

Agenda

- A. **Call to Order** **7:00AM**
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- 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. **Consent Agenda**
- Approval of Minutes from the Board of Director’s Regular Meeting – April 21, 2023  
*Sample motion: “I move that we approve the consent agenda as presented.”*
- E. Public & Partner Agencies Invited to be Heard (3 Minutes Per Person)
- F. **Business/Action Items**
- 
- G. Consideration of a proposal from Mead & Hunt for preparation of revised construction drawings for the downtown wayfinding project in the amount of \$24,000.  
*Sample motion: “I move that we approve the Mead and Hunt proposal; authorize the Executive Director, in consultation with DDA legal counsel, to approve the form of the agreement between the DDA and Mead and Hunt regarding the proposal in an amount not to exceed \$24,000; and authorize the Chair to execute the agreement.”*
- H. Amendments to DDA Bylaws. Consideration of proposed amendments to the DDA bylaws.  
*Sample motion: “I move that we approve the amendments to the DDA bylaws as presented.”*
- I. Façade Improvement Mini Grant Application – 424 Main Street
- Applicant: Jenny Miller
  - Colors and design will be presented at the Board Meeting
  - *Staff recommend conditional approval as detailed in the sample motion.*
- Sample motion: “I move that we conditionally approve funding not to exceed \$500.00 for a Façade Improvement Mini Grant for a new decorative tenant sign at 424 Main Street, pending installation of the sign and final inspection by DDA staff.”*
- J.
- K. Executive Director’s Report
- L. Communications & News
- M. **Adjourn**
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**Agenda**

- A. **Call to Order** **7:05AM**
- B. Roll Call – Annie Loyd, Grant Nisly, Dean Koehler and Paul Rennemeyer. Staff: Michelle Vance and Josh Liley. Guest: Clay Caldwell.
- C. Review of Agenda by the Board and Addition of Items of New Business to the Agenda for Consideration by the Board – *Motion made by AL to add election of officers to the agenda, seconded by GN – Motion passed unanimously.*
- D. **Consent Agenda**
- Approval of Minutes from the Board of Director’s Regular Meeting – March 15, 2023  
*Motion made by PR to approve the consent agenda as presented, seconded by GN – Motion passed unanimously.*
- E. Public & Partner Agencies Invited to be Heard (3 Minutes Per Person) None
- F. **Business/Action Items**
- G. Authorize the Executive Director to Proceed with Developing and Issuing a Request for Qualifications Regarding the Development of a Downtown Master Plan in Partnership with the Town of Windsor Planning Department.  
*Motion made by GN to authorize the Executive Director to proceed with developing and issuing a request for qualifications regarding the development of a downtown master plan in partnership with the Town of Windsor Planning Department, seconded by AL – Motion passed unanimously.*
- H. Election of Officers
- Board Chair
    - AL nominated Dean Koehler as Board Chair. Motion made by AL to appoint Dean Koehler and Board Chair, seconded by GN – Motion passed Unanimously.
  - Board Secretary
    - AL nominated Grant Nisly as Board Secretary. Motion made by AL to appoint Grant Nisly as Board Secretary, seconded by GL – Motion passed unanimously.
- I. Façade Improvement Mini Grant Application –400 Main Street
- Applicant: Brooke Hansen
  - *Staff recommend conditional approval as detailed in the sample motion.*  
*Motion made by GN to conditionally approve funding not to exceed \$500.00 for a Façade Improvement Mini Grant for a new decorative tenant sign at 400 Main Street, pending installation of the sign and final inspection by DDA staff, Seconded by AL – Motion passed unanimously*

- J. Executive Session – Executive session pursuant to C.R.S. 24-6-402(4)(e)(I) for the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and instructing negotiators, regarding the 4<sup>th</sup> Street property jointly owned by the DDA and the Town of Windsor.

*7:19 am Motion made by GN to enter into an executive session pursuant to C.R.S. 24-6-402(4)(e)(I) for the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and instructing negotiators, regarding the 4<sup>th</sup> Street property jointly owned by the DDA and the Town of Windsor, Seconded by AN – Motion Passed Unanimously*

*7:49 am Motion made by AL to exit executive session, seconded by GN – Motion passed unanimously*

- K. Executive Director’s Report

- L. Communications & News

- M. **Adjourn**
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May 3, 2023

Michelle Vance  
Executive Director  
Downtown Development Authority  
Town of Windsor  
301 Walnut St  
Windsor, CO 80550

**Re: Downtown Windsor Wayfinding Signing Design Plans**

Dear Ms. Vance,

Mead & Hunt is please to submit this scope of work to develop a set of revised construction drawings to support the Downtown Wayfinding program based on a revised sign graphic design, sign type and CDOT comments.

## Project Understanding

Our scope is based on the following estimates of new signs by type:

- Vehicular Pillar Directional Signage - 16
- Downtown Kiosks – 8

Our design will conform to the CDOT Guide Signing Policies and Procedures Manual

## Project Approach

Our proposed scope includes:

- 1) Base Plan and Graphic Design Update
  - a. Update base plans to show roadway features including clear zones
  - b. Incorporate new sign graphic design and color palette provided by the DDA
- 2) Signing Design and Plan Update
  - a. Finalize sign locations including field visit
  - b. Finalize sign messages (destinations to be signed on each sign)
  - c. Revise fabrication details including materials, color, font size, arrows, border, logos, etc. and graphic design standards
  - d. Prepare a detailed sign layout plan illustrating each sign identification number, location and direction
  - e. Prepare revised sign installation schedule including sign assembly details (supports and mounting, main plates and subplates, geolocation, direction) and sign image
  - f. Develop renderings of sign locations with proposed signs

