

Town Of Nederland
NEDERLAND DOWNTOWN DEVELOPMENT AUTHORITY
NEDERLAND COMMUNITY CENTER 750 Hwy 72 Nederland, CO 80466
Multi-Purpose Room
June 11, 2018 @ 6:00 pm
AGENDA

A. CALL TO ORDER

B. ROLL CALL

C. PUBLIC COMMENT

D. CONSENT AGENDA

1. Approval of Warrants - Amanda Kneer/Treasurer
2. Approval of the May 9, 2018 Meeting Minutes - Cindy Downing/Secretary
3. Approval of Mandy Kneer Re-Appointment to Board for Additional Term

E. INFORMATIONAL ITEMS

1. Treasurers Report - Amanda Kneer/Treasurer
2. Town of Nederland Administrator Report - Karen Gerrity/Town Administrator
3. Chair Report – Susan Schneider/Chair
4. Executive Director Report - Josiah Masingale/Executive Director

F. ACTION ITEMS

1. NDDA Board of Directors Letter to Colorado Department of Transportation
2. NDDA Board Bylaws Amendments to Section 5.401 Competitive Bid Requirements and Section 2.110 Board Membership
3. RiverWalk Preliminary Planning and Design Project Scope and Budget
4. Noxious Weed Removal Project Scope and Budget
5. Lakeview and Big Springs Parking Project Engineering and Planning Scope and Budget
6. Board Member Applications Review and Appointment

G. DISCUSSION ITEMS

1. Food Truck Use – Karen Gerrity/Town Administrator
2. Discover Nederland Guide Marketing
3. Visitor Signage Project
3. DDA Attorney Services

H. OTHER BUSINESS

I. ADJOURNMENT

NEXT REGULAR MEETING: July 11, 2018 6:00 pm at the Nederland Community Center Multi Purpose Room

The NDDA Board encourages citizen participation. Public hearings and the "unscheduled citizens" agenda item allow an opportunity to address the Board. Discussion is limited to 3 minutes and please address your comments to the Board. Thank you for your cooperation.

The NDDA Board may take action on any item included on this agenda, regardless of the heading under which such item appears. Discussion items may become action items if the Board determines that deferring final action on an item to a subsequent meeting is unnecessary or unwarranted and that taking immediate action does not compromise any third-party's rights.

Copies of the agendas and meeting packet are available at no cost via email from josiah@nederlanddowntown.org. The information is reviewed and studied by the Board members, eliminating lengthy discussions to gain basic understanding. Short discussion on agenda items does not reflect lack of thought or analysis.

Nederland Downtown Development Authority
Warrant Report

Invoice Number	Date	Vendor	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	Budget Remaining
2018-20	4/10/2018	Salto Coffee Works	\$ 282.39	\$ 282.39	70-75-6000	TARP Grant Expenses	8,826.37	(139.32)
0002	4/10/2018	Peaceful Rides	\$ 100.00	\$ 100.00	70-75-6000	TARP Grant Expenses	8,826.37	(239.32)
2018-21	4/10/2018	New Moon Bakery	\$ 184.50	\$ 184.50	70-75-6000	TARP Grant Expenses	8,826.37	(423.82)
2018-22	3/21/2018	Ronald Mitchell	\$ 135.65	\$ 135.65	70-75-6500	Infrastructure/Roundabout	3,755.00	3,619.35
001289	6/5/2018	City Floral	\$ 880.00	\$ 880.00	70-75-5270	Downtown Area/Beautification	10,000.00	8,970.00
2018-23	4/30/2018	Cindy Downing	\$ 160.00	\$ 160.00	70-75-5129	DDA Secretary & Personnel	12,600.00	12,048.00
2018-24	5/31/2018	Cindy Downing	\$ 80.00	\$ 80.00	70-75-5129	DDA Secretary & Personnel	12,600.00	11,968.00
2018-25	5/30/2018	Elizabeth Allen	\$ 3,268.00	\$ 3,268.00	70-75-5270	Downtown Area/Beautification	10,000.00	5,702.00
1124	6/3/2018	High Peaks Media	\$ 110.00	\$ 110.00	70-75-5115	Website	1,200.00	1,090.00
2018-26	5/30/2018	High Peaks Art Festival	\$ 250.00	\$ 250.00	70-75-5750	Advertising	500.00	264.99
236633	4/11/2018	Beyond the Mountain	\$ 4.95	\$ 4.95	70-75-5770	Printing and Copying	250.00	232.28
236370	4/5/2018	Beyond the Mountain	\$ 328.50	\$ 328.50	70-75-6000	TARP Grant Expenses	8,826.37	(752.32)
236509	4/9/2018	Beyond the Mountain	\$ 56.28	\$ 56.28	70-75-6000	TARP Grant Expenses	8,826.37	(808.60)
236529	4/9/2018	Beyond the Mountain	\$ 15.00	\$ 15.00	70-75-6000	TARP Grant Expenses	8,826.37	(823.60)
DDA 2018-01	6/4/2018	Mark Stringfellow	\$ 1,267.02	\$ 1,267.02	70-75-6500	Infrastructure/Roundabout	3,755.00	2352.33
	6/11/2018	Town of Nederland	\$ 20,929.38	\$ 20,929.38	70-75-6500	Infrastructure/Visitor Center	30,000.00	9070.62
	6/11/2018	Town of Nederland	\$ 3,116.50	\$ 3,116.50	70-75-5129	DDA Secretary & Personnel	12,600.00	8851.50
petty cash	4/10/2018	B&F Mtn Market	\$ 17.93	\$ 17.93	70-75-6000	TARP Grant Expenses	8,826.37	(841.53)

Note: The TARP grant for 2017/2018 was overspent by \$376.53. There was income from the conference to offset the additional expenses for the grant.

Loan Project: Visitor Center

Date	Amount	Vendor	Invoice No	Description	
15-May	4,150.00	AJK Construction	2018-05-15	Curb, sidewalk & gutter (Addtl)	10,075.00 may
2-May	275.00	Air-o-Pure Portables	152602	Port-o-Potty during concrete work	
1-May	5,650.00	AJK Construction	2018-05-01	Curb, sidewalk & gutter	
13-Apr	6,800.00	A-C Plumbing Co	1946	Water heater replacement (labor)	10,854.38 april
12-Apr	3,580.00	Overhead Door Co	1-35131742	Bathroom Security Doors	
13-Apr	49.34	Ace Hardware	85214	Surge protector	
26-Apr	21.98	Ace Hardware	85420	Locks VC	
15-Apr	18.74	Ace Hardware	85210	Paint & Mr Clean	
13-Apr	13.38	Ace Hardware	85223	Lock & fastener	
13-Apr	9.99	Ace Hardware	85222	Bit Drill 7/16 Cobalt	
16-Apr	9.59	Ace Hardware	85249	Paintbrush rollers	
19-Apr	9.18	Ace Hardware	85298	Cleaning supplies - Mr Clean	
28-Apr	8.98	Ace Hardware	85448	Hook	
12-Apr	7.59	Ace Hardware	85202	Water heater replacement part	
16-Apr	5.99	Ace Hardware	85252	Bathroom wall cleaning lime-rust remover	
21-Apr	1.89	Ace Hardware	85328	Mirror mount	
21-Mar	32.74	Ace Hardware	84927	Paint	
21-Mar	4.59	Ace Hardware	84922	Paintbrush	
12-Mar	8.59	Ace Hardware	84800	Window sealant	
2-Mar	3.98	Ace Hardware	84657	VC - 2 wallplates	
28-Feb	4.59	Ace Hardware	84623	Painting roller	
14-Feb	17.77	Ace Hardware	84409	Paintbrush & stain	
13-Feb	4.59	Ace Hardware	84382	Wood filler	
31-Jan	13.17	Ace Hardware	84204	VC Cleaning - painting	
29-Jan	6.98	Ace Hardware	84176	VC cleaning supplies	
27-Jan	12.18	Ace Hardware	84156	VC bathroom redo - paint brush & bitdrill	
26-Jan	9.99	Ace Hardware	84136	VC Corkboard	
18-Jan	6.56	Ace Hardware	84016	Fasteners for bathroom	
18-Jan	1.99	Ace Hardware	84011	N Bathroom upgrade	
18-Jan	8.49	Ace Hardware	84004	N Bathroom upgrade	
17-Jan	28.98	Ace Hardware	83990	Bathroom upgrade	
17-Jan	1.99	Ace Hardware	83987	VC Bathroom key	
13-Jan	14.99	Ace Hardware	83950	VC Bathroom redo - texture spray	
12-Jan	8.99	Ace Hardware	83942	VC Bathroom redo - trayliners	
6-Jan	98.22	Ace Hardware	83850	N. Bathroom upgrade	
5-Jan	12.99	Ace Hardware	83832	VC Bathroom redo	
5-Jan	3.99	Ace Hardware	83825	VC Bathroom redo - spackl	

5-Jan	9.58	Ace Hardware	83828	VC Bathroom redo - sandpaper		
4-Jan	1.79	Ace Hardware	53806	Water heater part		
	20,929.38					
13-Apr	968.00	Payroll Run 1397: 3/24/2018 - 4/6/2018	43203	Pay	44 hours	
13-Apr	82.77	Payroll Run 1397: 3/24/2018 - 4/6/2018	43203	Taxes		
27-Apr	473.00	Payroll Run 1411: 4/7/2018 - 4/20/2018	43217	Pay	21.5 hours	
27-Apr	40.45	Payroll Run 1411: 4/7/2018 - 4/20/2018	43217	Taxes		1,564.22 april
11-May	715.00	Payroll Run: 4/21/2018 - 5/4/2018		Pay	32.5 hours	
11-May	61.14	Payroll Run: 4/21/2018 - 5/4/2018		Taxes		
25-May	715.00	Payroll Run: 5/5/2018 - 5/18/2018		Pay	32.5 hours	
25-May	61.14	Payroll Run: 5/5/2018 - 5/18/2018		Taxes		1,552.28 may
	3,116.50					

Town Of Nederland
NEDERLAND DOWNTOWN DEVELOPMENT AUTHORITY
NEDERLAND COMMUNITY CENTER 750 Hwy 72 Nederland, CO 80466
Multi-Purpose Room
May 9, 2018 @ 6:00 pm
BOARD MEETING MINUTES

A. CALL TO ORDER

Chair Susan Schneider called the meeting to order at 6:04 pm

B. ROLL CALL

Board Present: Susan Schneider, Claudia Schaufler, Mark Stringfellow, Peter Marshall

Staff Present: Josiah Masingale (Executive Director)

Guests Present: Karen Gerrity, Town of Nederland Administrator

Absent: Amanda Kneer, Brent Tregaskis, and Alan Apt had excused absences

C. PUBLIC COMMENT

Rea Wrobel from Peak Ecological services in Nederland. Rea is an ecologist and has been involved in noxious weed control in Nederland for the past five years. She said noxious weeds are an increasing concern to biologists and ecologists, and she feels Nederland needs a noxious weed program to promote environmental sustainability. She has researched the DDA Master Plan and the Town's Comprehensive Plan, and provided a treatise to the NDDA Board of how this program will fit into that scope. She said she has support of the Nederland Public Works Department, and if she is approved for this project, she will educate the public through outreach and education. She has been in contact with Teens, Inc., for the possibility they could assist with this project. The Department of Agriculture has given Nederland grants for this in the past, and that may be a possibility for the future.

It was decided by the Board to put this on this on as an action item for the next NDDA monthly meeting.

D. CONSENT AGENDA

1. Approval of Warrants-Amanda Kneer/Treasurer

This item was tabled until the next meeting on June 11

2. Approval of the April 11, 2018 Meeting Minutes -Cindy Downing / Secretary

Motion to approve the April 11, 2018 meeting minutes made by Mark Stringfellow, seconded by Peter Marshall. Motion was unanimously approved.

E. INFORMATIONAL ITEMS

1. Treasurers Report – Amanda Kneer /Treasurer

Since Amanda Kneer was not present at this meeting, this item was tabled until the June 11, 2018 meeting

2. Tow of Nederland Administrator Report – Karen Gerrity/Town Administrator

A report was included in the packet. Karen Gerrity provided a brief report on the highlights:

Board of Trustees members: Three new members were appointed at the last Board of Trustees meeting. The following were the new appointees: Kristin Conrad, James Rawsthorne, and Jonathan Baumhover. Their resumes are located on the Town website with the May 1st BOT Board packet.

Traffic Circle: The Town has been having discussions with CDOT and they have agreed to help pave the circle. This is scheduled for the last week of May. CDOT said they have the road from Boulder through Nederland in their plans to repair. This is not in the plans for TIF funding for next cycle. Susan Schneider asked Josiah Masingale to draft a letter that they can vote on for the next meeting to send to CDOT.

Visitor Center Upgrades: Public Works has quartered off the areas by the sidewalk, have installed a new overhead door, and are currently underway of completing ADA compliant sidewalks.

Chipeta Park improvements: Public Works is currently improving and upgrading the trail and pond.

Community engagement forum. This will be held tomorrow night (May 10) at the Community Center multi-purpose room. This is an opportunity for the community to learn about the decision making processes within the Town and how they can participate.

Engaging Local Government Leaders Conference: Karen received a scholarship for this and will be attending this conference in Golden next week.

DRCOG (Denver Regional Council of Governments) meeting: Karen is trying to facilitate a meeting with the DRCOG executive director to see if they have funding available to help with the roads in town.

3. Chair Report – Susan Schneider/Chair

Susan did not have a report for this meeting

4. Executive Director Report – Josiah Masingale/Chair

Budget: Everything is on budget

Secretarial responsibilities: Josiah and Cindy are in the process of delegating responsibilities.

Board policy and procedure:

Areas need to be addressed:

Committee language: This needs to be structured so they can facilitate action between meetings, be prepared with clarity and be able to move with action at the monthly meetings Josiah has committee descriptions for them to review and would like to make this an action item for the next

meeting. Karen Gerrity has had the documents reviewed by the attorney.
Conflict of interest annual disclosure statement: This will need to be completed and signed by Board members in July after the new board members are appointed.

Board member terms and reappointment: There is one open seat for Peter Marshall's position. Josiah has put together an ad that will run in the Mountain Ear starting May 10. Applications are available at Town Hall and on the DDA website.

TARP 2018 (Troubled Asset Relief Program) We are still waiting on certificate of insurance. Once this is received contracting with Boulder County can begin This will be geared around tourism, and economic and small business development.

Beautification plan: Josiah and Elizabeth Allen are working on special projects around town and are identifying potential projects for future years.

