



**TOWN OF NEDERLAND
DOWNTOWN DEVELOPMENT AUTHORITY
BOARD OF DIRECTORS MEETING AGENDA
NEDERLAND COMMUNITY CENTER
750 Hwy 72 Nederland, CO 80466
March 20, 2019, 6:00 p.m.**

A. CALL TO ORDER

B. ROLL CALL

C. PUBLIC COMMENT

D. CONSENT AGENDA

- Approval of Warrants - Amanda Kneer/Treasurer
- Approval of the February 13, 2019 Meeting Minutes – Josiah Masingale/Executive Director

E. INFORMATIONAL ITEMS

- Carousel of Happiness Update – Charles Wood
- Food Truck Committee Update – Rea Orthner/Board Member
- Treasurers Report - Amanda Kneer/Treasurer
- Town of Nederland Administrator Report - Karen Gerrity/Town Administrator
- Chair Report – Brent Tregaskis/Chair
- Executive Director Report - Josiah Masingale/Executive Director

F. ACTION ITEMS

- Interim Vice-Chair Election – Brent Tregaskis/Chair
- Fire District IGA – Josiah Masingale/Executive Director
- 2019 Beautification Agreement Execution– Josiah Masingale/Executive Director
- Parking, Pedestrian, and Traffic Study and Plan Quotes and Rates Sheets – Josiah Masingale/Executive Director

G. DISCUSSION ITEMS

- DDA Mill Levy Extension – Josiah Masingale/Executive Director

H. OTHER BUSINESS – N/A

I. ADJOURNMENT

NEXT REGULAR MEETING: April 10, 2019 6:00 pm at the Nederland Community Center Multi Purpose

The NDDA Board encourages citizen participation. Public Comment period allows 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	Warrants presented at:
3495	2/1/2019	Beyond the Mountain Design	\$ 0.60	\$ 0.60	70-75-5770	Printing/Copying	250.00	249.40	3/20/2019
3636	2/13/2019	Beyond the Mountain Design	\$ 295.00	\$ 295.00	70-75-6000	2018/2019 P2PED Grant Expenses	11,475.00	2,114.33	3/20/2019
2B3750E-0001	2/11/2019	Hub Ned LLC	\$ 826.11	\$ 826.11	70-75-6000	2018/2019 P2PED Grant Expenses	11,475.00	1,288.22	3/20/2019
2019-7	2/21/2019	Eileen Purdy	\$ 216.00	\$ 216.00	70-75-6000	2018/2019 P2PED Grant Expenses	11,475.00	1,072.22	3/20/2019
2019-8	2/28/2019	Town of Nederland	\$ 576.73	\$ 576.73	70-75-5129	DDA Secretary & Personnel	17,250.00	15,926.25	3/20/2019
			\$ 259.11	\$ 259.11	70-75-6000	2018/2019 P2PED Grant Expenses	11,475.00	813.11	3/20/2019
2019-9	2/28/2019	Paul C Beneditti	\$ 1,260.00	\$ 1,260.00	70-75-5100	Legal/Election	10,600.00	9,010.00	3/20/2019
1183	3/3/2019	High Peaks Media	\$ 150.00	\$ 150.00	70-75-5110	IT Services	250.00	100.00	3/20/2019

Town Of Nederland
NEDERLAND DOWNTOWN DEVELOPMENT AUTHORITY
NEDERLAND COMMUNITY CENTER 750 Hwy 72 Nederland, CO 80466
Multi-Purpose Room
February 13, 2019 @ 6:00 pm
DRAFT MEETING MINUTES

A. CALL TO ORDER

Chair Susan Schneider called the meeting to order at 6:05 pm

B. ROLL CALL

Board present: Susan Schneider, Mark Stringfellow, Brent Tregaskis, Amanda Kneer, Rea Orthner, Claudia Schauffler, and Dallas Masters

Quorum: 7 of 8 Board members in attendance

Staff Present: Josiah Masingale (Executive Director)

Guests Present: Karen Gerrity, Town of Nederland Administrator and Chris Pelletier, Town of Nederland Public Works Director, Rick Derr, Nederland Fire District Fire Marshall

C. PUBLIC COMMENT

Paul Mooney of Nederland. Mr. Mooney is new to town and interested in becoming more involved.