- 3) 90% Plan Package
  - a. Compile 90% sign construction plan package including sign layout plan, schedule, fabrication details, construction specifications and quantities
- 4) 100% Plan Package
  - a. Address all comments from the DDA, Town and CDOT on sign locations, types, messages, fabrication details, quantities and costs to develop a final 100% wayfinding signing design package. We will prepare a full construction plan package including sign layout plan, fabrication details for each sign type, specifications, sign schedule and index of quantities. The package will include a final detailed Engineer's estimate of all quantities necessary for sign fabrication and installation for all sign types and construction specifications.
- 5) Assistance/ guidance with CDOT permit application for installation within CDOT right-of-way

#### Deliverables:

- Sign layout plan showing existing and proposed wayfinding signs within the Phase I Downtown area
- Sign schedule/ index of quantities for each sign type
- Sign fabrication details
- Sign construction specifications
- Construction cost estimate including total number of signs by type and unit cost
- Virtual review meeting with DDA (2) and CDOT (1)

## Responsibility of Client

- Existing graphic design files and other related project information
- Timely review of design plans
- Assistance with coordination with Town and CDOT

## Work excluded from the scope of services

Our scope of services excludes public outreach, bid package and support, and construction support services such as:

- **Preparation of final bid package (to be funded by DOLA)**
- Coordination between the Downtown Development Authority, Town, sign fabrication vendor, construction contractor and CDOT designers and inspectors
- Approval sign installation schedule and review/ comment on traffic control plans for sign installation
- Review of bid prices and sign material/ color sample
- Review of Inspection Daily Reports & invoices and recommend payment
- Performing schedule management, permits, utilities, safety, manage field conflicts, change orders, plan redlines, etc.

- Performing catalog cut review, source of supply and shop drawing review.
- Completing redline plan revisions
- Daily construction inspection
- Field verification of compliance with CDOT standards for signs, mounting, foundation placement and design
- Field verification with CDOT Guide Signing Policies and Procedures Manual
- Concrete Testing
- Verification that onsite material matches the material that was approved (e.g. retro reflectivity)

These services, however, can be included upon request for additional fee.

## Compensation

The cost to perform the services described in this proposal is a Lump Sum of \$24,000. Invoices will be sent upon completion of each task and payment is required within 30 days.

Task	Cost/Bid	Scheduled Completion
Task 1: Base Plan and Graphic Design Update	\$2,500	6/30/2023
Task 2: Sign Design and Plan Update	\$6,000	8/15/2023
Task 3: 90% Design Plans	\$6,000	9/30/2023
Task 4: 100% Design Plans	\$7,000	11/30/2023
Task 5: Coordination and Permits	\$2,500	1/31/2024
Final Bid Package	Funded by DOLA	3/15/2024
<b>Total</b>	<b>\$24,000</b>	

***\*Final Bid Package funded in FY 24 by DOLA***

## Authorization

The Scope of Services and Compensation stated in this proposal are valid for a period of thirty (30) days from date of submission. If authorization to proceed is not received during this period, the fees proposed may require adjustments to account for changes in any internal change to billing rates.

Signatures of authorized representatives of the Downtown Development Authority and Mead & Hunt shall convert this proposal to an Agreement between the two parties, and receipt of one signed copy shall be considered authorization to proceed with the work described in the Scope of Services. All services shall be performed in accordance with the *General Terms and Conditions for Engineering, Architectural, or Consulting Services* which is attached hereto and made part of this Agreement and labeled as Exhibit A.

We appreciate the opportunity to submit this proposal to the Windsor DDA. If you have any questions about our proposal, please call me at 410-370-8955.

Respectfully submitted,  
MEAD & HUNT, Inc.

Ms. Michelle Vance

May 3, 2023

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Paul Silberman, P.E., PTOE  
Department Manager

Attachment

Accepted by: Town of Windsor Downtown  
Development Authority

Approved by: MEAD & HUNT, INC.

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

*The above person is authorized to sign for Client  
and bind the Client to the terms hereof.*

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Ms. Michelle Vance

May 3, 2023

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## **Exhibit A . General Terms and Conditions**

Rev. 5-17

Copyright © Mead & Hunt, Inc.

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**Exhibit A. General Terms and Conditions**

**Mead & Hunt, Inc.**  
**General Terms and Conditions (“General Terms”) for Engineering,**  
**Architectural, or Consulting Services**  
**Colorado**