Website and social media: Josiah is working with High Peaks Media and discussing upgrades to the website. He has made the decision to stay with WordPress.

Attorney services: Josiah has reached out to three DDA specialty attorneys, and is getting rates and types of services they offer. Josiah suggested to invite these attorneys to a future meeting for the Board to review.

DOLA (Department of Local Affairs): Josiah has provided DOLA with the signed Town Ordinance establishing the DDA and also a provided an updated contact list.

2020 mill levy expiration: Josiah included the language from the past two ballots and strongly suggests the TABOR requirement be waved before the re authorization of the mill levy. The next election will not be able to be run through the Town. The election can be conducted along with the municipal election in the spring or the county election in the fall.

Long term vision of the roundabout: This vision is for post- February 19. Part of the vision is to have an outside layer that discourages traffic from entering the roundabout, including installing river rocks, a retaining wall, and a landscape area with a cement pedestal. Ron Mitchell has offered to donate 2,000 square feet to the roundabout, so that point should be included in the letter to CDOT. The roundabout committee is still working on details for this.

F. ACTION ITEMS

1. NDDA Board Bylaws Amendments

Director language: Update language to refer to what would occur within the NDDA in the absence of a director.

Insert a conflict of interest policy: Whenever a board member or staff member has a perceived conflict of interest or can benefit from a decision made by the Board, they recuse themselves. Also, every Board member should sign a conflict of interest policy annually.

Absence of an Executive Director. Board Chair will assume the duties unless otherwise directed by a vote from the Board

Secretary: The Secretary is a non- Board member

Executive Director performance evaluation: The Board should evaluate the director's performance annually. The process is open to the Board. Mark Stringfellow pointed out that Josiah, the current Executive Director for the DDA was hired on a 6 month contract, so the language should be changed from annually to "Periodically or no less frequently than annually". The Board agreed to make this change.

Committees: Added language to to make sure that no committee is made up of more than two Board members to obey the Sunshine Laws. Board has the ability to give the committees as much power as they would like to allocate.

Competitive bids: Must require competitive bids in all scenarios above \$2,500. Mark Stringfellow pointed out that three bids are not always received, even when requested, or that there are not always three people to request a bid from in the case of certain projects. It was decided by the Board to change the language to "All purchases of over \$2,500 require the solicitation of three quotes" Sole source language should also be evaluated and modified.

Motion to approve the NDDA bylaws as amended and presented made Mark Stringfellow, seconded by Peter Marshall. A roll call was taken and the motion was unanimously approved.

2. Round-About Short-Term Design Scope and Budget

Claudia Schauffler, Monica LaSalle and Ron Mitchell are on this committee. The roundabout is a 34 foot diameter. This proposal encompass pavers loaned by Ron Mitchell. Traffic signs must remain in the roundabout. They propose the \$2,000 balance that they had approved in the 2018 beautification plan be used to plug into this project. The approval was originally \$10,000 and \$8,000 has been used, leaving a remained of \$2,000. Construction and landscaping will starting in the 3rd week of June.

Motion for the approval from the BOT to access \$1755.65 to complete the short term plan for the traffic circle made by Susan Schneider, seconded by Mark Stringfellow. A roll call was taken and motion was unanimously approved.

3. Local Business Flower Baskets Design Scope and Budget

This will present a common theme across the downtown businesses. They are hoping to supply 40 baskets to the local businesses.

Karen Gerrity suggested making the roundabout and the flower baskets 2 separate items for approval for the BOT.

Motion to approve \$1,800 to send for approval by the BOT from made by Claudia Schauffler, seconded by Peter Marshall. A roll call was taken and motion was unanimously approved.

4. Colorado Main Street Affiliate Community

This is an official way to get involved with economic and community development with DOLA. Josiah would like the NDDA become the lead for the Town of Nederland to become an affiliate community of this program. The DDA will benefit from training and resources for this program. If the DDA does apply, he will need a letter of support from the Town Administrator or an elected official for the Town.

Motion to join the Colorado Main Street Affiliate Community made by Mark Stringfellow, seconded by Peter Marshall. A roll call was taken and motion was unanimously approved.

G. DISCUSSION ITEMS

1. Lakeview Drive and Big Springs Drive Parking Concept Presentation

There is an opportunity to create 60 spots around Lakeview and Big Springs. They need to finalize work requirements with Public Works. Mark Stringfellow has talked with public works and received a loose estimate of \$37,000 for all of the spots. Mark would like to approach this through the infrastructure committee, get Public Works approval, then send it out to bid.

H. OTHER BUSINESS

Mark Stringfellow would like would like wayfinding as a discussion item for the next meeting.

I. ADJOURNMENT

Motion to adjourn made by Mark Stringfellow, seconded by Susan Schneider. Meeting adjourned at 7:54pm.

NEXT REGULAR MEETING:

June 11, 2018 @ 6:00 pm a the Nederland Community Center Multi Purpose Room

The NDDA Board encourages citizen participation. Public hearings and the "unscheduled citizens" agenda item allow an opportunity to address the Board. Discussion is limited to 3 minutes and please address your comments to the Board. Thank you for your cooperation. The NDDA Board may take action on any item included on this agenda, regardless of the heading under which such item appears. Discussion items may become action items if the Board determines that deferring final action on an item to a subsequent meeting is unnecessary or unwarranted and that taking immediate action does not compromise any third-party's rights. The NDDA Board of Trustees meeting packets and agendas are prepared on Friday before the Wednesday meetings and are available on the NDDA website, www.nederlanddowntown.org. Copies of the agendas and meeting packet are available at no cost via email from josiah@nederlanddowntown.org.
understanding. Short discussion on agenda items does not reflect lack of thought or analysis.

AGENDA INFORMATION MEMORANDUM
NEDERLAND DOWNTOWN DEVELOPMENT AUTHORITY
MEETING DATE: June 11, 2018

INITIATED BY: Josiah Masingale, Executive Director

INFORMATION:____ ACTION:_X_ OR DISCUSSION:____
=====

AGENDA ITEM:

Mandy Kneer Board of Directors Re-Appointment to Four-Year Term.

SUMMARY:

Mandy Kneer's current four-year DDA Board term expires on June 30, 2018. She has provided her intent to be re-appointed on the Board of Directors for another four-year term to expire on June 30, 2022.

RECOMMENDATIONS:

Approve Re-Appointment of Mandy Kneer to additional four-year term.

FINANCIAL CONSIDERATIONS: N/A

ATTACHMENTS: N/A



**TOWN OF NEDERLAND
STANDARD APPLICATION FOR
APPOINTMENT OR REAPPOINTMENT TO TOWN
ADVISORY BOARDS AND COMMISSIONS**

This is an application for appointment or reappointment to the
Nederland Downtown Development Authority

Applicant Name: Amanda Kneer
Mailing Address: PoBox 1855 Ned 80466
Street Address: 605 W Rollinsville St Ned 80466
Telephone number(s): 303 258 7313
Email address: mandyskneer@gmail.com

- 1) Are you applying as a Property owner or Business lessee? Property owner / Mountain Peoples
a. Physical address of property or business: 30 E 1st St Ned 80466
b. Mailing address of property or business: Po Box 161 Ned 80466
c. Position (Owner, manager if property is a corporation): Treasurer
d. Name of Business if a Lessee: _____

2) If Property or business is not owned in an individual name, please list the type of ownership (LLC, Corporation, Trust, etc) and the name of the entity:

- a. Type of ownership: Corporation
b. Name of entity: Mountain Peoples Co-Op
c. Your relationship to entity: Treasurer

If Corporation or Trust is owner of the property/business, a letter from the Corporate Board, Managing Agent, or other Trustees authorizing applicant to make decisions on behalf of the Corporation must be attached.

If a NEW APPOINTMENT, please describe any special knowledge, abilities, background or interests you feel will provide a positive contribution to the goals and purposes of the board or commission for which you are seeking appointment. (Attach resume if desired or use an extra sheet of paper, if necessary.) If a RE-APPOINTMENT, please describe previous board(s) experience and contributions.

Please plan on attending the BOT meeting at which your appointment will be considered.



Applicant Signature

6/1/18

Date

FOR OFFICE USE ONLY:

Date of initial appointment: _____

Replaced (if applicable): _____

Date of term Expiration: _____

Date of reappointment: _____ Date term expires: _____

Date of reappointment: _____ Date term expires: _____

Date of reappointment: _____ Date term expires: _____

NOTES

Date of resignation or removal: _____

Nederland Downtown Development Authority
Balance Sheet
As of May 31, 2018

	<u>May 31, 18</u>
ASSETS	
Current Assets	
Checking/Savings	
70-1002 · DDA Cash Accounts	215,528.64
80-1002 · DDA Cash Accounts (TIF)	266,818.30
Total Checking/Savings	482,346.94
Accounts Receivable	
70-1100 · Taxes Receivable	2,743.00
70-1200 · Accounts Receivable	76,344.85
80-1100 · Taxes Receivable (TIF)	24,562.95
Total Accounts Receivable	103,650.80
Total Current Assets	585,997.74
TOTAL ASSETS	<u>585,997.74</u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
70-2000 · Accounts Payable	4,298.38
Total Accounts Payable	4,298.38
Other Current Liabilities	
Payable to Town	24,045.88
70-2100 · Accrued Payables	259,467.81
Total Other Current Liabilities	283,513.69
Total Current Liabilities	287,812.07
Total Liabilities	287,812.07
Equity	298,185.67
TOTAL LIABILITIES & EQUITY	<u>585,997.74</u>

Nederland Downtown Development Authority

	Jan 2018	Feb 2018	Mar 2018	Apr-18	May-18	YTD Actual	2018 Budget	Actual vs. Budget
DDA (70):								
Revenues								
70-75-4000 Property Taxes	5,043.58	5,263.41	1,441.11	6,298.91	2,623.27	20,670.28	28,673.00	(8,002.72)
70-75-4002 Specific Ownership Taxes	152.85	173.59	154.37	175.53	159.07	815.41	1,600.00	(784.59)
70-75-4900 Interest	132.15	149.05	210.58	256.03	279.78	1,027.59	600.00	427.59
70-75-4915 Donations	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
70-75-4916 In-Kind Donations	0.00	0.00	0.00	124.99	18.46	143.45	0.00	143.45
70-75-8402 TARP	0.00	0.00	0.00	525.00	0.00	525.00	0.00	525.00
	<u>5,328.58</u>	<u>5,586.05</u>	<u>1,806.06</u>	<u>7,380.46</u>	<u>3,080.58</u>	<u>23,181.73</u>	<u>30,873.00</u>	<u>(7,691.27)</u>
Expenditures								
Downtown Area/Beautification	0.00	0.00	150.00	0.00	3,268.00	3,418.00	10,000.00	(6,582.00)
Office Rent	0.00	0.00	0.00	0.00	0.00	0.00	600.00	(600.00)
70-75-5110 IT	0.00	0.00	0.00	0.00	0.00	0.00	250.00	(250.00)
70-75-5115 Website	0.00	0.00	0.00	0.00	0.00	0.00	1,200.00	(1,200.00)
70-75-5125 Accounting	0.00	0.00	0.00	0.00	0.00	0.00	600.00	(600.00)
70-75-5129 Personnel	104.00	144.00	144.00	1,724.22	1,632.28	3,748.50	12,600.00	(8,851.50)
70-75-5175 Elections	0.00	7,050.00	0.00	(7,050.00)	0.00	0.00	10,000.00	(10,000.00)
70-75-5410 Office Supplies	30.00	0.00	0.00	124.99	18.46	173.45	100.00	73.45
70-75-5710 Postage/Shipping	0.00	0.00	10.00	0.00	0.00	10.00	100.00	(90.00)
70-75-5735 Boulder County Tax Collection	75.65	78.95	21.62	94.49	39.34	310.05	450.00	(139.95)
70-75-5740 Bank Fees	0.00	0.00	0.00	0.00	0.00	0.00	50.00	(50.00)
70-75-5750 Advertising	14.99	0.00	0.00	0.00	250.00	264.99	500.00	(235.01)
70-75-5770 Printing/Copying	0.00	2.50	10.27	4.95	0.00	17.72	250.00	(232.28)
70-75-5810 Conference/Training	0.00	0.00	0.00	0.00	0.00	0.00	2,000.00	(2,000.00)
70-75-5830 Meals	0.00	0.00	0.00	0.00	0.00	0.00	500.00	(500.00)
70-75-5850 Annual Membership/Dues	0.00	0.00	0.00	0.00	0.00	0.00	300.00	(300.00)
70-75-5999 Admin & Finance Allocation	0.00	0.00	0.00	0.00	0.00	0.00	1,200.00	(1,200.00)
70-75-6000 TARP grant expenses	996.87	3,399.64	1,538.13	3,464.60	0.00	9,399.24	8,547.71	851.53
70-75-6500 Infrastructure	0.00	0.00	135.65	10,854.38	10,075.00	21,065.03	0.00	21,065.03
	<u>1,221.51</u>	<u>10,675.09</u>	<u>2,009.67</u>	<u>9,217.63</u>	<u>15,283.08</u>	<u>38,406.98</u>	<u>38,647.71</u>	<u>(240.73)</u>
Net Income	<u>4,107.07</u>	<u>(5,089.04)</u>	<u>(203.61)</u>	<u>(1,837.17)</u>	<u>(12,202.50)</u>	<u>(15,225.25)</u>	<u>(7,774.71)</u>	<u>(7,450.54)</u>

	Jan 2018	Feb 2018	Mar 2018	Apr-18	May-18	YTD Actual	2018 Budget	Actual vs. Budget
DDA TIF (80):								
Revenues								
80-75-4005 TIF Taxes	48,104.52	50,201.16	13,744.30	59,965.41	24,937.01	196,952.40	190,000.00	6,952.40
80-75-4998 Fund Reserve - Transfer In	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	<u>48,104.52</u>	<u>50,201.16</u>	<u>13,744.30</u>	<u>59,965.41</u>	<u>24,937.01</u>	<u>196,952.40</u>	<u>190,000.00</u>	<u>6,952.40</u>
Expenditures								
80-75-5735 Boulder County Tax Collection	721.59	753.00	206.16	899.48	374.06	2,954.29	2,900.00	54.29
80-75-7100 Loan Principal	0.00	0.00	0.00	7,000.00	0.00	7,000.00	0.00	7,000.00
80-75-7200 Loan Interest	0.00	0.00	0.00	50.00	0.00	50.00	0.00	50.00
	<u>721.59</u>	<u>753.00</u>	<u>206.16</u>	<u>7,949.48</u>	<u>374.06</u>	<u>10,004.29</u>	<u>2,900.00</u>	<u>7,104.29</u>
Net Income	<u>47,382.93</u>	<u>49,448.16</u>	<u>13,538.14</u>	<u>52,015.93</u>	<u>24,562.95</u>	<u>186,948.11</u>	<u>187,100.00</u>	<u>(151.89)</u>



AGENDA INFORMATION MEMORANDUM NEDERLAND DOWNTOWN DEVELOPMENT AUTHORITY

Meeting Date: June 11, 2018

Prepared By: Karen Gerrity, Town Administrator

Dept: Admin

Consent Information Action Discussion

STAFF REPORT FROM TOWN ADMINISTRATOR

TRAFFIC CIRCLE REPAIR

An agreement was reached with Colorado Department of Transportation (CDOT) to help repair the portion of highway that was damaged during the water main break. CDOT supplied Public Works with asphalt and Town staff made the repair. The work is now completed. CDOT also repaired some of the road between the traffic circle and the bridge.