1. Agenda Item Fire District IGA moved to first agenda item to respect Fire Chief Derr's time.

The DDA has been approached by the Nederland Fire District with a request for an intergovernmental agreement (IGA) for support from the DDA mill levy revenue. The DDA Board of Directors expressed interest in exploring the issue further and requested the Fire Marshall Rick Derr do some additional research on TIF funding and how fire departments from other districts have worked with their DDA's and intergovernmental agreements and bring this information back to the DDA Board. Fire Marshall Derr forwarded information on the subject to Town of Nederland Staff and DDA Board Members Susan Schneider and Mark Stringfellow. DDA Staff worked with the DDA Attorney to determine the legality of the issue. Noting certain considerations and reservations (such as the potential for an administration fee to cover Town and DDA Staff costs to administer such as IGA, and that the DDA should conduct normal budgetary and BOT processes around any agreement), the attorney affirmed that IGA's in this respect are legal.

The Board reiterated its desire to support the Fire District in light of the development changes in the district that have occurred since 2007. There was a discussion around a possible administrative fee of 4-5% of an allocation for DDA and Town Staff to manage any such IGA and accounting processes. There was a discussion around how often payments would be made to the district, and around having the IGA be annual. While the DDA Board did not recommend having any spending requirements, the Board did ask that data be tracked to provide impact which can be reported back to the DDA annually.

The DDA Board directed Staff to have the DRAFT IGA presented by Fire Marshall Derr reviewed by the DDA Attorney and presented as an action item at the March 2019 board meeting.

D. CONSENT AGENDA

1. Approval of Warrants – Amanda Kneer/Treasurer

Hard-Copy of Warrants was presented at the meeting and will be added to the Board Meeting Packet.

2. Approval of the January 9, 2019 Meeting Minutes – Josiah Masingale/Executive Director

Motion to approve the Consent Calendar Items; 2nd. Motion was unanimously approved.

E. INFORMATIONAL ITEMS

1. Treasurers Report – Amanda Kneer/Treasurer

There was not a Treasurers report.

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

The NedFest board has chosen to cancel the event for this year citing a variety of reasons including the lack of a sponsor, the condition of the venue and burnout. Town Staff and the Board of Trustee reached out to the organizers and offered to collaborate with them to find a way to move forward with the event. The NedFest Board said their decision was final.

The Board of Trustees (BOT) appointed an advisory committee comprised of town staff, trustees and planning commissioners to further research modifications to the Nederland Municipal Code and then present their findings to the BOT in February. The advisory committee met on December 19, 2018 and the suggestion was made to create a google doc of the code which would be easier to edit and share. This document is accessible to the public and feedback can be sent to staff. The link is below. The advisory committee met again on January 14 at 5:30pm and again on January 29 at 5:30pm. They will present their recommendations to the BOT on February 19, 2019.

https://docs.google.com/document/d/146pqW7xuVv_y_AkAvpna9MGYYWCxds7uzkgZlitajTk/edit?usp=sharing

Chris Pelletier and Karen Gerrity continue to attend DRCOG meetings regarding Sub-regional Transportation Improvement Project (TIP) funding. Staff identified Jefferson Street leading into the Visitor Center parking lot as a project that meets some of the criteria for the funding. Staff submitted a one page abstract to the TIP technical committee on December 31, 2018 after getting input from CDOT. The Abstract was well-received and staff is now working on a final grant application requesting over \$2 million for the project. Applications are due February 27, 2019.