1. Client (hereinafter “Client”) and Mead & Hunt, Inc. hereby mutually agree to the terms and conditions contracted in this Agreement for Engineering, Architectural or Consulting Services, including these General Terms and Conditions for Engineering, Architectural, or Consulting Services, and any and all documents incorporated by reference into this Agreement (together, this “Agreement”). This Agreement constitutes this Agreement between Client and Mead & Hunt, Inc. as pursuant to which Services are to be performed by Mead & Hunt, Inc. Receipt by Client of the executed Agreement shall be considered written authorization for Mead & Hunt, Inc. to proceed. Capitalized terms used but not defined herein shall have the meanings assigned to such terms in this Agreement.
2. Mead & Hunt, Inc. will bill Client monthly, according to the payment method set forth in this Agreement, with net payment due within thirty (30) days. Past due balances shall be subject to an interest charge at a rate of 1% per month. In addition, Mead & Hunt, Inc. may, after giving ten (10) days’ written notice, suspend the Services under this Agreement until Client has paid in full all amounts due it for services rendered and expenses incurred, including the interest charge on past due invoices. The fees or rates stated in this Agreement does not include any applicable state and local sales or use taxes or gross receipts taxes; such taxes shall be the sole responsibility of Client.
3. The fees, Services and Scope of Services stated in this Agreement constitute an estimate of the fees and tasks required to perform the Services. Should the Project involve conceptual or process development services, Services often cannot be fully defined during the initial planning stages. As the Project progresses, facts uncovered may also reveal a change in direction which may alter the Scope of Services. If Client requests modifications or changes in the Scope of Services related to the Project, the time of performance of the Services by Mead & Hunt, Inc. and the fees associated therewith shall be revised and accepted by both parties in writing before Mead & Hunt, Inc. undertakes any additional work beyond the Scope of Services. Mead & Hunt, Inc. is not acting as a Municipal Advisor as defined by the Dodd Frank Act.
4. To the fullest extent permitted by law, Client shall indemnify and hold harmless Mead & Hunt, Inc. and its officers, agents, representatives and employees from and against liabilities, claims, losses, damages, expenses, including but not limited to attorney’s fees and disbursements, arising out of or resulting from (i) delays caused in whole or in part by Client’s interference with Mead & Hunt, Inc.’s ability to provide the Services, including, but not limited to, Client’s failure to provide facilities or information specified in this Agreement, (ii) inaccuracies in documents or other information provided by Client to Mead & Hunt, Inc., or (iii) failure to perform under this Agreement, caused by or that arise in whole or in part by any negligent acts, errors or omissions of Client. Mead & Hunt, Inc. reserves the right to renegotiate this Agreement due to any unforeseen delays caused by events beyond Mead & Hunt, Inc.’s control, such as Force Majeure events as described in Section 26 or other events beyond Mead & Hunt, Inc.’s control, like funding for the Project. If any word or clause of this Agreement is determined not to be in compliance with C.R.S.A. § 13-21-111.5(6), including any amendments thereto, it shall be stricken and replaced and the remaining word, clause and provisions shall remain in full force and effect.
5. Client agrees to provide such legal, accounting and insurance counseling services as may be required for the Project.
6. Mead & Hunt, Inc. will maintain insurance coverage for worker’s compensation, general liability, automobile liability, and professional liability. Mead & Hunt, Inc. will provide information as to specific limits upon written request. If Client requires coverages or limits in addition to those that Mead & Hunt, Inc. currently has in effect as of the date of this Agreement, premiums for additional insurance shall be paid by Client.
7. **MEAD & HUNT, INC. (INCLUDING ITS CURRENT AND FORMER EMPLOYEES, OFFICERS, DIRECTORS OR SHAREHOLDERS) AND OWNER ARE NOT 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, CLAIM OF THIRD PARTIES, OR SIMILAR DAMAGES (“DAMAGES”). NOTWITHSTANDING THE FOREGOING, CLIENT SHALL BE LIABLE HEREUNDER TO THE EXTENT THAT MEAD & HUNT, INC. IS HELD LIABLE BY ITS SUBCONSULTANTS OR A THIRD-PARTY FOR DAMAGES CAUSED BY OWNER OR ITS EMPLOYEES, INDEPENDENT CONTRACTORS, OR AGENTS. IN NO EVENT SHALL MEAD & HUNT, INC.’S OR ITS SUBCONSULTANTS’ LIABILITY ARISING OUT OF OR RELATED TO ANY BREACH OF THIS AGREEMENT EXCEED THE AMOUNT OF FEES BILLED BY MEAD & HUNT, INC. TO CLIENT FOR SERVICES PERFORMED PURSUANT TO THIS AGREEMENT.**
8. Mead & Hunt, Inc.’s (including its current or former employees, officers, directors, or shareholders) liability to Client for any damages shall not exceed the amount of fees billed by Mead & Hunt, Inc. to Client for services performed pursuant to this Agreement within the last twelve (12) months from the date that the last invoice was submitted to Client by Mead & Hunt, Inc., regardless as to whether Client paid such invoice.
9. Mead & Hunt, Inc. and Client agree that the ultimate liability for contaminants or pollutants regardless of its source, and for the actual, alleged, or threatened discharge, dispersal, release, or escape of pollutants, mycotoxins, spores, smoke, vapors, soot, fumes, mold, acids, alkalis, toxic chemicals, mildew, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, buildings, the atmosphere, or body of water shall remain with Client; and the responsibility and/or liability for any of the foregoing and for the ownership and maintenance of any toxic, hazardous, or asbestos materials relating to the project shall remain with Client.
10. Client and Mead & Hunt, Inc. shall not, during the term of this Agreement or after the termination of this Agreement for a period of one (1) year disclose any Confidential Information to any person or entity, or use any Confidential Information for the benefit of Client or Mead & Hunt, Inc., as the case may be, or any other person or entity, except

with the prior written consent of Mead & Hunt, Inc. or Client, as the case may be, or as required by law. The term "Confidential Information" means information marked or designated by Mead & Hunt, Inc. or Client as confidential. Confidential Information includes, but is not limited to, the purpose, duration, or extent of studies, surveys, and tests conducted by Mead & Hunt, Inc. or its subconsultants throughout the duration of this Agreement, ideas, specifications, techniques, models, data, programs, documentation, processes, know-how, and financial and technical information. Notwithstanding the foregoing, Confidential Information shall not include information or material that (i) is publicly available or becomes publicly available through no action or fault of receiving party, (ii) was already in receiving party's possession or known to receiving party prior to being disclosed or provided to receiving party by or on behalf of disclosing party, provided that the source of information or material was not bound by a contractual, legal or fiduciary obligation of confidentiality to disclosing party or any other party with respect thereto, (iii) was or is obtained by receiving party from a third party, provided that such third party was not bound by a contractual, legal or fiduciary obligation of confidentiality to disclosing party or any other party with respect to such information or material, or (iv) is independently developed by receiving party without reference to the Confidential Information. Except as required by law or court order, the provisions of this clause shall apply to Client's communications with members of the public, governmental agencies, and all other individuals or organizations. The restrictions set forth in this section shall remain in full force and effect (a) with respect to the Confidential Information, for a period of six (6) years following the earlier of the termination of this Agreement or the completion of services under this Agreement; and (b) with respect to the Trade Secrets, which shall have the meaning set forth under applicable law, until the Trade Secrets no longer retain their status or qualify as trade secrets under applicable law.