VISITOR CENTER UPGRADES

Public Works continues its improvements to the Visitor's Center. The department focused on improving the sidewalk at the restroom entrance to improve ADA accessibility and visitor safety during the month of May. The side walk is now widened giving visitors more room to walk around the building.

CHIPETA PARK IMPROVEMENTS

Public Works continued to work on Chipeta park improvements in May.

FIREWISE CLEANUP DAY

The Town hosted a Firewise Clean-Up Day on Saturday June 2 at the Transfer Station and it was a huge success. About 85 vehicles full of trash, recyclables, reusable building materials, scrap metal and scrap lumber were dropped off.

COLORADO MUNICIPAL LEAGE CONFERENCE

Town Administrator Karen Gerrity will attend the CML Conference from June 19-22, 2018 in Vail. This conference features sessions on disaster recovery, wildfire mitigation, and unlocking capital for facility upgrades and energy performance.

NEDERLAND INTERAGENCY COUNCIL ON HOMELESS ENCAMPMENT

Town Administrator Gerrity attended her first meeting of The Nederland Interagency Council on Homeless Encampments which includes representatives from the Nederland Community Church, Boulder County Sheriff's Office, Boulder County Commissioners' Office, U.S. Forest Service staff and law enforcement, Nederland Police and Fire Departments, Peak 2 Peak Forest Watch, Colorado Parks and Wildlife, Boulder Bridge House, Boulder Shelter for the Homeless, and Boulder County Housing and Human Services.

Gerrity is on the hiring team for the newly created and grant funded position, the Summer Homeless Advocate for Residential Encampments. This person will connect people to resources, educate them on how to camp safely and collect data. The person will report to Pastor Hanson Wendlandt of the Nederland Presbyterian Church.

SAFE ROUTES TO SCHOOL PROJECT

Town Administrator Gerrity and Public Works Manager Chris Pelletier met with Matt Wempe from Boulder County Regional Trails Planner to discuss this project. Matt confirmed that there is funding available from the .25% sales tax revenue generated for this purpose, although it may not be enough for the project. If that is the case, the county will take the lead in securing grant funding. The projected timeline for this project has construction happening in 2020. Gerrity also met with Carrie Yantzer, the principal of Nederland Middle/High School and property owner Kayla Evans to discuss the proposed location of the sidewalk and the need for an easement through the adjacent property.

STATE REVOLVING LOAN FOR BIOSOLIDS PROJECT

Staff learned recently that the Town was approved for a \$2,000,000 Water Pollution Control Revolving Fund Loan for the Biosolids project. The loan is for a term of 20 years at an interest rate of 2%. Town staff continues to work on a conversion to a Green Project Reserve loan and if the Green Business Case is approved, the interest rate would be lower.

ACCESSORY DWELLING UNITS ORDINANCE

On May 15, the Board of Trustees adopted an ordinance which will permit and regulate Accessory Dwelling Units (ADU) in residential zones. According to the ordinance, ADUs means a second dwelling unit created on a lot with an existing residential structure such as a house, attached house or manufactured home, or within said existing principal residential structure, which shall be a distinct and

separate housekeeping unit. One of the intentions of this ordinance is to increase affordable housing in Town.

AGENDA INFORMATION MEMORANDUM
NEDERLAND DOWNTOWN DEVELOPMENT AUTHORITY
MEETING DATE: June 11, 2018

INITIATED BY: Josiah Masingale, Executive Director

INFORMATION: X ACTION: OR DISCUSSION:
=====

AGENDA ITEM: Executive Director's Report for June 2018

SUMMARY:

- Staffing Report: Staff (ED and Secretary) on budget. Will begin to work on job delegation for TARP 2018 activities in July.
- Mural Project: Possible project to commission murals (with no language) in key areas of town. Envision up to five murals in key areas (with property and business owner permission).
- Board Roster: Current Board Roster (see attachment). Will be updated in July.
- Board Member Office Elections: Chair and Vice-Chair Elections at July Meeting.
- TARP 2018 Update: Certificate of Insurance provided to BoCo. Contracting now.
- 2018 Beautification Plan: 40 Flower Baskets Delivered, 15 more on order; Commencing 2018 Beautification activities this month, including final Round-About work.
- Colorado Main Street Affiliation: NDDA has been accepted as lead for Nederland as a Main Street Program Affiliate. Further information/resources in July.
- 2018 DDA Survey Results: 9 respondents to-date, with 6 being business owners, 1 property owner and 2 business employees (see attachment).
Survey: <https://www.surveymonkey.com/r/LQL6JNL>

RECOMMENDATIONS: N/A

FINANCIAL CONSIDERATIONS: N/A

ATTACHMENTS: Board Roster; 2018 Survey Results To-Date

Nederland Downtown Development Authority Board of Directors Roster

Board Chair:

Susan Schneider (Property Owner Designee)
CityWide Banks, Banking Center Manager/VP
Term Expires June 30, 2022

Vice Chair:

Brent Tregaskis (Property Owner Designee)
Eldora Mountain Resort, General Manager
Term Expires June 30, 2021

Treasurer:

Mandy Kneer (Business Owner)
K.S.A. Accounting, Owner
Term Expires June 20, 2018

Peter Marshall (Property Owner)
Crosscut Pizza, Owner
Term Expires June 30, 2018

Dallas Masters (Board of Trustees Liaison)
Town of Nederland Trustee
Term Expires – N/A

Claudia Schaufler (Business Owner)
The Shop, Owner
Term Expires June 30, 2021

Mark Stringfellow (Property Owner)
Term Expires June 30, 2020

NDDA Executive Director:

Josiah Masingale
<mailto:josiah@nederlanddowntown.org>

NDDA Secretary

Cindy Downing

As of June 11, 2018

Create better surveys faster. Upgrade to add users and get team collaboration tools. [View pricing](#) »

Downtown Development Authority District Survey - 2018



SUMMARY → DESIGN SURVEY → PREVIEW & SCORE → COLLECT RESPONSES → **ANALYZE RESULTS**

CURRENT VIEW ⓘ ^

+ FILTER + COMPARE + SHOW

No rules applied ⓘ

Rules allow you to **FILTER**, **COMPARE** and **SHOW** results to see trends and patterns.

[Learn more](#) »

SAVED VIEWS (1) ⓘ v

EXPORTS ⓘ v

SHARED DATA ⓘ v

RESPONDENTS: 9 of 9

SAVE AS ▾

QUESTION SUMMARIES DATA TRENDS INDIVIDUAL RESPONSES

Page 1: Nederland Downtown Development Authority Survey - 2018

Q1

Export ▾

Respondent Information

Answered: 9 Skipped: 0

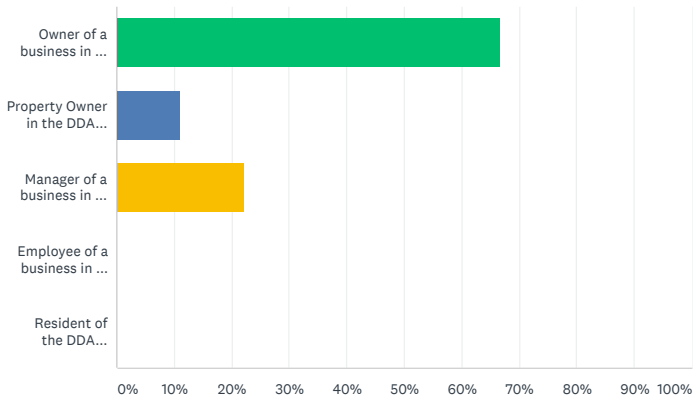
ANSWER CHOICES	RESPONSES	
Name	Responses	100.00% 9
Business Name (please put N/A if you are a resident of the DDA District)	Responses	100.00% 9
Address	Responses	100.00% 9
Address 2	Responses	0.00% 0
City/Town	Responses	100.00% 9
State/Province	Responses	100.00% 9
ZIP/Postal Code	Responses	100.00% 9
Country	Responses	0.00% 0
Email Address	Responses	100.00% 9
Phone Number	Responses	100.00% 9

Q2

Customize Export ▾

I am a

Answered: 9 Skipped: 0



ANSWER CHOICES	RESPONSES	
Owner of a business in the DDA District	66.67%	6
Property Owner in the DDA District	11.11%	1
Manager of a business in the DDA District	22.22%	2
Employee of a business in the DDA District	0.00%	0
Resident of the DDA District	0.00%	0

TOTAL

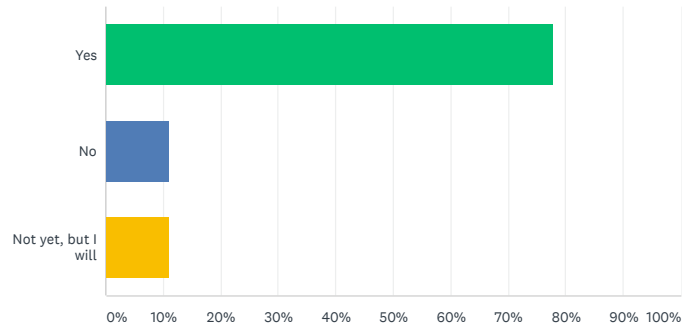
9

Q3

Customize Export

I have read the DDA 2017 Master Plan
 (http://www.nederlanddowntown.org/wp-content/uploads/DDA-Master-Plan-2017-1.pdf)

Answered: 9 Skipped: 0



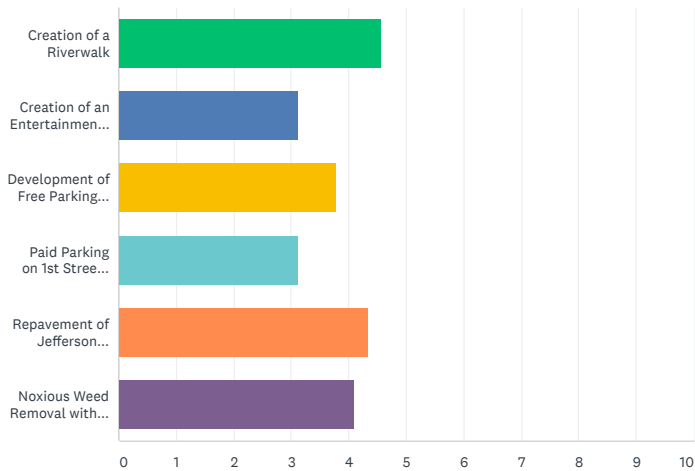
ANSWER CHOICES	RESPONSES	
Yes	77.78%	7
No	11.11%	1
Not yet, but I will	11.11%	1
TOTAL		9

Q4

Customize Export

In general, what is your attitude towards the possible projects listed below?

Answered: 9 Skipped: 0



	TOTALLY AGAINST	SOMEWHAT AGAINST	NEUTRAL	SOMEWHAT FOR	TOTALLY FOR	TOTAL	WEIGHTED AVERAGE
Creation of a Riverwalk	0.00% 0	0.00% 0	11.11% 1	22.22% 2	66.67% 6	9	4.56
Creation of an Entertainment District	22.22% 2	11.11% 1	22.22% 2	22.22% 2	22.22% 2	9	3.11
Development of Free Parking on south-side of Lakeview Drive and Big Springs Drive	22.22% 2	0.00% 0	11.11% 1	11.11% 1	55.56% 5	9	3.78

Comments (5)



▼ Paid Parking on 1st Street and in Visit Center Parking Lot	0.00% 0	33.33% 3	33.33% 3	22.22% 2	11.11% 1	9	3.11
▼ Repavement of Jefferson Street/Visitor Center Parking Lot	0.00% 0	0.00% 0	33.33% 3	0.00% 0	66.67% 6	9	4.33
▼ Noxious Weed Removal within the District	0.00% 0	11.11% 1	22.22% 2	11.11% 1	55.56% 5	9	4.11

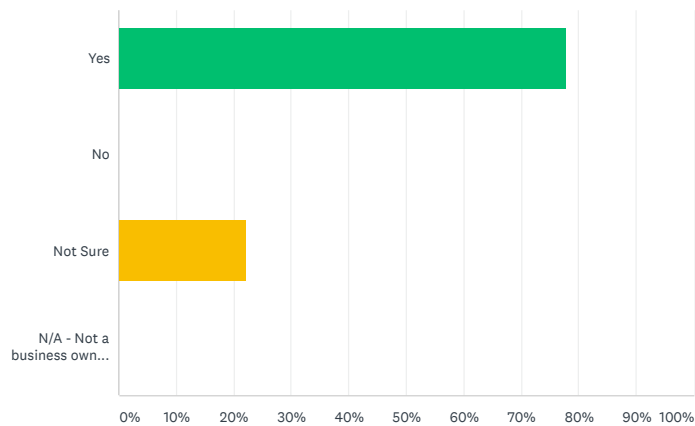
[Comments \(5\)](#)

Q5

[Customize](#) [Export ▼](#)

The DDA is planning on providing a hanging flower basket to your business for the 2018 summer. Would your business be willing and able to hang the basket at the front entrance and water the flowers through October?

Answered: 9 Skipped: 0



ANSWER CHOICES	RESPONSES
▼ Yes	77.78% 7
▼ No	0.00% 0
▼ Not Sure	22.22% 2
▼ N/A - Not a business owner or business manager	0.00% 0
TOTAL	9

Q6

[Export ▼](#)

What projects do you think the DDA should be working on within the scope of the master plan?