Town Administrator Gerrity attended the Boulder Wildfire Summit on January 30, 2019. The summit brought together organizations responsible for wildfire mitigation and response to answer the question “are we prepared for a wildland season as a community” and if so “how can we sustain and improve”? While in many ways, the County is well-prepared, there are areas that need improvement including communication prior to, during and after a wildfire, lack of funding and other resources and more efficient collaboration between organizations. The attendees discussed several opportunities to address these needs and plan to reconvene later this year to flesh out

The Board of Trustees decided to withdraw the Town's Great Outdoor Colorado grant application due to community input and concerns regarding the project. They hope to be able to resubmit the application this fall.

There will be a open house to meet and greet with the new Town Attorney on Tuesday February 19th from 6-7pm.

3. Transportation Improvement Program - Chris Pelletier/Public Works

Town Staff became aware of a grant opportunity in August of 2018 that targeted Federal funds for transportation projects. These grant funds are managed by DRCOG (Denver Regional Council of Governments) through a program called TIP (Transportation Improvement Program). Projects eligible for these funds must include multimodal improvements, transit connected projects, and roadway reconstruction projects tied to alternative transportation with the ultimate goal to reduce single occupancy vehicles. This is very complicated funding with multiple steps and deadlines with the first deadline being February 27th. Nederland is quite possibly the smallest entity vying for these funds in a highly competitive process with multiple large municipalities from around the state. This particular funding is only available every 4 years and there are millions of dollars available. Staff has put together a possible project that has a very good chance of qualifying for these funds. Staff's proposed abstract is attached to this AIM for the Board's review. Having a partner in this process will improve the Town's eligibility. Town will formally identify the DDA as a partner in this project. The proposed project includes:

- Replacing the sidewalk in front of Town Hall and extending it to RTD Park-n-Ride with an ADA compliant sidewalk.
- Extending the existing sidewalk from Katmandu Plaza to First Street
- Reconstructing North Jefferson Street
- Reconstructing the VC Parking Lot
- Reconstructing West First and improving parking.
- Adding electric charging stations

This project seeks to connect the RTD Parking Lot to the Visitors Center as well as improving drainage and pedestrian mobility in the Jefferson Street corridor. An application is due February 27th and Town is seeking a commitment from the DDA to provide a part of the required matching funds in 2021 if the grant and project is funded. DDA Board noted that according to the budget and project plans presented, any DDA funds would be leveraged well in the project.

Town Staff is requesting \$69,000 in 2021 Budget Year Funds to provide local match to the project.

Motion to fund \$69,000 in 2021 budget year towards the project contingent on a funded application; 2nd. Motion was unanimously approved.

4. Chair Report – Susan Schneider/Chair

There was not a Chair report.

5. Executive Director Report – Josiah Masingale/Executive Director

- Staffing Report: Staff time planning for 2019 calendar year. Peak 2 Peak Economic Development 2018 will continue to have operating and project-specific staff costs through early 2019.
- Peak 2 Peak Economic Development 2018/2019 Update: Hosted latest workshop “Creating Digital Content Strategy” on January 17th, and working on some other potential workshops for 2019, including possibly repeating some workshops from 2018. Boulder County spend-down plan for 2018 accepted and preliminary reporting for 2018 submitted to Boulder County (with Final Report due in May 2019). The 2019 application/grant is pending spend-down of 2018 funds.
- Beautification: An agreement of services is being drafted for execution with Coloring Colorado. Planning has commenced through contractor.
- Food Truck Committee: Committee is reviewing ordinances, regulations and studies around the topic, and will be meeting in-person to begin to put together recommendations to bring back to the DDA Board.