11. Mead & Hunt, Inc. shall retain ownership and property interest in all documents prepared or furnished by Mead & Hunt, Inc. and its independent professional associates and consultants, in connection with the Project, which include, but are not limited to, models, plans, sketches, designs, drawings details, specifications, all data and image files, both electronic and hard copy, as applicable (hereinafter "files"), and such files are part of Mead & Hunt, Inc.'s Instruments of Services. Mead & Hunt, Inc. may release files to any other party involved in the Project; and if such release is not provided for in the Scope of Services, fees may be adjusted before the documents are prepared for electronic submittal. Client is not permitted to use Mead & Hunt, Inc. files for any other project without express written permission from Mead & Hunt, Inc., and Mead & Hunt, Inc. may request Client to return or destroy such files at any time. Mead & Hunt, Inc. makes no representation as to compatibility of electronic files with Client's hardware or software and assumes no liability with respect to any use or reuse of the files by Client. Mead & Hunt, Inc. will have no liability to Client or any third party for any material in or transmitted with the files, including without limitations any virus, worm, trap door, back door, tracker, or other illicit code or program that may result from such use or reuse of files. Client hereby indemnifies and holds harmless Mead & Hunt, Inc. against any and all claims related to any use or reuse of the files. Differences may exist between these electronic files and corresponding hard-copy documents prepared by Mead & Hunt, Inc. and the electronic files, the signed or sealed hard-copy documents shall govern. Because information presented on the electronic files can be modified, unintentionally or otherwise, Mead & Hunt, Inc. reserves the right to remove all indicia of ownership and/or involvement from each electronic display. MEAD & HUNT, INC. PROVIDES THE FILES "AS IS," "WITH ALL FAULTS" AND "AS AVAILABLE." TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. UNDER NO CIRCUMSTANCES

SHALL DELIVERY OF THE FILES FOR USE OR REUSE BE DEEMED AS SALE BY MEAD & HUNT, INC. AND MEAD & HUNT, INC. MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR ANY PARTICULAR PURPOSE. IN NO EVENT SHALL MEAD & HUNT, INC. BE LIABLE FOR ANY LOSS OF PROFIT, DIRECT OR INDIRECT DAMAGES, OR ANY CONSEQUENTIAL DAMAGES AS A RESULT OF THE USE, REUSE OR CHANGES TO FILES OR ANY DATA THEREIN.

12. Termination of this Agreement by Client or Mead & Hunt, Inc. with or without cause, shall be effective upon ten (10) days' written notice to the other party. The written notice may or may not include the reasons and details for termination. Mead & Hunt, Inc. will prepare a final invoice showing all charges incurred through the date of termination; all outstanding payments are due and payable as stated in Section 2. If Client breaches this Agreement, Mead & Hunt, Inc. may, upon ten (10) days' written notice, suspend Services without further obligation or liability to Client.
13. Mead & Hunt, Inc. will provide the Services in accordance with ordinary generally accepted standards of professional practices. Mead & Hunt, Inc. disclaims all warranties and guarantees, express or implied. The parties agree that this is an agreement for professional services and is not subject to any Uniform Commercial Code. Similarly, Mead & Hunt, Inc. will not accept any general terms or conditions offered by Client in its purchase order, requisition, notice of authorization to proceed, or any other contractual document except as set forth herein or expressly agreed to in writing. Written acknowledgment of receipt or the actual performance of Services subsequent to receipt of such other contractual document is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein. Nothing in this Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other party.
14. Mead & Hunt, Inc. cannot and does not guarantee that proposals, bids or actual project or construction costs will not vary from the actual and/or final project or construction costs or that the Project or construction costs will not vary from the final costs of the Project. Client agrees to indemnify and to hold Mead & Hunt, Inc. harmless for any claim arising out of or related in any way to the Project or construction costs even if such claim arises out of and/or has been caused in whole or in part by negligence on the part of Mead & Hunt, Inc.
15. If Client is a municipality or state authority or any government authority/agency, Client agrees to indemnify and hold harmless Mead & Hunt, Inc. for all claims arising out of or related in any way to acts done by Mead & Hunt, Inc. in the exercise of legislative or quasi-legislative functions.
16. This Agreement shall not be construed as imposing upon or providing to Mead & Hunt, Inc. the responsibility or authority to direct or supervise construction means, methods, techniques, sequence, or procedures of construction selected by the parties or subcontractors or the safety precautions and programs incident to the work of the parties or subcontractors.
17. In an effort to resolve any conflicts that arise during the design or construction of the Project or following the completion of the Project, Mead & Hunt, Inc. and Client agree to discuss any material disputes between them during the 90 days after notice of disputes given by either party. If discussions are unsuccessful in resolving the dispute, then the