Answered: 8 Skipped: 1

[RESPONSES \(8\)](#) [TEXT ANALYSIS](#) [TAGS \(0\)](#)

PAID FEATURE
Text Analysis lets you search and tag comments and see word clouds of frequent words and phrases. To get this feature, upgrade to a paid plan.
[UPGRADE](#) [Learn more »](#)

Add Tags ▼ Filter by Tag ▼

Search responses [?](#)

Showing 8 responses

Guercio Park



5/25/2018 2:21 PM	View respondent's answers
Haven't read - I'm all for beautification WITHOUT yuppification	
5/23/2018 1:37 PM	View respondent's answers
Barker Meadow Amphitheater, entertainment, and public art installations are the projects I'm most excited about in the Master Plan.	
5/23/2018 11:04 AM	View respondent's answers
River Walk - 1st Street Improvements	
5/23/2018 7:46 AM	View respondent's answers
Keep working on parking options closer to 1st Street	
5/23/2018 6:38 AM	View respondent's answers

Q7

Export ▼

What other input and/or comments do you have for the DDA?

Answered: 5 Skipped: 4

RESPONSES (5) TEXT ANALYSIS TAGS (0)

PAID FEATURE

Text Analysis lets you search and tag comments and see word clouds of frequent words and phrases. To get this feature, upgrade to a paid plan.

UPGRADE

[Learn more »](#)

Add Tags ▼

Filter by Tag ▼

Search responses



Showing 5 responses

I understand your want to modernize and "improve" the town but please be careful to keep it's charm and the reasons we all live here.

5/23/2018 1:37 PM

[View respondent's answers](#)

Thank you for being here and helping to make our town a more beautiful, vibrant, cultural place!

5/23/2018 11:04 AM

[View respondent's answers](#)

Direct funds to projects that improve Ned's economy

5/23/2018 7:46 AM

[View respondent's answers](#)

110 Snyder is a shared co-working space. The owners might be better to ask about a hanging basket.

5/22/2018 8:27 PM

[View respondent's answers](#)

Parking, parking, parking. On the north side of town. Riverwalk would be great!

5/22/2018 7:50 PM

[View respondent's answers](#)

ENGLISH



AGENDA INFORMATION MEMORANDUM
NEDERLAND DOWNTOWN DEVELOPMENT AUTHORITY
MEETING DATE: June 11, 2018

INITIATED BY: Josiah Masingale, Executive Director

INFORMATION:____ ACTION:_X_ OR DISCUSSION:____
=====

AGENDA ITEM:

Board Letter to Colorado Department of Transportation.

SUMMARY:

At the May 2018 Board of Directors Meeting it was requested that a letter be drafted to CDOT from the Board of Directors regarding the conditions of the state highway, to outline future projects that the NDDA would like to partner with CDOT, and to invite CDOT executive's to Town for further conversations.

RECOMMENDATIONS:

Approve of drafted letter and/or offer edits or other guidance.

FINANCIAL CONSIDERATIONS: N/A

ATTACHMENTS: DRAFT NDDA Board of Directors Letter to CDOT



Mike P. Lewis
Executive Director, Colorado Department of Transportation
4201 E. Arkansas Ave., Suite 277 Denver, CO 80222

June 11, 2018

RE: Thanks to CDOT and Invitation to Nederland

Dear Mr. Lewis,

On behalf of the Town of Nederland, the Nederland Downtown Development Authority (NDDA) wishes to extend a thank you to the Colorado Department of Transportation (CDOT) for the recent repaving of the traffic circle and bridge in Town! The Town of Nederland, CDOT, and the NDDA must continue work together to improve and maintain the State Highways (CO 72/119) that lead to and from and bi-sect the Town of Nederland. These highways are crucial thoroughfares in the peak to peak region and receive an incredible amount of traffic and use throughout the year.

The Nederland Downtown Development Authority (NDDA) Board of Directors invites you to schedule a time with the NDDA, Town of Nederland Staff and Elected Officials and other stakeholders to visit Nederland and tour the State Highway(s). Additionally, the NDDA Board of Directors would like to begin a dialogue around several items and strategies being considered to improve the corridor and it's safety, especially within Nederland Town limits.

These items of discussion are:

- Future improvements to the traffic circle in Nederland, including a local landowner donating more land to CDOT to enlarge the traffic circle and make it more safe
- Improvements to the intersection of CO 72/119 and Lakeview Drive in Nederland
- Future pedestrian underpass crossing of CO 72/119 in Nederland using the culvert on Middle Boulder Creek

The NDDA believes that together we can continue improve the State Highway that provides such an important thoroughfare in our region and our town. We look forward to scheduling a time with you for your visit and our discussion.

Sincerely,
Nederland Downtown Authority Board of Directors

Susan Schneider, Chair
Dallas Masters, Board of Trustees Appointee
Claudia Schauffler, Board Member

Brent Tregaskis, Co-Chair

Mandy Kneer, Treasurer
Peter Marshall, Board Member
Mark Stringfellow, Board Member

AGENDA INFORMATION MEMORANDUM
NEDERLAND DOWNTOWN DEVELOPMENT AUTHORITY
MEETING DATE: June 11, 2018

INITIATED BY: Josiah Masingale, Executive Director

INFORMATION:____ ACTION:_X_ OR DISCUSSION:____
=====

AGENDA ITEM:

Board of Directors Bylaws Proposed Amendments.

SUMMARY:

There are two proposed Board of Directors Bylaws Amendments. The first is in section 2.110 Membership adding "A majority of the members appointed shall reside or own property in the downtown development district." This is to ensure that our board maintains the required structure under State Statute.

The second is under Competitive Bids 5.401 allowing for the Board to use the Town's Sole Source Justification and/or approved vendor's list for approved projects without multiple bids by inserting "The Board may follow the Town's Sole Source Justification procedures and/or selected vendor's for approved projects without solicitation of multiple quotes."

RECOMMENDATIONS:

Approve of amendments of bylaws and/or offer edits or other guidance.

FINANCIAL CONSIDERATIONS: N/A

ATTACHMENTS: NDDA Bylaws with Tracked Changes for Proposed Amendment Language

BY-LAWS
OF
DOWNTOWN DEVELOPMENT AUTHORITY
OF NEDERLAND, COLORADO

ARTICLE 1.000

1.100 Establishment. Under ordinance number 599, the Nederland Board of Trustees established a Downtown Development Authority known as the “Nederland Downtown Development Authority,” as a body corporate.

1.200 Purpose. The Authority is established to halt and prevent deterioration of property values within its district and to assist in the development and redevelopment of its district and to use its power to promote the general welfare of the district by the use of its direct and supplemental powers.

1.300 Powers. By ordinance of the Town of Nederland, the Downtown Development Authority has all the powers authorized by Part Eight of Article 25 of Title 31, Colorado Revised Statutes 1973, and all additional and supplemental powers necessary or convenient to carry out and effectuate the purposes and provisions of said Part Eight. A copy of Part Eight, contingent on amendment that may occur from time to time is attached here to and incorporated by this reference as if fully set forth.

1.400 Seal. The Authority shall have a seal, which shall be circular in form and shall have inscribed thereon the name of the Authority and the word, "SEAL."

1.500 Offices. The Downtown Development Authority shall have the power to maintain an office within the boundaries of the Town of Nederland.

1.600 Annual Budget. Each year the Board shall consider and approve a budget pursuant to Section 3.550. After such approval, the budget shall be submitted to the Nederland Board of Trustees for its approval.

ARTICLE 2.000

THE BOARD OF THE DOWNTOWN DEVELOPMENT AUTHORITY

2.100 Board Members. The Chair and the Members of the Board shall manage the affairs of the Authority.

2.110 Membership. The number and terms of Board Members shall be determined by resolution of the Town of Nederland Board of Trustees in accordance with 31-25-805 C.R.S. 1973, as amended. A majority of the members appointed shall reside or own property in the downtown development district.

2.120 Members shall serve staggered terms and shall serve until their term ends. Members may be

reappointed.

2.130 A member representing the Nederland Town Board shall serve at the pleasure of the Town of Nederland Board of Trustees.

2.140 Eligibility. Each Board Member, except the representative from the Town of Nederland Board of Trustees, shall be appointed in accordance with eligibility requirements as stated in Section 31-25-806 of C.R.S. as amended. No officer or employee of Nederland, other than an appointee from the Nederland Town Board, shall be eligible for appointment to the DDA Board.

2.150 Compensation. All Members, including the Chair, shall serve without compensation, but they may be reimbursed for actual and necessary expenses incurred on behalf of the Authority.

2.200 Vacancies. In the event of one or more vacancies or expiration of any one or more Board Member's terms, the Authority may at a regular or specially called DDA Board Meeting, nominate replacement Board Member(s) for consideration by the Town of Nederland Board of Trustees. In the event a Board Member's term expired, the DDA Board shall nominate him/her for an additional term or nominate a replacement.

2.210 Nominations. The Authority may nominate a prospective Board member(s) to the Town Board at

least sixty (60) days prior to the expiration of an existing DDA Board member's term. When a vacancy is created the Authority shall nominate a prospective DDA Board Member(s) promptly after it receives notice of the vacancy(ies). DDA Board Member(s) shall give at least ninety (90) days notice of their intent to not renew their position or that they will be resigning their position on the DDA Board.

2.220 Voting. Board Members, whose terms are being considered by the Authority for extension or replacement, are disqualified to vote on nominations for extension or replacement for their own term.

2.230 Appointment. The Town of Nederland Board of Trustees is not obligated to appoint DDA Board Members nominated by the Authority and may appoint DDA Board Members of their own selection. However, should the Town Board fail to extend the term of, or replace, any existing DDA Board Member nominated by the Authority for term extension, such Board Member shall continue to serve as a DDA Board Member until a successor has been appointed and qualified.

2.240 Removal. After notice and a public opportunity to be heard, the Board may request that a member(s) of the DDA Board be removed for cause by the Town of Nederland Board of Trustees. A DDA Board Member(s) may be removed by the Town Board for misfeasance, malfeasance, nonfeasance or any other

violation of the public trust or affront of the dignity of the Board.

2.300 Conflicts of Interest. If any person who is a board member or staff of the Authority is aware that the Authority is about to enter into any business transaction directly or indirectly with them self, any member of their family, or any entity in which they have any legal, equitable or fiduciary interest or position, including, without limitation, as a director, officer, shareholder, partner, beneficiary or trustee, such person shall (a) immediately inform those charged with approving the transaction on behalf of the Authority of their interest or position, (b) aid the persons charged with making the decision by disclosing any material facts within their knowledge that bear on the advisability of such transaction from the standpoint of the Authority, and (c) not be entitled to vote on the decision to enter into such transaction.

2.310 Annual Conflict of Interest Statement. Each board member and staff shall annually complete and submit a Conflict of Interest Statement declaring any potential conflict of interest with regards to Authority business.

ARTICLE 3.000

OFFICERS OF THE DOWNTOWN DEVELOPMENT AUTHORITY

3.100 Board Chair. The Board Chair shall preside at all meetings of the Authority except as otherwise authorized by resolution of the Authority. The Chair shall sign all contracts, deeds and other instruments made by the Authority. At each meeting, the Chair shall submit such recommendations and information as deemed necessary for the proper administration of the business affairs and policies of the Authority. In the absence or disability of a hired Director, the Board Chair shall assume all Director duties and responsibilities unless directed otherwise by Board vote.

3.110 Election. At the first regularly scheduled meeting of the Board in July of each year, a Chair shall be elected to preside at the meetings of the Authority with the full power to vote on any issue, except as otherwise provided herein. The Chair shall serve until election of a new Chair at the first regular meeting the following July, at which time the Chair may be renominated or a new Chair may be elected.

3.200 Vice-Chair. The Vice-Chair shall perform the duties of the Chair in the absence or incapacity of the Chair and, in case of the resignation of the Chair, the Vice-Chair shall perform the duties of the Chair, until such time as the Authority shall select a new Chair. The Vice-Chair shall be elected in the same manner and at the same time as the Chair. An Interim Vice-Chair may be elected to perform the duties of the Vice-Chair in the absence or incapacity of the Vice-Chair, if desired by the Board.

3.300 Treasurer. The Treasurer shall keep the financial records of the Authority and, together with the Director, or in lieu of no such director, the Chair, shall approve all vouchers for the expenditure of funds of the Authority. The Treasurer shall prepare and submit a monthly report stating the assets, liabilities and year-to-date and month-to-date expenditures of the Authority. The Treasurer shall submit the report to the Director or Chair and the Director or Chair shall report to the Board.

3.400 Secretary. The Secretary is a non-board member and shall maintain custody of the official seal and of all records, documents, or other papers not required to be maintained by the Treasurer.

The Secretary shall attend all meetings of the DDA Board and keep a record of all its proceedings, file minutes with the Town Clerk of all regular and special meetings and shall perform such other duties as required by law, agreement with the Town Board or as may be delegated to him/her by the Director. The Secretary shall have power to affix the Authority's seal to and attest all contracts and instruments to be executed by the Authority.

3.500 Director. Pursuant to the requirements of 31-25-815 C.R.S. 1973, the Downtown Development Authority shall employ a Director. In the absence or disability of the Director, the DDA Board may designate a qualified person to perform the duties of the office of acting Director.

3.510 Appointment. The Board shall appoint a Director pursuant to the requirements as stated in Section 31-25-815 C.R.S. The Director is the DDA Board's employee and shall serve at the pleasure of the Board. The Board shall periodically, no less frequently than annually, review the Director's performance. The Director is and shall be an at-will employee. The compensation to be paid to the Director shall be established by the Board and budgeted accordingly.

3.520 Responsibility. The Director shall be the Chief Executive Officer of the Authority and shall have general supervision over and be responsible for the performance of the functions of the Authority. Subject to and in accordance with these bylaws and direction by the Board, the Director may expend funds in accordance with standard, generally accepted governmental accounting and fiscal management practices. The signature of the Director and the Treasurer shall be required on all vouchers for the payment of all expenses.

3.530 Staff. The Director shall be responsible for hiring and supervising a subordinate staff and for providing reports to the Board. A staffing report shall be submitted monthly, which report shall include but not be limited to recommendations for staff hiring, separations, salaries and assigned duties of each staff member. Staff shall serve under the direction of

the Director. The Director shall control employment activities in accordance with the Personnel Rules of the Town of Nederland as amended or otherwise established by the Board.

3.540 Bond. The Board may require a bond from the Director, or, by resolution, waive the bond requirement.

3.550 Budget. The Director (or Chair in absence or disability of the Director), working with the Treasurer, shall annually prepare a budget and submit it to the Board for its approval, in accordance with applicable State Statutes and Financial Management Rules for the Town of Nederland. The budget shall indicate the amount of compensation to be paid staff and the amounts to be devoted to specific Authority projects.