F. ACTION ITEMS

1. Parking, Pedestrian, and Traffic Study and Plan Quotes and Rates Sheets

Through the 2018 DDA Prioritization Meeting (August 2018) the DDA Board of Directors prioritized an RFP to select a firm to conduct a study and provide a plan regarding parking, pedestrian mobility, and traffic flow in Nederland and specific to the Downtown District and DDA 2017 Master Plan priorities. A DRAFT RFP was presented to the NDDA Board at the September 2018 meeting and with several revisions incorporated and approved at the October 2018 meeting the final RFP was released in mid-October 2018 with a submission deadline of November 30, 2018. Two firms (Walker Consultants, and Traffic Engineers, Inc) submitted proposals. At the December 2018 DDA Board Meeting, it was determined that presentations by the two firms would be scheduled for January 2, 2019. Both firms presented on their proposals and answered questions from DDA Board and Staff.

After the presentations, the DDA Board had a discussion regarding both firm’s proposals, presentations, and data currently available. The consensus was that both firms presented solid proposals and they both have the necessary experience and professional capacity. It was noted that the 2007/2010 parking assessment might need to be updated and re-analyzed. The board expressed concerns regarding the overall price of both proposals, and the possible public perception that yet another study and plan are being developed without concrete projects being completed. The Board discussed the possibility of creating a hybrid project that addresses certain issues in the short-term and continuing onto other needed projects in the future. The Board then discussed the need for some concrete implementable steps to accomplish 2-3 major projects. The consensus was that an update to the 2007/2010 parking assessment, a paid parking plan, and wayfinding should be the immediate priorities. The Board directed Josiah Masingale to follow-up with both firms with a thank you, a reiteration of our tight budget and the need for implementable projects to be planned through this project, request that they provide a rate sheet for services (parking counts, traffic counts, sidewalk inventory, etc) and that they provide the DDA with quotes for wayfinding, an update to the 2007/2010 parking assessment, and a paid parking plan. The board also noted that the DDA/Town could possibly take on some data collection tasks if that would help keep costs down. Both respective firms, Walker Consultants, and Traffic Engineers, Inc provided quotes and rate sheets for DDA consideration.

Mark Stringfellow discussed some meetings he had with parking technology companies. There were comments that parking as is might be adequate as is, but the non-turnover of vehicles in the Town Visitor Center Parking Lot and on 1st Street is an issue. It was mentioned that any paid parking plan should be accompanied by development of free parking in other areas and a wayfare strategy to direct people

between the parking and downtown areas. It was noted that paid parking will be controversial, and that additional survey on public support might be useful. There was discussion on if the Town even needs another parking assessment, but it was also noted that the 2009/2010 parking study needs to be further studied.

The board discussed moving the discussion to the March meeting and holding a special work session to study the current parking assessments prior to making a decision. The board determined to hold a work session prior to the next Board Meeting.

Motion to table this item until the next meeting; 2nd. Motion was unanimously approved.

G. DISCUSSION ITEMS

1. DDA Mill Levy Extension

The DDA Mill Levy is set to expire on December 31, 2019. Extending the Mill Levy for another seven years requires voter approval. The DDA has retained an attorney to assist with the election process. The attorney is putting together a plan for the election to be presented at a future DDA Board Meeting. Staff will provide an overview of the steps necessary for a ballot measure to be included in the November 2019 elections at future board meetings.

2. Caribou Village Signage

At the December 2018 DDA Board of Directors Meeting, Board Member Claudia Schaufler provided a two slide presentation of pictures of possible Caribou Village signage and received Board input on possible designs and materials, and received consensus to move forward gathering options and quotes. Claudia is still working on quotes and will provide further information at a future board meeting.

3. Pavilion at Barker Meadows Park

Update on Barker Meadows Park project being led by PROSAB, and a DDA Board discussion regarding a possible pavilion connected to the park. There is a preliminary design being worked on, with next steps being a review of plans with PROSAB. There was a discussion around the need for the DDA to discuss this with festivals. There was a discussion regarding this idea versus a "performance space".

The board accepted a public comment from Chris Perrer, whom passed out a preliminary design for a solar stage that was originally envisioned in 2013. He stated the budget was \$100,000-\$125,000 at the time.

There was a discussion around the need to work closely with PROSAB on a possible performance stage. It was determined that Board Members Mandy Kneer and Mark Stringfellow would work with PROSAB on the project.