- dispute shall be mediated unless the parties mutually agree otherwise. Any claim not resolved by mediation shall be resolved by arbitration in Wisconsin with the American Arbitration Association or by litigation in the state of Wisconsin.
18. The parties agree that Mead & Hunt, Inc.'s Services in connection with this Agreement shall not subject any of Mead & Hunt, Inc.'s current or former employees, officers, directors or shareholders to any personal legal liability for any breaches of this Agreement or for any negligence in performing any Services in connection with this Agreement even if such claim arises out of and/or has been caused in whole or in part by negligence on the part of Mead & Hunt, Inc.'s current or former employees, officers, directors or shareholders. Therefore, notwithstanding anything to the contrary contained herein, Client agrees that Client's sole and exclusive remedy for any breach of contract or any negligent performance of Services in connection with this Agreement shall be a claim against Mead & Hunt, Inc. Client further agrees that any claim, demand, suit, or judgment shall be asserted only against Mead & Hunt, Inc.'s corporate entity, and not against any of Mead & Hunt, Inc.'s current or former employees, officers, directors, or shareholders, and Client covenants not to sue these individuals. Each of Mead & Hunt, Inc.'s current and former employees, officers, directors or shareholders are made express beneficiaries of this section.
  19. None of the rights and/or obligations of either party hereunder may be assigned except with the prior written consent of the other party, and any attempted assignment without such consent shall be void.
  20. The limitations and indemnity provided herein shall not apply to the willful or intentional acts of Mead & Hunt, Inc. or its employees, shareholders, officers, or directors. Client acknowledges and agrees that it has had an opportunity to negotiate with respect to the limitations of these General Terms and understands and agrees that if those sections were not included herein the fees for the Services provided in connection with this Agreement would be significantly higher. Client further acknowledges that it is a sophisticated party with experience in the acquisition of design services.
  21. To the extent permitted by law, Mead & Hunt, Inc. disclaims any duty to defend Client. Client agrees that it shall not tender the defense of any claim arising out of or related to this Agreement to Mead & Hunt, Inc.
  22. If any term or provision of this Agreement is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force. The various terms, provisions, and covenants herein contained shall be deemed to be separable and severable, and the invalidity or unenforceability of any of them shall in no manner affect or impair the validity or enforceability of the remainder hereof.
  23. Nothing contained in this Agreement shall create a contractual relationship with a third party or a cause of action in favor of a third party against Mead & Hunt, Inc. Mead & Hunt, Inc.'s Services under this Agreement are being performed solely for Client's benefit, and no other party or entity shall have any claim against Mead & Hunt, Inc. because of this Agreement or the performance or nonperformance of Services hereunder.
  24. The General Terms and this Agreement shall be construed and interpreted in accordance with the laws of the state of Wisconsin. No action may be brought except in the state of Wisconsin.
  25. Failure of Mead & Hunt, Inc. to insist upon strict conformance of the provisions of this Agreement shall not constitute a waiver of any of the provisions hereof or a waiver of any of the technical requirements, or a waiver of any default provision. Except as may be otherwise expressly stated, the remedies provided herein shall be non-exclusive and in addition to any other remedies in law or equity. A waiver of a breach of any provision of this Agreement shall not constitute a waiver of any subsequent breach of such provision. No waiver of compliance with any provision or condition hereof shall be effective unless agreed in writing duly executed by the waiving party.
  26. Neither party shall hold the other responsible for damages or delays in performance caused by Force Majeure or other events beyond the control of the other party and which could not reasonably have been anticipated or prevented. For purposes of this Agreement, Force Majeure shall include, but not necessarily be limited to, adverse weather conditions, floods, epidemics, pandemics, war, riot, civil unrest, strikes, lockouts and other industrial disturbances; unknown site conditions, accidents, sabotage, fire, loss of permits, failure to obtain permits; court orders; acts of God; acts, orders, laws or regulations of any governmental agency. Should such acts or events occur, the parties to this Agreement shall mutually agree on the terms and conditions upon which the Services may be continued. Failing achievement of such an agreement, either party may terminate this Agreement in accordance with Section 12.
  27. This Agreement contains the entire understanding between the parties on the subject matter hereof and no representations, inducements, promises or agreements not embodied herein shall be of any force or effect, and this Agreement supersedes any other prior understanding entered into between the parties on the subject matter hereof. No waiver of compliance with any provision or condition hereof shall be effective unless agreed in writing duly executed by the waiving party. Nothing contained in this Agreement shall create a contractual relationship with a third party or a cause of action in favor of a third party against Mead & Hunt, Inc. This Agreement may be executed in any number of counterparts with the same effect as if all Parties hereto had signed the same document. All counterparts shall be construed together and shall constitute one agreement. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal E-SIGN Act of 2000, e.g., [www.docusign.com](http://www.docusign.com)) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

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

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**ARTICLE 1  
GENERAL**

Section 1.1. Establishment. On February 28, 2011, the Town Board of the Town of Windsor, Colorado ("Town Board") passed on second reading Ordinance No. 2011-1401 establishing a downtown development authority known as the "Windsor Downtown Development Authority" and referred to herein as the "DDA."

Section 1.2. Purpose. The purpose of the DDA is to aid in the development and redevelopment of property within the boundaries of the DDA to the extent permitted by law.

Section 1.3. Powers. The DDA shall have all powers enumerated in Part 8 of Article 25 of Title 31, Colorado Revised Statutes, as amended, and all additional and supplemental powers necessary or convenient to carry out and effectuate the purposes and provisions of said Part 8.

**ARTICLE 2  
MEMBERSHIP**

Section 2.1. General. The DDA shall consist of a Board of Directors (the "DDA Board"), the members of which shall be appointed by the Town Board in accordance with CRS §31-25-805, as amended, and each DDA Board member so appointed shall be qualified as required by such statute. At no time shall there be more than eleven or less than five DDA Board members. In the event any DDA Board member fails to meet the statutory qualifications for DDA Board members during the term of his/her appointment, his/her position on the DDA Board shall be deemed vacated and the Town Board shall appoint a new DDA Board member for the remainder of such DDA Board member's term in accordance with Section 2.5.

Section 2.2. DDA Board Members. The number and terms of members of the DDA Board shall be determined by resolution of the Town Board in accordance with CRS §31-25-805 and §31-25-806, as amended.

