ashby, DDA Executive Director
Re: November Report

Meeting Summary:

From mid-November thru mid-December, staff focused on completing submittals for Town approval of the budget, executed Small Business Saturday, and continued focus on the Backlot project. We also worked to confirm year-end financial reporting requirements with assistance from the Town to report our Mill Levy for next year to Weld County and prepare our Budget Certification for the Colorado Department of Local Affairs. The following meetings occurred between November 10 – December 14, including:

- Regular Board Meeting – November 14
- Downtown Colorado Inc, DDA Regional Gathering – November 14
- Small Biz Saturday/Elf Drop – November 16
- Brunner Contractor Meeting, Board Member – November 21
- Wayfinding Public Meeting – November 27
- CDOT Meeting (Crosswalks) w/ Russell-Mills Design – November 30
- Windsor Wonderland – December 1
- Special Board Meeting – December 7
- Legion/512 EPA Assessment, Finance Dept Meeting, Windsor Town Board Meeting – December 10
- Elf Pick Up, Gift Card Purchases – December 12

Billing Breakdown (As of 12/10/18):

General (YTD) - \$64,492 = 85% of Budgeted \$75,560 (with 92% of year completed)

Backlot (YTD) - \$19,657

Mill (YTD) - \$3,716

Anticipated Workload December-January:

- Backlot Development Agreement Formalization
- 512 Demolition Estimates
- Conditional Use Permit (Parking at 512 Ash)
- Thru Lot Appraisal
- Main Street Quarterly Reporting
- Main Street Grants & RFPs
- Initiating Cottage Lot Discussion
- Wrapping up Wayfinding Plan



WINDSOR DOWNTOWN DEVELOPMENT AUTHORITY

Current Initiatives:

Mill –Work has begun on the Mill. Staff will document progress and provide updates via social media to help generate excitement about the project.

Backlot –

512 Ash – The Environmental Study for asbestos was completed on December 10th for 512 and the Legion. The lead based paint test equipment was not available, and the technician will return soon to complete that analysis. We anticipate study results before the end of the year.

The application for a Conditional Use Permit has been submitted to the Town. This would allow for a gravel parking lot to be built early in 2019 to accommodate the shift from the 400 Block. Staff will plan to present at Planning Commission and then Town Board in January.

The current budget includes funding for demolition, and the Town has agreed to paying half of the demo costs. It is unlikely the demolition will occur before the end of the year, so those funds will roll over.

The case to resolve the Area of Unknown Ownership is progressing. In addition to the legal steps being handled by the Town, Brinkman has been working on utility plans that would provide the information needed to underground the utilities in the area. The undergrounding of utilities has been a priority for the DDA since inception and this enhancement will remove the overhead utility poles which occupy space and limit the current function in the area for parking, trash, and circulation.

Staff have followed up with Brinkman regarding design of options for the 400 Block. Balancing commercial development with market demand is a key discussion.

Work continues with the American Legion to explore their options. Brinkman has executed contracts to purchase the Legion as well as the 4th Street property. Although the contract signing was delayed, the property is now under contract. The Legion will be meeting on December 20th.

Appraisal quotes have been requested. Most of the groups we contacted could not deliver before the end of the year.

Staff will be working on structuring the form of an agreement which will enable the Board (in conjunction with the Town) to evaluate terms and eventually vote on a final deal.

Main Street – Main Street mini-grant of \$5,000 with a 50% match is targeted for the corner plantings on 5th & Main. Staff will complete necessary items to move forward using these funds. Proposals for the Cottage District project are due December 14. Staff will coordinate with CO Main Street and the Board to finalize and select the consultant to begin work in 2019.



WINDSOR DOWNTOWN DEVELOPMENT AUTHORITY

Façade Improvement Program

Staff is working with legal on closeout of the 501 Main FIP grant and easement.

Parking / Crosswalk

Staff met with CDOT to discussion opportunities on crosswalk options. CDOT reiterated that their primary function is to move traffic. That being said, they are also concerned about safety. During the meeting, several already approved options for enhancing the crossings were discussed. Russell-Mills is working on exploring those options further for presentation to the Board in January.

Specific designs for the Corner Plantings at the 5th & Main intersection will need to be completed and sent to Parks and Rec for bid by February for a planned Spring installation.

Wayfinding Project

Kristin Cypher has continued her efforts in gathering feedback on the wayfinding signage. An open house was held at Toast Coffee and Wine on November 27th and a booth was set up at Windsor Wonderland on December 1st. Both of the preferred options received positive feedback, with some suggestions for fine-tuning. The anticipated schedule is as follows:

December 19th – DDA Final Plan Review

January – Final DDA Approval

February – Town Approval

We will likely want to roll quickly into bidding out the first phase of the project once the Town approves the plan. That way we can work to have signs installed earlier in the summer.

Small Business Saturday

The second annual Spot the DDA Elf program had additional businesses participating. Approximately 40 gamecards were turned in for a chance to win the gift certificates. One card had visited 16 of the 25 locations. Three of four winners have chosen the following locations: Memory Lane Antiques, My Favorite Things, and Hearth. A full debrief and planning timeline for 2019 will be part of the Marketing Committee meeting in January.

Feedback from businesses was positive. Several comments were received that indicated folks would like to see the promotion last longer.

Marketing/Communications

Additional photos and videos of businesses were taken on recent store visits during Elf distribution to create additional highlight videos for social media.



WINDSOR DOWNTOWN DEVELOPMENT AUTHORITY

Action Checklist Review:

New Items –

Update Board Members page on DDA website. (Requested, In Progress)

Move forward on applying for conditional use permit for parking on 512 Ash property. (Application has been submitted.)

Coordinate with the Town on demolition on 512 Ash due to the shared cost. (Discussions have been initiated on bidding.)

Get power shut down on 512 Ash Street. (Off, Full service cutoff in progress)

Billing - Confirm that food payment from appreciation event has been processed. (Completed)

Check in with Town Staff on the Expenditures table. Provide a total update on the Total cost for legal services. (Completed. The Ayres invoices had tagged the wrong line item for General Services which caused the confusion. YTD Legal services are at less than \$20,000 which is well within budget. Ayres invoices have been corrected and the Financial Reports will reflect the correct amounts starting in January.)

Check on grant amounts received. (To Do)

Schedule Pickaxe discussion for Marketing Committee. (Completed, on January agenda)

Check with Kristin on Windsor Wonderland attendance & confirm space set up. (Completed)

Set up next committee Marketing Committee. Include Pickaxe items discussion. Add customer service/secret shopper discussion to agenda. (Completed, Scheduled January 9, 2019)

Carryover –

- Regarding the undergrounding of the utilities for the area of unknown ownership, staff will include future updates that are focused on the Undergrounding to keep track of the details. (Meeting held, ongoing coordination anticipated.)
- Look to secure appraisal quotes and move forward with the lowest responsive, qualified cost. (In communication.)
- Josh - Review the easement on the property and may issue a cease and desist letter for parking on the DDA's through lot. (To Do.)
- Josh – Provide a 1-page form contract in support of the parking program. (To Do.)
- Matt – Check in on insurance once property closing is completed. (Email sent with request for information.)
- Matt: Create project explanation focused on the alley improvements, how long the electrical undergrounding has been a priority for the backlots. (Narrative has been completed. Need to determine how to visually format.)
- Staff – Website – Board positions need to be updated along with leadership roles. (In Progress; Old members removed)
- Add key contacts to the block captain maps. (To Do with next assignment)
- Check with the Legion for names of veterans for posters. (To Do)