3.600 Committees. The Board, by resolution adopted by a majority of the Board, may designate and appoint one or more committees, each of which shall consist of no more than two board members and may contain members of the public. Committees shall have and exercise such authority as shall be granted to them by such resolution; provided, however, such committee shall not have the power or authority to adopt an agreement of merger or consolidation or an agreement for the sale, lease or exchange of all, or substantially all of the Authority's property and assets, dissolve the Authority or amend the rules of the Authority. Any member of a committee may be

removed by the board whenever in their judgment the best interests of the Authority shall be served by such removal.

ARTICLE 4.000

MEETINGS

4.100 Regular Meetings. The regular meetings of the Board shall be at such time and place as determined by the Board. Regular meetings may be recessed and continued at another date. The Director shall send notice by mail, facsimile transmission or electronic mail (e-mail) to each Board member at least 24 hours in advance of each meeting stating the time and location within the Town of Nederland where the meeting is to be held. By resolution, the Board may direct that a regular meeting not be held, but in no event shall more than two consecutive scheduled meetings be canceled.

4.105. Regular meetings may be conducted in all or part by electronic means by one or all of it's Board Members.

4.110 Attendance. In the event of the absence of a Board Member for three consecutive regular meetings, a letter may be written by the Director, at the direction of the Board, to the Town of Nederland Board of Trustees, requesting removal of that Board Member pursuant to Article 2.240 of these rules.

4.200 Special Meetings. Special meetings of the Authority may be called by the Chair or in the Chair's absence, the Vice-Chair, at a convenient place and time. The Director shall send notice by mail, facsimile transmission or electronic mail (e-mail) to each Board member at least two (2) days in advance of each meeting stating the time and location within the Town of Nederland where the meeting is to be held.

4.300 Open Meetings. All meetings of the Board shall be open to the public, except those that may lawfully be closed by law.

4.400 Quorum. The Quorum necessary to conduct all business shall be a majority of all Board Members, including any present by electronic means.

4.500 Voting. All regular business matters shall be decided by a majority of the Quorum unless otherwise provided for in these by-laws or by law.

4.600 Rules of Order. All meetings shall be conducted under the most recent Edition of Robert's Rules of Order, Revised, except as otherwise provided by these By-Laws and 35-25-801, et seq., C.R.S. 1973 as amended.

ARTICLE 5.000

CONTRACTS; FINANCE

5.100 Contracts. The Board may authorize, by resolution, the Chairman or the Director, consistent with the authority stated by the resolution, to enter into any contract or execute any instrument in the name of and in behalf of the Authority.

5.200 Finance

5.210 Deposits. All funds of the Authority will be deposited in a special account by the Board Treasurer.

5.220 Vouchers. All vouchers for the payment of accounts shall be submitted by the Director or Chair to the Treasurer for payment from funds deposited to the credit of the Authority. The Director and/or Chair and the Treasurer shall approve all vouchers for the expenditure of funds of the Authority.

5.230 Loans. No loans shall be contracted for on behalf of the Authority and no evidence of indebtedness shall be issued, except by resolution of the Board. Such resolution may be general or confined to specific instances.

5.300 Property. The Authority may hold property in its name as directed by resolution of the Board and as permitted by 31-25-801, et seq., C.R.S 1973, as amended.

5.400 Competitive Bids. Competing bids should be obtained for all purchases of goods or services, irrespective of funding source, according to the parameters and requirements outlined below.

5.401 Competitive Bid Requirements.

Up to and Including \$2,500 - No Quotes

Required; Authority Director may use their discretion to secure the most cost-effective goods and services for the Authority's operations. Greater than \$2,500 - All purchases over \$2,500 require the solicitation of three quotes. The Board may follow the Town's Sole Source Justification procedures and/or selected vendor's for approved projects without solicitation of multiple quotes.

ARTICLE 6.000

AMENDMENTS

6.100 Amendments. The By-Laws of the Authority may be amended at any regular or special meeting by a two-thirds vote of the entire Board. No such amendment shall be adopted unless at least two days notice, as provided in 4.100, has been previously given to all Board members. All amendments to these bylaws shall be reviewed in accordance with 8.100 and if approved, filed in the office of the Town Clerk for the Town of Nederland.

ARTICLE 7.000 INDEMNIFICATION

7.100 Indemnification. Any of the Authority's officers, Directors and other employees may be indemnified or reimbursed by the Authority for reasonable expenses (including, but not limited to, attorney's fees, judgments and payments in settlement) actually incurred in connection with any action, suit or proceeding, civil or criminal, actual or threatened, to which he or they shall be made a party by reason of his being or having been, or by reason of any actual or alleged acts performed or omitted to be performed in connection with his being or having been a Board member, officer or employee of the Authority; 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 shall finally be adjudged to have been guilty or liable for gross negligence or willful misconduct or criminal acts in the performance of his duties to the Authority; and 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 Board of Directors of the Authority acting by vote of Directors not parties to the same or substantially the same action, suit, or proceeding, 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.

7.200 Insurance. The Board may, upon affirmative vote of its Board of Directors, purchase insurance for the purpose of indemnifying its Board Members, officers and other employees of the extent that indemnification is allowed in Section 7.100. The Board and its Director may participate in the Town's insurance policies with the approval of the Town Board and the Town's insurance providers.

ARTICLE 8.000

APPROVAL OF BY-LAWS

8.100 Approval. Upon approval of these By-Laws by a two-thirds vote of all Members of the Board, they shall be submitted to the Town of Nederland Board of Trustees for approval, and upon the approval of the Town of Nederland Board of Trustees shall be filed with the Town Clerk and all statutorily permissible acts previously taken by the Board and its Director shall be ratified and confirmed, by both the Board and the Town of Nederland Board of Trustees.

ARTICLE 9.000

DISSOLUTION

9.100 Dissolution. Upon resolution by a two-thirds vote of all Members of the Board of the Downtown Development Authority, the Board may request the

Town of Nederland Board of Trustees to dissolve the Authority provided that all statutory requirements are satisfied.

AGENDA INFORMATION MEMORANDUM
NEDERLAND DOWNTOWN DEVELOPMENT AUTHORITY
MEETING DATE: June 11, 2018

INITIATED BY: Josiah Masingale, Executive Director

INFORMATION: _____ ACTION: X OR DISCUSSION: _____
=====

AGENDA ITEM:

RiverWalk Preliminary Planning Scope and Budget.

SUMMARY:

A major strategy for economic and infrastructure development, as well as accessibility, walkability and safety of the downtown area, the RiverWalk project is one of the strategies of the [2017 Master Plan](#) that most resonates with NDDA constituents, and has broad support from the community at-large.

While the project has broad support, there has been little formal planning, design, or engineering work conducted to begin the process of realizing RiverWalk. There are four major issues from the Master Plan that the NDDA could potentially address with the project.

- 1) Poor Walkability and Connectivity (especially the pedestrian crossing from the Visitor Center to 1st Street)
- 2) Lack of Access to River to Residents and Visitors
- 3) Improvements and Protection of Middle Boulder Creek and the Riparian Wetlands
- 4) Economic Development

Preliminary design and planning will allow the NDDA to address these issues in an engaged and informed way, ensuring that any RiverWalk project:

1) Improve the Riparian Corridor and protect it (improved filtering of storm-water entering the creek; limiting access to the creek in certain areas and enhancing access to the Creek in other areas). This will be a major driver of the project, and hopefully will garner the project support from past critics that felt any development would harm the creek.

2) Improve walkability and connectivity, especially from the west-side of the highway to the east-side of the highway and down First Street. The NDDA proposes to work with CDOT to create a pedestrian crossing under the highway through the culvert (long-term) which would start in the area next to the bank and run to the south-side of the pedestrian bridge on the other side. The NDDA would also strive design the Riverwalk ADA compliant.

3) Improve the creek itself, creating an environment and ecology that fosters fishing opportunities that would make Downtown Nederland a destination for anglers. Not only

would this enhance and protect this valuable resource, it would also provide additional economic development opportunities.

4) Assist businesses on 1st Street to re-orientate to the RiverWalk. The NDDA will work with the businesses to develop ways for them to connect with the RiverWalk. This is a major component of addressing economic development in the First Street area and offers another opportunities for businesses to engage with customers.

Preliminary planning steps are to map the area and property owners, conduct outreach with stakeholders, and to create a preliminary design which then can be critiqued by our District constituents before moving to final design and construction.

Since improvement to the creek itself would be a huge driver in this potential project the NDDA sought out Engineering firms with that kind of experience, and found that perhaps the most well known firm in the nation is located in Boulder, in Gary Lacy and his [Recreation, Engineering, and Planning](#) firm. Gary was involved in the construction of the pedestrian bridge here in Nederland, is THE NATIONAL EXPERT on developing recreation in waterways, and the firm is vested in seeing this project come to fruition, providing over \$2,900 of the proposed costs of the preliminary planning and design in-kind to the project (21% savings).

Awarding this Preliminary Planning contract through sole source To REP makes sense because of the nature of the project (working on waterways in Colorado is a complex project requiring experience in many facets of construction, permitting, grants, and community engagement), REP's expertise in these projects with a proven track record throughout Colorado and within Boulder County locally, REP's national recognition and long list of water-related [projects](#), and the fact that REP is providing in-kind services and is clearly motivated to see this project be successful. Additionally, due to the nature of the project being conducted in phases, having one firm working through the various steps with the Town, the various stakeholders, and with the NDDA as project lead is incredibly important.

Finally, the NDDA has been in discussions with the local Trout Unlimited Chapter Boulder Flycasters regarding this preliminary work, and their board has already pledged \$500.00 to the project. All together, \$3,400 of the project costs are being provided outside of NDDA funding. The DDA will request \$1,000.00 to provide staff time and effort to the project in this phase.

RECOMMENDATIONS:

Approve of RiverWalk Preliminary Planning Scope and Budget for \$14,500.00, of which \$11,100.00 will come from DDA funds.

FINANCIAL CONSIDERATIONS: \$11,100.00 in DDA funds. \$3,400 of the \$14,500.00 project total will be provided in-kind and donations.

ATTACHMENTS: Recreation, Engineering and Planning RiverWalk Proposal

Proposal for Planning and Design Services

Middle Boulder Creek Riverwalk

By Recreation Engineering & Planning (REP)
April 24, 2018

The following proposal is for planning and conceptual design services for the Middle Boulder Creek Riverwalk project in Nederland, Colorado. This proposal is being sent to Josiah Masingale, Town of Nederland Downtown Development Authority Director, as requested.

Middle Boulder Creek Riverwalk Project			
Scope of Services			
	Task	Deliverables	Cost
1	Perform a one-day site inspection of Middle Boulder Creek in Nederland, Colorado. Meet with municipal staff, and other interested parties on site to discuss concerns related to permitting, land ownership, costs and site development.	Site Visit	\$1,600
2	Obtain appropriate topographic mapping, ownership, utility, and flow data and create appropriate base mapping for the project.	Basemap	\$1,300
3	Develop a preliminary plan for the site. This plan will include the riverwalk, underpass under State Highway 72, recommendations for in-channel habitat and recreational improvements, pedestrian bridge, and creekside opportunities.	Preliminary Plan and Summary Report	\$7,200
4	Color rendering of preliminary plan	Rendering	\$1,800
5	Preliminary Level Cost Estimate	Cost Estimate	\$1,400
6	Estimate Travel Expenses: <i>Only direct expenses will be billed.</i>		\$200
Total			\$13,500

Notes: 2) assumes Town of Nederland will supply utility data and Boulder County will supply aerial photography, topographic, and ownership information. This does not include a formal legal parcel survey or on site topographical survey.

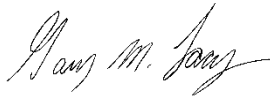
*Does not include permitting, design, specifications, bidding or construction phase services.

Payment

Invoices will be sent every 30 days for work completed plus expenses. Payment is due within 30 days.

If the above proposal is acceptable to you, please print 2 copies, sign both copies and return to REP.

Submitted by:



4/24/18

Date

Gary Lacy
REP Headquarters
485 Arapahoe Ave
Boulder, CO 80302
(303) 545-5883
gary@boaterparks.com

Approved by:

[Please Print Name, Title,
Address, and
Telephone Number]

Date

AGENDA INFORMATION MEMORANDUM
NEDERLAND DOWNTOWN DEVELOPMENT AUTHORITY
MEETING DATE: June 11, 2018

INITIATED BY: Josiah Masingale, Executive Director

INFORMATION:____ ACTION:_X_ OR DISCUSSION:____
=====

AGENDA ITEM:

Noxious Week Removal Project Scope and Budget.

SUMMARY:

At the May 2018 NDDA Board of Directors Meeting it was decided that a Noxious Week Removal Project should be considered. The attached proposal totaling \$1,450.00 (\$1,900 budget total with NDDA staff time and effort) would include public outreach and education, strategic weed eradication throughout the DDA district, and a volunteer weed pull in Chipeta Park.

The proposal provided includes a savings of 50% (in-kind) from the firm Peak Ecological Services, LLC. The project would be conducted in 2018, and future projects will seek sustainable funding outside of NDDA funds.

RECOMMENDATIONS:

Approve of Noxious Week Project Scope and Budget for \$1,900.00, of which \$1,900.00 will come from DDA funds.

FINANCIAL CONSIDERATIONS: \$1,900.00 in DDA funds.

ATTACHMENTS: Peak Ecological Services, LLC Proposal and Cost Estimate



Peak Ecological Services LLC

PO Box 827
301 Boulder Canyon Drive
Nederland, CO 80466

PROPOSAL

DATE: June 3, 2018

TO:

Josiah Masingle
Nederland Downtown Development Authority (NDDA)
PO Box 396
Nederland, CO 80466

VIA: Email

RE: 2018 Noxious Weed Control for Town Sustainability & Beautification

Dear Nederland DDA Board Members,

Please find attached a revised proposal and cost estimate for an Integrated Weed Management approach to Nederland's growing Noxious Weed problem.

Background. Nederland is the gateway to the Indian Peaks Wilderness Area with tens of thousands of visitors each year. Personnel from the U.S. Forest Service and Boulder County as well as local residents have expressed concerns about Nederland's growing noxious weed problem and the potential for weed spread in surrounding open space and forest lands. In the past few years, the Town of Nederland has received funding from the Colorado Department of Agriculture (CDA) to develop a Noxious Weed Management Plan, perform public outreach and commence a weed control program, all of which were achieved. However, the CDA is reluctant to provide funding in perpetuity, hence additional funding is needed to continue weed control effort.