Section 2.3. Terms. The initial DDA Board members were appointed for staggered terms as follows:

Two DDA Board members for terms expiring June 30, 2012;  
Two DDA Board members for terms expiring June 30, 2013; and  
Two DDA Board members for terms expiring June 30, 2014.

All appointments to the DDA Board thereafter shall be for a term of four years expiring on June 30 of the fourth year, as required by CRS §31-25-805, as amended, with the exception of the DDA Board member representing the Town Board who shall serve at the pleasure of the Town Board, ~~and an alternate DDA Board member who shall serve a one-year term and thereafter shall be eligible to be reappointed for another one-year term or to be appointed as a DDA Board member as provided in Section 2.7 below.~~

A member of the Board of County Commissioners of Weld County may serve as an ex-officio, non-voting DDA Board member provided that the Board of County Commissioners formally designates one of its members to serve in such capacity.

Section 2.4. Compensation. All DDA Board members, including all officers of the Board~~the Chairperson~~, shall serve without compensation, but may be reimbursed for actual and necessary expenses incurred on behalf of the DDA.

Section 2.5. Vacancies. In the event of one or more vacancies on the DDA Board or the expiration of any one or more DDA Board members' terms, the DDA Board may at a regular or special meeting of the DDA Board, nominate replacement DDA Board members for consideration by the Town Board. In the event a DDA Board member's term has expired, the DDA Board may nominate such DDA Board member for an additional term or may nominate replacement DDA Board members. The Town Board is not obligated to appoint DDA Board members as nominated by the DDA Board and may appoint DDA Board members of their own selection. Should the Town Board fail to extend the term of or replace any existing DDA Board member, such DDA Board member shall continue to serve as a DDA Board member until a qualified successor has been appointed, pursuant to C.R.S. 31-25-805(3), as amended.

Section 2.6. Nominations. The DDA Board may select one nominee or a list of nominees to the Town Board for its consideration in appointing a replacement DDA Board member to fill a vacancy on the DDA Board.

~~Section 2.7. Alternate DDA Board Member Position. An alternate DDA Board member position is authorized to be appointed by the Town Board. Such alternate DDA Board member shall attend meetings of the DDA Board and shall be a voting member in the event that one or more of the DDA Board members is absent from a meeting of the DDA Board. It is intended by the DDA Board that the person appointed on April 25, 2011 by the Town Board to serve in the alternate DDA Board member position shall be appointed by the Town Board to fill the first vacancy of the DDA Board or to be appointed as a regular DDA Board member and shall recommend the same to the Town Board. In the event that such person for whatever reason is no longer serving as the alternate DDA Board member, the DDA Board intends that the alternate DDA Board member position shall be abolished by the Town Board by resolution and shall also make this recommendation to the Town Board.~~

### ARTICLE 3 OFFICERS AND COMMITTEES

Section 3.1. Election. Vacancies. Officers of the DDA Board, including a Chairperson, Vice Chairperson, Treasurer and Secretary, shall be elected by the DDA Board from its current members in June of every other year for two-year terms commencing in July of such year, with such elections beginning June 2017. A Chairperson may not serve more than two consecutive terms. One DDA Board member may serve as both Secretary and Treasurer. In the event that a DDA Board member serving as an officer resigns or is removed, the DDA Board shall elect a replacement officer to serve for the remainder of such former DDA Board member's two-year officer term.

Section 3.2. Chairperson. The Chairperson shall preside at all meetings of the DDA Board except as otherwise authorized by the DDA Board. Except as provided in Article 5 below Section 5-1, the Chairperson shall sign all contracts, deeds and other instruments made by the DDA. At each meeting the Chairperson shall submit such recommendations and information, as he or she may consider proper, concerning the business affairs and policies of the DDA. The Chairperson shall have full power to vote on any issue except as otherwise provided herein.

Section 3.3. Vice Chairperson. The Vice Chairperson shall perform the duties of the Chairperson in the absence or incapacity of the Chairperson, or in the event that the Chair has a conflict of interest. In case of the resignation or death of the Chairperson, the Vice Chairperson shall perform such duties as are imposed on the Chairperson until such time as the DDA Board elects a new Chairperson.

Section 3.4. Treasurer. The Treasurer shall keep, or cause to be kept, the financial records of the DDA and shall approve all vouchers for the authorized expenditure of funds of the DDA, provided that the DDA Board, by majority vote of its members voting thereon, may delegate such responsibilities to the Executive Director of the DDA, or to an employee of the Town with experience in financial matters. The DDA Board may require a bond from the Treasurer or waive such requirement.

Section 3.5. Secretary. The Secretary shall maintain, or cause to be maintained, custody of the official Seal of the DDA and of all records, documents or other papers of the DDA not required to be maintained by the Treasurer. The Secretary shall attend all meeting of the DDA Board and keep a record of all its proceedings, file minutes of all regular or special meetings with the Clerk of the Town of Windsor and shall perform such other duties as may be delegated by the DDA Board. The Secretary shall have the power to affix the DDA's seal to and attest all contracts and instruments to be executed on behalf of the DDA. The DDA Board, by a majority vote of its members voting thereon, may delegate such responsibilities to an employee of the DDA or the Town.

Section 3.7. Assistants. The DDA Board shall have the authority to authorize additional offices for Assistant Treasurer and Assistant Secretary, which officers shall perform such functions as authorized by the DDA Board.

Section 3.8. Executive Director. The DDA Board may hire an Executive Director as an employee of the DDA pursuant to CRS §31-25-815(1)(a), as amended, or may contract for such services as the DDA Board deems necessary to effectively operate the DDA. Under either circumstance, such person or company shall serve at the pleasure of the Board and perform those functions as the DDA Board directs.