H. OTHER BUSINESS

Brent Tregaskis informed the board he could not attend the March 13th Board Meeting and asked if the meeting could be moved to Wednesday March 20th. The Board agreed to move the next meeting to March 20th, along with the corresponding work session to take place at 5pm that day.

I. ADJOURNMENT

Motion to adjourn; 2nd. Meeting adjourned at 8:24 pm.

NEXT REGULAR MEETING:

March 20, 2019 6:00 pm at the Nederland Community Center Multi Purpose Room

The NDDA Board encourages citizen participation. Public Comment period allows 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
Balance Sheet
As of February 28, 2019

	<u>Feb 28, 19</u>
ASSETS	
Current Assets	
Checking/Savings	
70-1002 · DDA Cash Accounts	75,015.36
80-1002 · DDA Cash Accounts (TIF)	342,868.77
Total Checking/Savings	<u>417,884.13</u>
Accounts Receivable	
70-1100 · Taxes Receivable	3,597.75
80-1100 · Taxes Receivable (TIF)	40,248.27
Total Accounts Receivable	<u>43,846.02</u>
Total Current Assets	<u>461,730.15</u>
TOTAL ASSETS	<u>461,730.15</u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
70-2000 · Accounts Payable	3,225.59
Total Accounts Payable	<u>3,225.59</u>
Other Current Liabilities	
Payable to Town	1,466.51
Total Other Current Liabilities	<u>1,466.51</u>
Total Current Liabilities	<u>4,692.10</u>
Total Liabilities	4,692.10
Equity	457,038.05
TOTAL LIABILITIES & EQUITY	<u>461,730.15</u>

Nederland Downtown Development Authority

	Jan 2019	Feb 2019	YTD Actual	2018 Budget	Actual vs. Budget
DDA TIF (80):					
Revenues					
80-75-4005 TIF Taxes	60,384.29	40,861.20	101,245.49	250,000.00	(148,754.51)
80-75-4998 Fund Reserve - Transfer In	0.00	0.00	0.00	0.00	0.00
	<u>60,384.29</u>	<u>40,861.20</u>	<u>101,245.49</u>	<u>250,000.00</u>	<u>(148,754.51)</u>
Expenditures					
80-75-5735 Boulder County Tax Collection	905.74	612.93	1,518.67	3,800.00	(2,281.33)
80-75-7100 Loan Principal	0.00	0.00	0.00	64,500.00	(64,500.00)
80-75-7200 Loan Interest	0.00	0.00	0.00	3,225.00	(3,225.00)
	<u>905.74</u>	<u>612.93</u>	<u>1,518.67</u>	<u>71,525.00</u>	<u>(70,006.33)</u>
Net Income	<u><u>59,478.55</u></u>	<u><u>40,248.27</u></u>	<u><u>99,726.82</u></u>	<u><u>178,475.00</u></u>	<u><u>(78,748.18)</u></u>