In the NDDA 2017 Master Plan (the Plan), the NDDA embraces the ideals presented in the town's comprehensive plan, which states: "...the concept of sustainability has been woven into the fiber of this plan at its most basic level. The Town of Nederland has a commitment to quality of life, sustainability and preservation of small town character." Furthermore, the Plan states that:

"To help achieve the Town's goals, the ultimate objective driving the NDDA's vision is to develop a downtown that supports a self-sufficient local economy and **uses sustainable practices** to meet the needs of current and future generations. **Nederland's most valuable asset is its natural setting.** The key to a beautiful downtown lies in preserving natural and historical assets and the NDDA will support projects and programs that incorporate unique natural features and historical artifacts as part of downtown beautification. As the NDDA works to enhance business opportunities in the downtown area, it keeps **preservation and restoration of this environment** at the heart of the organization's development philosophy." **emphasis added**

Currently, noxious weeds are abundant in the downtown area. All those little white daisies we see – they are almost all noxious weeds (mainly scentless chamomile, but some ox-eye daisy), those prickly pink flowered plants near the "Welcome to Nederland" sign – Canada thistle, another noxious weed; those pretty yellow flowers -yes you guessed it -another noxious weed – common tansy. Nederland is rife with these invasive plants and although I can't

say Nederland is in pristine ecological health, Nederland does have a responsibility to promote environmental sustainability and not let these noxious weeds spread into surrounding natural areas. Just think of all those thousands of visitors we have park at our local businesses and pick up weed seed on muddy tires, attached to hiking boots, socks or pets. I firmly believe that with public education and outreach combined cost-effective integrated noxious weed control strategies Nederland can meet the sustainability goals of both the town's Comprehensive Plan as well as the NDDA Master Plan. Finally, beautification is one of the main goals of the NDDA. While I do understand that beauty is in the eye of the beholder, we cannot let the subjectivity of "all those pretty posies" detract from what these plants really are – invasive noxious weeds that are a detriment to the environment and the ecological sustainability of our town and surrounding areas.

If approved by the NDDA, the following tasks would be completed in 2018. Any labor provided by Peak Ecological Services would be at a 50% reduced rate.

Task 1. Public Outreach / Education

We will develop and publish four articles in the Mountain Ear to promote noxious weed education on specific noxious weed species. Two of these articles have already been published ("Purge Your Spurge" and "Crazy Daisies". Two additional articles will be published including one on knapweeds, and another on Canada and musk thistle. We will also print out and distribute several "weed wanted" posters around town, such as at the Community Library, the Town Hall, and other locations as suggested. We will also work with Town staff to develop an approach to notify residents and business owners when weed-spraying would occur see below. I suggest this information be posted on the Town website.

Task 2. On-the Ground Weed Control - Limited Herbicide Application

We will treat Nederland's most problematic Noxious Weeds such as (but not limited to) scentless chamomile, ox-eye daisy, diffuse/spotted knapweed, and Canada thistle with an environmentally friendly herbicide called Milestone, which is registered with the EPA as a reduced risk pesticide. Public concern of herbicide usage is always a major consideration. We would use the lowest rate of Milestone recommended for effective weed control, that has the lowest toxicity and volatility, and are spot sprayed (not broadcast sprayed from truck-mounted equipment). This herbicide will not affect grasses, trees, and shrubs. We have received verbal interest from staff at the Town Road and Bridge Department to aid in herbicide application. Peak Ecological Services LLC is a licensed commercial applicator with the Colorado Department of Agriculture (CDA) and records of all applications will be kept at the offices of Peak Eco. We will work with Town Hall Staff to notify the public when weed spraying would occur (i.e. website notification). We will also coordinate with Elizabeth Allen of Coloring Colorado to ensure no landscape plantings are affected by herbicide application. Unfortunately, the weed control problem in town has gotten to the point where hand-pulling is only an option in specific areas, such as Chipeta Park (see Task 3 below). I propose the following areas for limited herbicide treatment in 2018.

1. Downtown parking areas – areas where tourists and business owners park. Cars can be a major vector for weed spread. Example: 1st street, visitor's center, B&F shopping plaza, Ace Hardware, Citiwide Banks, community center, fire station, and post office.
2. Other business areas – Car repair shops and local excavating companies (i.e. stinky gulch, Amerigas/Dillon developers site)
3. Natural areas – middle Boulder Creek paths. Some Canada thistle is present.
4. Road right-of-ways/sidewalks. The highway in and out of Nederland and around is rife with scentless chamomile and some knapweed is also present. The newly constructed sidewalks also support dense populations of noxious weeds (mainly scentless chamomile) along their edges.
5. Other town owned properties, the old town shop site and waste water treatment facility.

Task 3. Teens Inc. Led Volunteer Weed Pull

We have been in contact with Stephen LeFaiver, executive director of Teens Inc., who would lead our local youth (Youth Corps) in organizing and participating in a town wide volunteer weed pull at Chipeta Park. Volunteer weed

pulls are a not only an effective way of public outreach and education, but also an effective way of reducing weeds in specific areas. After weeds are pulled, the areas will be seeded with a Nederland Native seed mix comprised of grasses and wildflowers common in our region. As part of the weed pull, Teens Inc. would provide five teens and one crew leader for approximately 2 hours during the weed pull. Teens Inc. would also advertise the event.

Why Should Nederland Care?

- Noxious weeds can dramatically reduce native species diversity. Before noxious weed infestation, there are many different species of plants providing specialized nectar and food sources for a wide variety of native pollinators and other animals. After infestation, many of these species become crowded out into a monoculture or near-monoculture of noxious weeds which provide few or no ecosystem services. Native wildflowers such as Colorado Blue Columbine, our state flower, cannot compete with aggressive, invasive plants for nutrients, sunlight, and water. As a result, our biologically diverse mountain meadows, grasslands, and wetlands are in danger of being overrun by monocultures of non-native species.
- Noxious Weeds are a growing problem in the Nederland area, seriously detracting from our enjoyment of the natural environment.
- Lack of noxious weed control increases the cost of maintaining both public and private open space and can lead to increased herbicide use in other areas outside of town jurisdiction.
- Noxious Weeds take over important habitat areas for wildlife, displacing native shelter and forage for wildlife while reducing the diversity and quantity of native plants.
- If left uncontrolled, Noxious Weeds can dramatically change a visual landscape by completely dominating an area that once held a mix of native species.
- Nederland is the *Gateway to the Indian Peaks Wilderness Area* with tens of thousands of visitors each year. If Noxious Weeds are left untreated, millions of acres of adjacent National Forest and National Park lands become threatened by weed seed "hitchhikers" on car tires, mountain bikes, shoes, and animal fur.
- For further information see, <http://nederlandco.org/noxious-weeds/>

/s/ Rea Orthner Wrobel



Peak Ecological Services LLC

PO Box 827
 301 Boulder Canyon Drive
 Nederland, CO 80466

Cost Estimate

Date	Estimate No.
6/3/2018	024

rea@peakecological.com

720-289-1665

Town of Nederland
 Downtown Development Authority
 Nederland, CO 80466

		Project			
		Weed Control 2018			
Description	Details	Name	Qty	Rate	Total
Task 1. Pubic Outreach/Coordination	Ecologist	R. Orthner	5	100.00	500.00
50% Labor Discount			5	-50.00	-250.00
8.5 x 11 inch color copies	Weed wanted flyers; etc.		200	1.00	200.00
Subtotal					450.00
Task 2. Weed Control					
Limited spot-spray of noxious weeds with environmentally friendly herbicide	Licensed Pesticide Applica...	R. Orthner	10	100.00	1,000.00
50% Labor Discount			10	-50.00	-500.00
Native wildflower seed mix (Nederland specific)	For Weed Control Areas			250.00	250.00
Subtotal					750.00
Task 3.					
Teens Inc. Youth Corps / Chipeta Park Weed Pull	Youth Corps Crew & Leader	TBD	1	250.00	250.00
Subtotal					250.00
Total					\$1,450.00

AGENDA INFORMATION MEMORANDUM
NEDERLAND DOWNTOWN DEVELOPMENT AUTHORITY
MEETING DATE: June 11, 2018

INITIATED BY: Josiah Masingale, Executive Director

INFORMATION: _____ ACTION: X OR DISCUSSION: _____
=====

AGENDA ITEM:

Lakeview and Big Springs Parking Project Proposal.

SUMMARY:

The NDDA is considering a project to increase free parking on Lakeview Drive and Big Springs Drive. The attached proposal includes the preliminary design and engineering, surveying, construction documentation, and construction bidding and services from JVA, which is the Town of Nederland's preferred vendor for these types of project.

The proposal's cost estimate is \$22,600.00 not including any NDDA staff time and effort (estimated at \$1,400.00 to manage the proposed activities).

RECOMMENDATIONS:

Go out to bid for at least two additional quotes for the outlined services, and/or approve or provide further guidance.

FINANCIAL CONSIDERATIONS: \$24,000.00 in DDA funds.

ATTACHMENTS: JVA Letter Agreement Regarding Parking at Lakeview and Big Springs.



May 25, 2018

Josiah Masingale
Nederland Downtown Development Authority
PO Box 396
Nederland, Colorado 80466

RE: Nederland Big Springs Drive and Lakeview Drive Additional Parking Improvements

Dear Josiah:

As requested, JVA, Inc. (JVA) has prepared a scope of work and associated fees for engineering services related to the evaluation of additional public parking along Big Springs Drive and Lakeview Drive for the Nederland Downtown Development Authority (NDDA/Client). The following is a detailed scope of work based on previous discussions and email correspondence.

SCOPE OF WORK

JVA will review the existing stormwater infrastructure regarding the ongoing overflow and ponding issues within the District and provide an alternatives analysis for improving the situation. As the level of work is uncertain at this time, we are recommending that the project be separated into a Preliminary Design Phase and Construction Documents Phase. It is anticipated that the recommendations from the Preliminary Design Phase will be used for a basis of design for construction documents prepared under the Final Design Phase at a later date if the NDDA wishes to proceed with improvements. Based on our understanding of the design efforts required for parking improvements and stormwater systems, the engineering services anticipated for this project include the following detailed tasks:

Preliminary Design

1. JVA will attend one onsite kickoff meeting with the NDDA.
2. JVA will collect and review existing drainage reports and drawings for the area. We will also utilize publicly available LIDAR data and Boulder County GIS data for parking layout and delineation of any offsite tributary basins that potentially contribute flow to the site.
3. JVA will prepare a preliminary grading, drainage, and layout plan.
4. JVA will prepare a hydrologic and hydraulic analysis of the existing storm conveyance system. The findings of the analysis will be summarized in a drainage memorandum to the Town.
5. JVA will prepare preliminary opinions of probable cost (OPC) for the proposed improvements.
6. JVA will present their findings to NDDA and anticipate revising plan based on comments.

Construction Documents

7. JVA will coordinate with Flatirons Surveying, Inc (Flatirons) for preparation of a topographic and boundary survey. Flatirons will also utilize a private utility locator for mapping of



underground utilities. We recommend that the surveys be used for design as they will provide a higher level of accuracy for the design over the publicly available data and will reduce bidding risk. Separate fees for these tasks have been provided for review by NDDA.

- 8. JVA will finalize construction documents based on the preliminary plans. Grading, drainage, layout, and erosion control plan and details are anticipated.
- 9. JVA will finalize the drainage memorandum based on the construction documents.
- 10. JVA will finalize the OPC for the proposed improvements.
- 11. JVA will prepare specifications sufficient for bidding purposes. Based on previous projects with the Town we anticipate using EJCD front end documentation with technical specifications based on Town standards.
- 12. JVA will attend one review meeting with NDDA and incorporate comments into a final bid set.

Bidding and Construction Services

- 13. Bid phase services include attendance at the prebid meeting, bid opening and addendum preparation. Services during construction comprise of the review of product submittals, pay apps, change order documentation, and response to contractor information requests for civil engineering related items. We will attend bi-weekly construction meetings with the contractor and anticipate a 6-week construction period. Observation reports will be prepared for site visits at the construction meetings. Upon substantial completion, JVA will prepare a punch list for deficient items to be addressed prior to contract closeout. We will also prepare record documents based on contractor mark-ups.

BASIS OF PAYMENT

The basis of payment for the scope of work described above will be monthly billings based on the percentage of lump sum completed to date, including reimbursable expenses. This amount will not be exceeded without written authorization of the CLIENT.

Basic Civil Engineering Services

Preliminary Design	\$ 3,500
Topographic Survey	\$ 6,800
Boundary Survey	\$ 3,800
Construction Documents	\$ 4,700
Bidding and Construction Services	<u>\$ 3,800</u>
TOTAL LUMP SUM FEE	\$22,600

These fees are based upon the above assumptions and discussions to date. Services resulting from significant changes to the project scope may require additional services. These estimated fees do not include surveying, geotechnical investigation, easement preparation, permitting, or construction administration.




SCHEDULE

We can begin working on the project immediately and anticipate 6 weeks following Notice to Proceed to complete the Construction Documents.

We appreciate the opportunity to continue to serve your consulting engineering needs and look forward to another successful project. If you have any questions about this letter or the scope described herein, please do not hesitate to contact me at 303-565-4933.

Sincerely,
JVA, INCORPORATED

By: 
Chad Cantrell, P.E., CFM
Project Manager

Attachment: General Conditions for Engineering Services

JVA, INC.
GENERAL CONDITIONS
FOR
ENGINEERING SERVICES

These General Conditions are attached to and made a part of the preceding Letter Agreement between the stated CLIENT and JVA, Inc. (JVA). Any specific provision of the Letter Agreement which conflicts with provisions of these General Conditions supersedes the conflicting provisions of these General Conditions.

CLIENT and JVA agree in respect to the performance of professional engineering services by JVA and the payment for those services by CLIENT as set forth in the Letter Agreement and below.

JVA shall provide professional engineering services for CLIENT in all phases of the Project to which the Letter Agreement applies, serve as CLIENT's professional engineering representative for the Project as set forth below, and shall give professional engineering consultation and advice to CLIENT during performance of services hereunder.

SECTION 1 - BASIC SERVICES OF JVA

1.1 Scope of Services

JVA shall perform professional services as defined in the Letter Agreement.

1.2 Copies of Documents

Unless specifically provided for in the Letter Agreement, JVA shall furnish one reproducible set of instruments of services, as appropriate, at the end of each project phase. Additional copies will be supplied at JVA's costs of printing and distribution, plus a reasonable profit. At the end of the project, JVA will provide the CLIENT with an electronic record of the construction drawings.