Section 3.9. Subordinate Staff. The Authority may authorize the Executive Director to hire subordinate staff. The Executive Director shall be responsible for supervising subordinate staff, and such staff shall serve at the pleasure of, and under the direction of, the Executive Director.

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Section 3.109. Additional Duties. All officers of the DDA shall perform additional duties as directed by the DDA Board.

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Section 3.110. Committees. The DDA Board may establish committees to investigate and report to the DDA Board or to perform such duties as the DDA Board may direct. Any such committees shall consist of a committee chairperson and any other DDA Board members appointed by a majority of the DDA Board.

#### ARTICLE 4 MEETINGS

Section 4.1. Regular Meetings. Regular business meeting dates shall be determined by the DDA Board by motion. Regular meetings may be recessed and continued to any other date.

Section 4.2. Attendance at Meetings; Absences. Board members are expected to attend regular meetings of the Board, and are strongly encouraged to attend special meetings of the Board. Except as provided in Sections 4.4 and 4.5 of this Article 4, Board members must physically attend a meeting in order to be counted as present for purposes of establishing or maintaining a quorum, and to be entitled to vote on matters before the Board. In the event of an unexcused absence of a DDA Board member for three consecutive regular meetings, a letter may be written by the Executive Director, at the direction of the DDA Board, to the Town Board requesting removal of such DDA Board member pursuant to these Bylaws and applicable state law.

Section 4.3. Special Meetings. Special meetings of the DDA Board may be called by the Chairperson or by three DDA Board members at a convenient time and place within the Town of Windsor, provided that not less than a quorum of all DDA Board members are in attendance and that written notice stating the time and location of such meeting was given to each DDA Board member at least three days in advance of such meeting in accordance with Section 4.4. Consent to such special meeting or attendance at such meeting by a DDA Board member shall be deemed a waiver of this notice requirement for such DDA Board member.

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

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

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~~Section 4.4. Notice of Meetings. Notice of all regular meetings of the DDA Board shall be given by electronic mail at least seven (7) days in advance of such meeting. Notice of all special meetings of the DDA Board shall be given by electronic mail at least three (3) days in advance of such meeting. If a DDA Board member elects to receive notices by regular mail, and not by electronic mail, such DDA Board member shall provide a mailing address to the Secretary for such purposes. Notice of a regular meeting by regular mail shall be mailed at least seven (7) days in advance of such meeting, and notice of a special meeting by regular mail shall be mailed at least three (3) days in advance of such meeting. Notice of any meeting of the DDA Board shall be given in the same manner as that given for meetings of the Town Board.~~

Section 4.65. Open Meetings and Records. All meetings of the Board, or any committee thereof, shall be held in accordance with the requirements of the Colorado Open Meetings Law, CRS § 24-6-401 et seq., as amended. Records of the Authority shall be open to inspection and copying by the general public in the manner required by the Colorado Open Records Act, CRS § 24-72-201 et seq., as amended.

~~All meetings and records of the DDA Board or any committee thereof shall be open to the public except in accordance with applicable state law.~~

Section 4.76. Quorum. The quorum necessary to conduct all ~~regular~~ business of the DDA shall be a majority of all current voting DDA Board members.

Section 4.87. Voting. All ~~regular~~ business matters shall be decided by majority of the current voting DDA Board members present unless otherwise provided for in these Bylaws.

Section 4.98. Rules of Order. All meetings of the DDA Board shall be conducted in accordance with the most recent edition of "Roberts' Rules of Order", revised, except as otherwise provided by these Bylaws and applicable state law.

#### ARTICLE 5 CONTRACTS: FINANCE

Section 5.1. Contracts. The DDA Board may authorize by resolution the Chair~~person~~ or Executive Director to enter into any contract or execute any instrument in the name of and on behalf of the DDA, and such authority may be general or confined to specific instances.

Section 5.2. Annual Budget. Each year the DDA Board shall consider and approve a budget based upon recommendations submitted by the Executive Director or Chair~~person~~.

Section 5.3. Finance. All funds of the DDA will be deposited and disbursed in accordance with the applicable statutes of the State of Colorado and in accordance with actions of the DDA Board.

Section 5.4. Property. The DDA may hold real and personal property in its name as ~~directed by resolution of the DDA Board and as~~ permitted by CRS §31-25-801 et seq., as amended. The sale or lease of real property owned by the Authority shall be in accordance with the requirements set forth in CRS § 31-25-808(2), as amended.

Section 5.5. Contract Authority of Executive Director. The Executive Director is authorized to procure goods and services, and approve and execute contracts on behalf of the DDA in relation thereto, in the amount of \$~~5,000,000~~ or less, and, with the approval of the Chair~~person~~, contracts in the amount of \$~~10,000,002,500~~ or less, provided that: (a) all such funds have been previously budgeted and appropriated by the DDA Board and the Town Board; and (b) such procurement does not, in the Executive Director's judgment, entail any significant policy considerations. Expenditures exceeding ~~Contracts in an the amount exceeding of~~ \$~~10,000,002,500~~ must be approved by the DDA Board.

#### ARTICLE 6 AMENDMENTS TO BYLAWS

Section 6.1. Amendments. The Bylaws of the DDA may be amended by a two-thirds vote of the DDA members present at any regular or special meeting of the DDA Board for which

notice has been given in accordance with ~~these Bylaws~~Section 4.4. All amendments to these Bylaws shall be filed in the office of the Town Clerk of the Town of Windsor.