1.3 Construction Phase.

If the project includes a Construction Phase, JVA shall perform the professional services stated in the Letter Agreement subject to the following:

1.3.1. JVA shall not be required to make exhaustive or continuous on-site observations to check the quality or quantity of contractor's work. JVA shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s) or the safety precautions and programs incident to the work of Contractor(s). JVA shall not be responsible for the failure of Contractor(s) to perform the work in accordance with the Contract Documents.

1.3.2. Insofar as jobsite safety is concerned, JVA is responsible solely for its employees' activities on the jobsite, but this shall not be construed to relieve CLIENT or any construction contractors from their responsibilities for maintaining a safe jobsite. Neither the professional activities of JVA, nor presence of JVA or its employees and subcontractors, shall be construed to imply JVA has any responsibility for methods of work performance, superintendence, sequencing of construction, or safety in, on or about the jobsite. CLIENT agrees that the construction Contractor(s) is solely responsible for jobsite safety, and this intent shall be made evident in CLIENT's agreement with the construction Contractor(s).

1.3.3. CLIENT acknowledges that JVA will not be a party to any construction contract and that all authority and responsibility to reject work or stop work is Owners as a party to the construction contracts. JVA shall not be liable for the results of any interpretations or decisions rendered by it in good faith when acting as an arbitrator or interpreter of the Contract Documents.

1.3.4. By recommending payment to others, JVA will not thereby be deemed to have represented that continuous or exhaustive examinations have been made by JVA to check the quality or quantity of the work or to review the associated means, methods, sequences, techniques or procedures of construction or safety precautions or programs. JVA has made no examination to ascertain how or for what purposes any person(s) has used the moneys paid on account, or that title to any of work, materials or equipment has passed to CLIENT free and clear of any lien, claims, security interests or encumbrances. By recommending payments to others, JVA does not imply that others have completed their work exactly in accordance with the Contract Documents.

1.3.5. The duties and obligations of JVA are expressly conditional upon each Contractor representing the status of the project completions with reasonable accuracy and submitting complete and accurate data. Any observations made as the result of inaccurate representations of project status are beyond JVA's control and shall be compensated as an Additional Service. Additional reviews of data due to any Contractor(s)' failure to submit accurate and complete data are beyond JVA's control and shall be compensated as an Additional Service.

1.3.6. JVA shall not be responsible for the acts or omissions of any Contractor(s), or subcontractor, or any of the Contractor(s)' or subcontractors' agents or employees or any other persons (except JVA's own employees' and agents' negligent acts or omissions) at the site or otherwise performing any of the Contractor(s)' work.

1.3.7. If CLIENT does not authorize the professional services of JVA to extend to or include Construction Administration services, including site observation of the contractor's work or performance, CLIENT acknowledges that JVA has exercised its professional judgment in preparing instruments of service, and that JVA does not warrant a specific result; that the instruments of service are not warranted to be free of error or omission, and that situations may arise during the construction of the Project when interpretations or corrections to the instruments of service will be required.

1.3.8. CLIENT agrees that JVA cannot certify that certain conditions exist when JVA cannot assure they exist. Accordingly, JVA cannot sign any certification, no matter by whom requested, that would result in JVA certifying the existence of conditions whose existence JVA cannot assure.

1.4 Delay

The duties and responsibilities of JVA are expressly conditioned upon the expectation that the project will proceed expeditiously and will not be impeded by the acts or omissions of any Contractor(s) or of CLIENT. Delay of project completion for reasons beyond JVA's control will result in Additional Services, which shall be compensated as provided in Section 2.

SECTION 2 - ADDITIONAL SERVICES OF JVA

2.1 If authorized by CLIENT, JVA shall furnish or obtain from others Additional Services which are outlined but not included in the Letter Agreement; these will be paid for by CLIENT as indicated in Section 5.

2.2 Where maximum or "not-to-exceed" fee amounts are identified in the Letter Agreement, Payments for Additional Services and Reimbursable Expenses associated with the Basic and Additional Services shall not be subject to the maximum payment amounts unless expressly included, but Additional Services may be subject to a separate maximum payment amount, negotiated at the time JVA is directed by CLIENT to provide such Additional Services.

SECTION 3 - CLIENT'S RESPONSIBILITIES

CLIENT shall:

3.1. Designate a person to act as CLIENT's representative with respect to the services to be rendered under this Agreement. Provide all criteria and full information as to CLIENT's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability and any budgetary limitations; all available information pertinent to the Project including previous reports and other data relative to design or construction of the Project; and furnish copies of all design and construction standards which CLIENT will require to be included in the Drawings and Specifications.

3.2. Furnish to JVA, as required for performance of JVA's Basic Services, data prepared by or services of others, including without limitation, field control surveys and establish reference points and base lines; core borings, probings and subsurface explorations, soils report, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all the foregoing; (?); property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions; all available data describing existing facilities; zoning, deed and other land use restriction; and other special data or consultations not covered above. Client shall provide drawings to reasonable scale with data sufficient to allow JVA to understand and analyze the project.

3.3. Arrange for access to and make provisions for JVA to enter upon public and private property as required for JVA to perform its services.

3.4. Examine all studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by JVA, and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of JVA. Give prompt written notice to JVA whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or timing of JVA's services,

3.5. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project. Provide all advertisements, notices, postings required by law or customary usage including, but not limited to, those required by regulatory or other governmental bodies, solicitations, invitations or advertisements for bid, offer or proposal, and advertisement pursuant to project close out, or notification of potential lienholders or claimants. Include in any construction contracts entered into as a part of this project, any and all clauses, terms, conditions or provisions necessary to give this Letter Agreement full force and effect.

SECTION 4 - PERIOD OF SERVICE

4.1. JVA will perform its professional services in a timely manner consistent with customary professional practices. If CLIENT has requested, or the construction process results in, significant modification or changes in the extent of the Project, the time of performance of JVA's services and its various rates of compensation shall be adjusted appropriately.

4.2. If JVA's services for design or during construction are delayed or suspended in whole or in part by CLIENT for more than 90 calendar days for reasons beyond JVA's control, JVA shall on written demand to CLIENT (but without termination of this Agreement) be paid as provided in paragraph 5.3.2. If such delay or suspension extends for more than one year for reasons beyond JVA's control, or if JVA for any reasons is required to render services more than one year after Substantial Completion, the various rates of compensation provided for elsewhere in this Agreement shall be equitably adjusted.

SECTION 5 - PAYMENTS TO JVA

5.1 Methods of Payment for Services and Expenses of JVA

5.1.1. CLIENT shall pay JVA for Basic Services and Additional Services an amount based on the Letter Agreement amounts or JVA's Regular Hourly Rates of the personnel assigned to the Project, plus Reimbursable Expenses at actual cost, times a factor of 1.10.

5.1.2. Cost of Service: Billings will be based on the percentage of services performed, plus Reimbursable Expenses incurred, according to the JVA's current rate schedule, unless noted in the Letter Agreement.

5.2 Times of Payment

5.2.1. JVA shall, prior to the last week of each month, submit monthly invoices for Basic and Additional Services rendered and for Reimbursable Expenses incurred. CLIENT shall make prompt monthly payments in response to JVA's monthly invoices. Payment is due 30 days from the date of the receipt of invoice.

5.3 Other Provisions Concerning Payments

5.3.1. If CLIENT fails to make payments by the due date, the amounts due JVA shall include a late charge at 1.5% per month from said due date; and, in addition, JVA may, after giving seven calendar days' written notice to CLIENT, suspend services under the Letter Agreement until it has been paid in full.

5.3.2. This Agreement shall be terminated upon the Client's written notification of termination of his agreement with the Owner, or upon fourteen days written notice should the other party fail substantially to perform in accordance with the terms of this agreement. If terminated due to the fault of others, JVA shall be paid for services and reimbursable costs incurred.

5.4 Definitions

5.4.1. Regular Hourly Rates includes salaries or wages paid as well as indirect costs and fringe benefits, general overhead, and profit, for all personnel engaged directly on the Project, including, but not limited to, engineers, architects, surveyors, designers, drafters, specification writers, estimators, other technical personnel, stenographers, typists, and clerks and Administrative personnel.

5.4.2. Reimbursable Expenses means the actual expense incurred in connection with the Project for: transportation and subsistence incidental thereto; obtaining bids or proposals from Contractor(s); furnishing and maintaining field office facilities; subsistence and transportation of Resident Project Representative and their assistants; toll telephone calls, reproduction of reports, Drawings, Specifications, insurance endorsements procured specifically for the Project, and similar Project-related items in addition to those required under Section 1; and, if authorized in advance by CLIENT, overtime work requiring higher than regular rates. Reimbursable Expenses shall include the amount billed to JVA by special consultants employed by JVA for such consultants' services and Reimbursable Expenses and shall also include expenses incurred for appropriate charge for previously established computer programs, computer usage, computer aided drafting machine usage, and expenses of photographic production techniques.

SECTION 6 - OPINIONS OF COST

6.1 Opinions of Probable Cost

6.1.1. Since JVA has no control over the cost of labor, materials, equipment or services furnished by others, Contractor(s)' methods of determining prices, or market conditions, its opinions of probable Cost provided for herein are to be made on the basis of its experience and represent its best judgment as a qualified professional engineer, familiar with the construction industry. JVA cannot and does not guarantee that proposals, bids or actual Project or Construction Cost will not vary from opinions of probable cost. If CLIENT wishes greater assurance as to Project or Construction Cost, he shall employ an independent cost estimator.

SECTION 7 - GENERAL CONSIDERATIONS

7.1 Termination

The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

7.2 Instruments of Service

All documents, including Reports, Drawings, Specifications, field data, field notes, laboratory test data, calculations, estimating and other similar documents, in any form whatsoever, prepared by JVA, are instruments of service, and not products, and remain the intellectual property of JVA. Instruments of service include reproducible originals, copies, handwritten materials, electronic computer media files of all kinds. They are not intended or represented to be suitable for reuse by CLIENT or others on any other project. JVA grants CLIENT an irrevocable license to CLIENT to use and reproduce any instruments of service as required for the project, and will provide CLIENT with electronic drawing files in AutoCAD for record purposes. Any reuse of these instruments not for the specific purpose intended, and any errors introduced by CLIENT's reproduction or translation of instruments of service from one form to another will be at CLIENT's sole risk and without liability or legal exposure to JVA. CLIENT shall indemnify and hold harmless JVA from all claims arising out of or resulting therefrom. Any adaptation to other projects will entitle JVA to further compensation at rates to be agreed upon by CLIENT and JVA. JVA retains the rights of ownership of any patentable or copy-rightable concepts arising from its services.

7.3 Controlling Law

This Agreement is to be governed by the law of the State of Colorado, jurisdiction and venue proper in the Colorado District Courts.

7.4 Professional Responsibility

7.4.1. JVA will exercise its professional judgment in performing services under this Agreement. Services performed by JVA will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. CLIENT recognizes that JVA does not warrant a specific result. Reports, Drawings, Project Manual, and other instruments of service are not products and are not warranted to be free of error or omission, and situations may arise requiring interpretations or corrections to the Drawings, Project Manual, and other instruments of service.

7.4.2. CLIENT acknowledges that JVA is a corporation and agrees that any claim made by CLIENT arising out of any act or omission of any director, officer or employee of JVA in the execution or performance of this Agreement, shall be made against JVA and not against such director, officer or employee.

7.4.3. Design and construction techniques are continually evolving. The standards and regulations imposed by various government entities relative to design and other issues likewise are subject to continuing change. Given this dynamic situation, JVA may select acceptable, effective design approaches that, through no fault of its own, are obsolete and unacceptable by the time its design or design recommendations are ready for execution. CLIENT agrees to pay JVA's additional reasonable fees and expenses made necessary by JVA being required to abide by new regulations or technologies.

7.4.4. CLIENT and JVA recognize that JVA is providing a professional service and that CLIENT's project is a unique undertaking involving many factors which cannot be projected with exactitude. CLIENT and JVA acknowledge that the factors developing or discovered during the contract term and the uniqueness of CLIENT's project may require engineering services which cannot be anticipated at the time of contracting. JVA will advise CLIENT if the need for such services becomes apparent, and CLIENT and JVA shall negotiate an amendment to this Agreement to include said additional services.

7.5. Asbestos or Hazardous Materials

7.5.1. The professional service contracted for hereunder were contracted for with the expectation by CLIENT and JVA that no asbestos or hazardous materials, as defined by the U.S. Environmental Protection Agency, will be encountered.

7.5.2. Asbestos or hazardous material may exist where there is no reason to believe they could or should be present. JVA and CLIENT agree that the discovery of these unanticipated materials constitutes a changed condition mandating a renegotiation of the scope of work. JVA and CLIENT also agree that the discovery of these unanticipated materials may make it necessary for JVA to take immediate measures to protect human health and safety, and the environment. JVA agrees to notify CLIENT as soon as practically possible should unanticipated asbestos or hazardous materials or suspected asbestos or hazardous materials be encountered. CLIENT encourages JVA to take any and all measures that in JVA's professional opinion are justified to preserve and protect the health and safety of JVA's personnel and the public, and environment.

7.6. Successors and Assigns

7.6.1. Neither CLIENT nor JVA 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) and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge assignor from any duty or responsibility under this Agreement. Nothing contained in this Agreement shall prevent JVA from employing such independent consultants, associates and subcontractors as he may deem appropriate to assist it in performing the services hereunder.

7.6.2. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than CLIENT and JVA.

7.7. Default

7.7.1. In the event of default of any of the obligations herein by either party which requires the party not in default to commence legal or equitable action against the defaulting party, the defaulting party shall be liable for the non-defaulting party's reasonable attorney's fees, expert witness fees and costs and other expenses incurred because of the default, including the costs of collection, in the event of a judgment or other resolution in the non-defaulting party's favor.

7.7.2. JVA shall not be liable to CLIENT for any consequential damages incurred by either due to the fault of the other, regardless of the nature of this fault, or whether it was committed by CLIENT or JVA, their employees, agents or subcontractors. Consequential damages include, but are not limited to, loss of use or rent, loss of profit, lost market value and associated attorney's fees.

7.8. Dispute Resolution

7.8.1. The Client and JVA agree that all disputes shall be discussed for immediate resolution between the individuals involved. Disputes shall include unsettled claims, counterclaims, disputes, and other matters in questions arising out of or relating to this Agreement or breach thereof. All disputes shall be brought to the attention of the other party within reasonable time period after the dispute has arisen.

7.8.2. Should these parties fail to resolve the conflict, then the dispute shall be raised to the next level of management within the structure of each party. Should these efforts fail to resolve the dispute, then the parties hereto agree to settle the dispute through voluntary mediation. Only if mediation is attempted, will binding arbitration be considered.

7.8.3. This process will involve the selection of an arbitrator. If the parties cannot agree on the selection of a single arbitrator, each party to the dispute will select one arbitrator and the two arbitrators selected individually shall select a third arbitrator who will then become the sole arbitrator. All costs involved in this process shall be borne by each party equally unless the arbitrator awards the costs to the prevailing party.

7.8.4. In the matter of disputes arising that involve the work of a contractor, subcontractor, or consultant to either the Client or JVA (joinable party) then either the Client or JVA may join each joinable party as a party to the mediation. This can only occur if specifically set forth in the individual contracts with each joinable party of the Client and JVA.

7.9 Independent Consultant Status

Except as may otherwise be noted herein, JVA shall serve as an independent consultant to CLIENT and shall have control over and be responsible for the means and methods for providing services under this Agreement. It is specifically understood that, irrespective of any assignability provision, JVA may retain subcontractors to perform services.

7.10 Severability

Any element of this Agreement later held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force. However, CLIENT and JVA will in good faith attempt to replace an invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing or achieving the intent of the original provision.

7.11 Titles

The titles used in this Agreement are for general reference only and are not part of the Agreement.

7.12 Survival

All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between CLIENT and JVA shall survive the completion of the services hereunder and the termination of this Agreement.

7.13 Excluded Services

7.13.1. Services available from JVA are limited to those specified in the Letter Agreement. Other services that are available and applicable to CLIENT's project have been made known and explained to CLIENT.

7.13.2. In that it would be unfair for JVA to be exposed to liability for its failure to perform a service CLIENT has instructed JVA not to perform, due to CLIENT's preference or desire to obtain such service from another source, CLIENT hereby waives any claim against JVA and agrees to defend, indemnify and hold JVA harmless from any claim or liability for injury or loss allegedly arising from JVA's failure to perform a service CLIENT has instructed JVA to not perform. CLIENT further agrees to compensate JVA for any time spent or expenses incurred by JVA in defense of any such claim, in accordance with JVA's prevailing fee schedule and expense reimbursement policy.

SECTION 8 - INTEGRATION

8.1 Integration

The Letter Agreement and these General Conditions (consisting of pages **1 through 5**, inclusive), constitute the entire Agreement between CLIENT and JVA and supersede all prior written or oral understandings. This Agreement may only be amended, supplemented, modified or cancelled by a duly executed written instrument.

**END OF GENERAL
CONDITIONS**

AGENDA INFORMATION MEMORANDUM
NEDERLAND DOWNTOWN DEVELOPMENT AUTHORITY
MEETING DATE: June 11, 2018

INITIATED BY: Josiah Masingale, Executive Director

INFORMATION:____ ACTION: X OR DISCUSSION:____
=====

AGENDA ITEM:

Board Member Applications and Appointment.

SUMMARY:

The NDDA Board of Directors has one board seat that will be open on June 30, 2018. This board seat must be filled by a district property owner due to State Statute and NDDA Board Bylaws. The NDDA posted the application and background information sheet on the NDDA and Town Websites, and ran an ad announcing the open board position in the Mountain Ear.

Two complete applications were received, both from district property owners. Each application is attached to this AIM.

RECOMMENDATIONS:

Approve one applicant for the board seat opening on June 30, 2018 with a four-year term lasting until June 30, 2022.

FINANCIAL CONSIDERATIONS: N/A

ATTACHMENTS: (1) Steve Karowe NDDA Board Application. (2) Rea Orthner NDDA Board Application



**TOWN OF NEDERLAND
STANDARD APPLICATION FOR
APPOINTMENT OR REAPPOINTMENT TO TOWN
ADVISORY BOARDS AND COMMISSIONS**

This is an application for appointment or reappointment to the
Nederland Downtown Development Authority

Applicant Name:

Steven Karowe

Mailing Address:

PO Box 615, Ned, 80466

Street Address:

224 Big Springs Dr., Ned 80466

Telephone number(s):

(303) 808-9373

Email address:

steve@overseasconnection.com

- 1) Are you applying as a Property owner or Business lessee? Property owner
- Physical address of property or business: 80 Big Springs Dr., Ned 80466
 - Mailing address of property or business: PO Box 3381, Ned, 80466
 - Position (Owner, manager if property is a corporation): Manager
 - Name of Business if a Lessee: _____

2) If Property or business is not owned in an individual name, please list the type of ownership (LLC, Corporation, Trust, etc) and the name of the entity:

- Type of ownership: LLC
- Name of entity: LDK Ventures, LLC
- Your relationship to entity: Manager

If Corporation or Trust is owner of the property/business, a letter from the Corporate Board, Managing Agent, or other Trustees authorizing applicant to make decisions on behalf of the Corporation must be attached.

If a NEW APPOINTMENT, please describe any special knowledge, abilities, background or interests you feel will provide a positive contribution to the goals and purposes of the board or commission for which you are seeking appointment. (Attach resume if desired or use an extra sheet of paper, if necessary.) If a RE-APPOINTMENT, please describe previous board(s) experience and contributions.

Please see attached

Steven Karowe
Manager, LDK Ventures, LLC
80 Big Springs Drive, Suite 101, Nederland

Thank you for considering me for a board position with the DDA. I believe I will be a great board member due to my life/work experience and my passion for improving Nederland. I am very excited about the mandate and funding the DDA has to make great improvements in town.

I have been self-employed for 33 years which has given me so many great skills, including financial, forecasting, long and short range planning, fiscal responsibility, purchasing, managing employees and managers, sales and marketing, working well with people of all backgrounds, cleaning toilets, etc.

Since 2014 I have been in charge of creating the new building at 80 Big Springs Drive, which has put many of my skills to good use—acting as the General Contractor, liaison with the bank for funding and incremental draw payments, managing and coordinating many subcontractors, working with Town from the beginning, through Planning Commission and BOT, working with Public Works throughout, brainstorming solutions on the fly, liaison with Safe Built for all code compliance issues, etc.

I am conscientious in all that I do, and I will bring this quality to my board position if appointed, reading materials and preparing for meetings in advance to be most effective during meetings.

I don't have any personal agenda to push with the DDA. My main objective is to be an intelligent, motivated, unbiased person to help with the projects the DDA has determined are the highest priority. I believe I will be a valuable member of the board.

Please contact me with any questions about my qualifications or suitability for the board.

Thank you,



Steven Karowe
Manager
LDK Ventures, LLC

Cell (303)808-9373

**TOWN OF NEDERLAND
STANDARD APPLICATION FOR
APPOINTMENT OR REAPPOINTMENT TO TOWN
ADVISORY BOARDS AND COMMISSIONS**

This is an application for appointment or reappointment to the
Nederland Downtown Development Authority

Applicant Name: Cpf tgc'Qtj pgt"Y tqdgn
 Mailing Address: RQ"Dqz": 49'P gf gtrcpf.'EQ.': 2688
 Street Address: 523"Dqwf gt'Ecp{qp'F tkxg.'P gf gtrcpf.'EQ': 2688
 Telephone number(s): 525/47: /5778
 Email address: tgcB r gcngeqmqi kcrfegqo

- 1) Are you applying as a Property owner or Business lessee? Rtqr gtvf "qy pgt
- a. Physical address of property or business: 523"Dqwf rgt'Ecp{qp'F tkxg": 2688"
 - b. Mailing address of property or business: RQ"dqz": 49'P gf gtrcpf.": 268
 - c. Position (Owner, manager if property is a corporation): Qy pgt
 - d. Name of Business if a Lessee: plc

2) If Property or business is not owned in an individual name, please list the type of ownership (LLC, Corporation, Trust, etc) and the name of the entity:

- a. Type of ownership: NNE
- b. Name of entity: Rgcni'Geqmqi kcrn'Ugtxlegu.'NNE
- c. Your relationship to entity: Qy pgt"

If Corporation or Trust is owner of the property/business, a letter from the Corporate Board, Managing Agent, or other Trustees authorizing applicant to make decisions on behalf of the Corporation must be attached.

If a NEW APPOINTMENT, please describe any special knowledge, abilities, background or interests you feel will provide a positive contribution to the goals and purposes of the board or commission for which you are seeking appointment. (Attach resume if desired or use an extra sheet of paper, if necessary.) If a RE-APPOINTMENT, please describe previous board(s) experience and contributions.

I have lived in the Nederland area for over 20 years, since 1996. Although I am a Gilpin County resident, my husband and I recently purchased a commercial property in Nederland (within the DDA district) last fall. The property now houses my ecological consulting business (Peak Ecological Services, LLC), a long-term tenant, and a short-term vacation rental, the Lakeview Lodge. I am a botanist and ecologist by training. Under my previous employer (Western Ecological Resource Inc.) I prepared a Wetland and Riparian Habitat Assessment for Middle Boulder Creek in 2016. I have also been actively involved in promoting noxious weed awareness within the town and helped to develop the Nederland Noxious Weed Management Plan under the Noxious Weed Subcommittee of Sustainability Advisory Board (SAB). I have also volunteered to aid the Town in receiving grants for Chipeta Park improvements. With my professional background, I feel I can add valuable expertise in the areas of wetlands, riparian habitats, ecology, and noxious weeds which could be of benefit to projects such as the proposed downtown Riverwalk. As a business owner in the tourist industry (Lakeview Lodge), I understand the need to create a "safe, beautiful and vibrant downtown". I have read the DDA Master Plan and have been keeping tabs on proposed new zoning changes in the Town which potentially affect commercial property and business owners. Finally, I am a member of the Gilpin County Planning Commission, a position I have held for approximately 10 years. If appointed to the DDA, I kindly request that meetings not be held on the second Tuesday of the month when the Gilpin County planning commission meets. Please find attached, my professional resume.

Please plan on attending the BOT meeting at which your appointment will be considered.

/s/ Andrea Orthner Wrobel

June 3, 2018

Applicant Signature

Date

FOR OFFICE USE ONLY:

Date of initial appointment: _____

Replaced (if applicable): _____

Date of term Expiration: _____

Date of reappointment: _____ Date term expires: _____

Date of reappointment: _____ Date term expires: _____

Date of reappointment: _____ Date term expires: _____

NOTES

Date of resignation or removal: _____



AGENDA INFORMATION MEMORANDUM NEDERLAND DOWNTOWN DEVELOPMENT AUTHORITY

Meeting Date: June 11, 2018

Prepared By: Karen Gerrity, Town Administrator

Dept: Admin

Consent Information Action Discussion

FOOD TRUCK USE

Town staff has been approached by two food truck vendors in the past six months regarding operations in town limits. The Nederland Municipal Code doesn't call out food trucks as a specific use so town staff has referenced the use "outdoor sales, eating and drinking, or other outdoor commercial activities and establishments" which is a Special Review Use in commercial zones.

This requires a lengthy process involving public notice and a hearing before the planning commission plus a \$250 fee and \$1,000 deposit for professional services fee such as legal. If the planning commission approves the application, they would recommend it to the Board of Trustees who would review and make final decision at a public meeting. After the Special Review Use is completed and approved, the vendor will need to go through the business license process.

One of the vendors was not willing to pursue a Special Review. The other vendor was willing to begin the process and was therefore allowed to use a temporary peddlers' license (\$150 fee) until the Special Review process is completed.

Town staff would like feedback from the DDA regarding food truck use in town and how such use would impact current businesses and residents. Currently food trucks are allowed in town as part of Special Events which go through their own approval process.

Is there an area in town where food trucks, operating as a business separate from a special event, make sense? What feedback do you have regarding the current process for food truck approval?

AGENDA INFORMATION MEMORANDUM
NEDERLAND DOWNTOWN DEVELOPMENT AUTHORITY
MEETING DATE: June 11, 2018

INITIATED BY: Josiah Masingale, Executive Director

INFORMATION:___ ACTION:___ OR DISCUSSION: X
=====

AGENDA ITEM:

Discover Nederland Guide Marketing.

SUMMARY:

The Discover Nederland Guide has a publication providing information and travel ideas to perspective Nederland visitors. While this guide is not generally showcased outside of the Peak to Peak region, it does have the ability to have more copies printed and placed in Boulder, Denver, Blackhawk and other places where potential visitors to Nederland may be. The NDDA is considering placing an ad in the Discover Nederland Guide, having more copies made, and placing them in strategic places throughout Metro Denver.

RECOMMENDATIONS:

Provide input and guidance on possibly advertising with the Discover Nederland Guide. What would an advertisement look like? Where should any such re-printed guides be placed to drive tourism to Downtown Nederland?

FINANCIAL CONSIDERATIONS: N/A

ATTACHMENTS: N/A

AGENDA INFORMATION MEMORANDUM
NEDERLAND DOWNTOWN DEVELOPMENT AUTHORITY
MEETING DATE: June 11, 2018

INITIATED BY: Josiah Masingale, Executive Director

INFORMATION:___ ACTION:___ OR DISCUSSION: X
=====

AGENDA ITEM:

Visitor Signage.

SUMMARY:

The NDDA is considering purchasing and placing four Welcome/Visitor Signs at strategic locations around Town where visitors stop on their way into Downtown. These signs might offer information on the Town, it's history and culture, and may also provide some form of maps or brochures with information on key businesses, parks, trails, and parking.

RECOMMENDATIONS:

Provide input and guidance on possible Welcome/Visitor Signs around Town. What might the signs look like? What content or information might go on the signs? What might some maps and/or brochures be available at each of the signs?

FINANCIAL CONSIDERATIONS: N/A

ATTACHMENTS: N/A

AGENDA INFORMATION MEMORANDUM
NEDERLAND DOWNTOWN DEVELOPMENT AUTHORITY
MEETING DATE: June 11, 2018

INITIATED BY: Josiah Masingale, Executive Director

INFORMATION:___ ACTION:___ OR DISCUSSION: X
=====

AGENDA ITEM:

DDA Attorney Services.

SUMMARY:

The NDDA is considering incurring attorney services for various projects and for the upcoming Mill Levy vote in 2019. A list of attorneys has been compiled, with three attorneys responding with interest in assisting the DDA in the future.

RECOMMENDATIONS:

Provide input and guidance on next steps on selecting an attorney.

FINANCIAL CONSIDERATIONS: N/A

ATTACHMENTS: N/A