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

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## ARTICLE 7 INDEMNIFICATION

Section 7.1. Indemnification. Any of the DDA'S officers, DDA Board members and employees may be indemnified or reimbursed by the DDA for reasonable expenses (including but not limited to attorney's fees, judgments and payments of settlement) actually incurred in connection with any action, suit or proceeding, civil or criminal, actual or threatened, to which he or they may be made a party by reason of being or having been, or by reason of any actual or alleged acts performed or omitted to be performed in connection with being or having been a DDA Board member, officer or employee of the DDA; provided, however, that no person shall be so indemnified or reimbursed in relation to any matter in such action, suit or proceeding as to which he/she shall finally be adjudged to have been guilty of or liable for gross negligence or willful misconduct or criminal acts in the performance of his duties to the DDA; provided further that no person shall be so indemnified or reimbursed in relation to any matters in such action, suit or proceeding which has been made the subject of a compromise settlement except with the approval of a court of competent jurisdiction or the DDA Board of the DDA acting by vote of the DDA Board members not parties to the same or substantially the same action, suit or proceeding constituting a majority of the whole number of the DDA Board members. The foregoing right of indemnification or reimbursement shall not be exclusive of other rights to which such person, his heirs, executors or administrators may be entitled as a matter of law.

Section 7.2. Insurance. The DDA may, upon the affirmative vote of the majority of its DDA Board members, purchase insurance for the purpose of indemnifying its DDA Board members, officers and employees to the extent that such indemnification is allowed in Section 7.1 or, in the alternative, the Town of Windsor may provide insurance coverage of the DDA Board members for such purpose.

## ARTICLE 8 APPROVAL OF BYLAWS

~~Section 8.1. Approval. These Bylaws, upon approval by a two-thirds vote of the DDA Board members, shall be filed in the office of the Town Clerk of the Town.~~



## APPLICATION

The following information must be submitted with your application: plans or drawings; samples or depictions of finishes to be used; photos of existing condition of property; historic photos of property, if available; and detailed budget of project including cost estimate.

Applicant/ Property Owner: Jenny Miller (Applicant) / Dan Stauss (Property Owner)

Mailing Address: 424 Main St.

Business Owner (if different): \_\_\_\_\_

Business Name: The Resource Center

Project Address: 424 Main St. Windsor, CO 80550

Parcel Number (available on County Assessor's website): \_\_\_\_\_

Phone Number(s): 970-795-2544 Email: clientrelations@pregnancygreeley.com

Work to be performed on façade renovation (check all that apply):

- Addition of awnings, lights, or other exterior amenities
- Elimination of conditions such as dark alley or broken fixtures
- Removal of non-historic features
- Restoration of brickwork, wood, masonry, stucco, or siding
- Replacement, repair, or addition of architectural details
- Repair or replacement of windows and/ or doors
- Renovation of entryway to make more accessible
- Other please describe) painting facade & replace rotting trim

Facades to be renovated (check all that apply):  Front  Back  Alley  Side(s)

Please note that funding is given to facades that face public areas.

Projected Start/Finish Dates for Project: June 10, 2023

Total Estimated Cost of Improvements: \$ 700

Grant Program Amount Requested: \$ 500

For Office Use Only:

Date Application Received: \_\_\_\_\_

Award Letter Sent: \_\_\_\_\_

Reimbursement (Date/ Amount): \_\_\_\_\_

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## Executive Director Report

**Date:** April 21, 2023  
**To:** Downtown Development Authority Board of Directors  
**From:** Michelle Vance, DDA Executive Director  
**Re:** March/April

### Primary Meeting Summary

The following key meetings and events occurred since March 15<sup>th</sup>.

- March Board of Directors Meeting – 3/15/23
- Michelle/Shane Weekly Meetings – 3/20, 4/3, 4/10, 4/17.
- Attended Rotary Meetings: 3/15, 3/22, 4/6, 4/20.
- Meeting with Town Heritage, Caitlin Heusser 3/22
- Meeting with ENT Credit Union 3/22
- Colorado Women of Influence Reception 3/22
- Set up New Bank Account – BOC: 3/23
- Attended National Main Street Conference 3/25-3/29
- Meeting with Nancy Weber 3/30
- Colorado Women of Influence Luncheon 3/30
- Meeting With Sarah Crosthwait 4/3
- Meeting with James Wilson 4/4
- Attended Windsor Lifestyle Magazine Launch Party 4/4
- Meeting with Greeley DDA ED Bianca Fisher 4/5
- Meeting with Scott Warner 4/5
- Attended Town Comp Plan Steering Committee 4/5
- Meeting with Beth Bullard 4/6
- Meeting with DOLA Gayle Langley 4/6
- Attended Town Comp Plan Charrette for Business Community 4/6
- Attended NOCO Style Business Mixer 4/6
- Attended Town Board & Commission Reception 4/10
- Attended Downtown Colorado Inc Annual Conference 4/11 to 4/14
- Attended Windsor Chamber Fashion Show 4/14
- Met with Tom Jones 4/18
- Events:
  - Coffee with the Mayor: 3/17

### Downtown Redevelopment Project:

- Met with Xcel Energy to discuss undergrounding power lines in the 400 backlots See [Attached schematic](#)

Wayfinding:

- Zoom with DOLA regarding design funding for Wayfinding Signs
- Met with Paul Sibleman with Mead & Hunt regarding where we are at with the project. 4/19

Façade Improvement Program:

- Project Interest:
  - Received Application for 400 Main Street – Suite C Salon Mini Grant - New Signs

Marketing / Communication / Events:

- Redesigned Spring Banners and will be installed mid-May.
- Hosted What's Brewing Downtown – 4/5
- Published Monthly Digital Newsletter 4/6
- Presentation to Sears Real Estate 4/19
- Presentation (Lunch n Learn) Velocity Lending 4/19

Discussion Items:

- Submitted to DOLA Q1 Report
- Board Applications for Vacancies.
- Bylaws Progress
- Purchase PA System
- Downtown Rebranding
- Main Street Work Plan/Strategic Plan Update