Nederland Downtown Development Authority

	Jan 2019	Feb 2019	YTD Actual	2018 Budget	Actual vs. Budget
DDA (70):					
Revenues					
70-75-4000 Property Taxes	5,079.86	3,437.47	8,517.33	29,000.00	(20,482.67)
70-75-4002 Specific Ownership Taxes	173.37	211.84	385.21	1,600.00	(1,214.79)
70-75-4900 Interest	458.65	415.07	873.72	2,000.00	(1,126.28)
70-75-4915 Donations	0.00	0.00	0.00	0.00	0.00
70-75-4916 In-Kind Donations	0.00	0.00	0.00	0.00	0.00
70-75-XXXX Loan Proceeds	0.00	0.00	0.00	64,500.00	(64,500.00)
70-75-8402 P2PED	0.00	0.00	0.00	0.00	0.00
	<u>5,711.88</u>	<u>4,064.38</u>	<u>9,776.26</u>	<u>97,100.00</u>	<u>(87,323.74)</u>
Expenditures					
Downtown Area/Beautification	0.00	0.00	0.00	0.00	0.00
Office Rent	0.00	0.00	0.00	600.00	(600.00)
70-75-5100 Legal	330.00	1,260.00	1,590.00	0.00	1,590.00
70-75-5110 IT	0.00	0.00	0.00	250.00	(250.00)
70-75-5115 Website	0.00	0.00	0.00	400.00	(400.00)
70-75-5125 Accounting	0.00	0.00	0.00	600.00	(600.00)
70-75-5129 Personnel	747.02	576.73	1,323.75	17,250.00	(15,926.25)
70-75-5175 Elections	0.00	0.00	0.00	10,600.00	(10,600.00)
70-75-5410 Office Supplies	0.00	0.00	0.00	200.00	(200.00)
70-75-5710 Postage/Shipping	0.00	0.00	0.00	100.00	(100.00)
70-75-5735 Boulder County Tax Collection	76.20	51.56	127.76	500.00	(372.24)
70-75-5740 Bank Fees	0.00	0.00	0.00	50.00	(50.00)
70-75-5750 Advertising	0.00	0.00	0.00	500.00	(500.00)
70-75-5770 Printing/Copying	0.00	0.60	0.60	250.00	(249.40)
70-75-5810 Conference/Training	0.00	0.00	0.00	1,000.00	(1,000.00)
70-75-5830 Meals	0.00	0.00	0.00	0.00	0.00
70-75-5850 Annual Membership/Dues	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
70-75-6000 P2PED grant expenses	1,247.35	1,596.22	2,843.57	0.00	2,843.57
70-75-6500 Infrastructure	0.00	0.00	0.00	64,500.00	(64,500.00)
	<u>2,400.57</u>	<u>3,485.11</u>	<u>5,885.68</u>	<u>97,100.00</u>	<u>(91,214.32)</u>
Net Income	<u>3,311.31</u>	<u>579.27</u>	<u>3,890.58</u>	<u>0.00</u>	<u>3,890.58</u>



AGENDA INFORMATION MEMORANDUM DOWNTOWN DEVELOPMENT AUTHORITY

Meeting Date: March 20, 2019

Prepared By: Karen Gerrity, Town Administrator

Dept: Admin

Consent Information Action Discussion

STAFF REPORT FROM TOWN ADMINISTRATOR

STAFF ACCOLADES

Today we recognize and thank Jen Landon and Chris Fields for their hard work and dedication to the Nederland community during the recent residential service line freezes in the Big Springs neighborhood. For the past two weeks we have been getting call after call about frozen water lines. Jen and Chris worked long hours helping residents to thaw their lines. They communicated with residents, stayed late, and worked extra shifts. Residents having these difficulties recognized that they were going above and beyond.

One resident had this to say: *My house was one whose water froze last week. I just wanted you to know how much I appreciated the terrific effort by Nicole and her crew. They worked incredibly hard over several days to get my water back running, sometimes in awful weather conditions. I am most grateful for their effort.*

We are lucky to have such dedicated employees out in the field representing Town staff.

In addition, we want to recognize all the Town Staff who worked throughout the weekend March 8-10 to support Frozen Dead Guys Day including the police department who led the traffic control effort. A special shout out to the Visitor Center staff Sharon Ferguson and Anne Lloyd-Taylor for going above and beyond, While they were supposed to have FDGD volunteers out in front of the building selling t-shirts and other swag, this never transpired and they had to handle all the traffic and sales on their own. They couldn't even take breaks and were completely exhausted by the experience. Their dedication to the Town is exemplary.

AFFORDABLE HOUSING

Town Administrator Gerrity recently attended an all-day Affordable Housing Summit as part of the Annual Western Places/Western Spaces conference hosted by Rocky Mountain Land Use Institution. One of the topics covered was to how to use Zoning Tools to Promote Affordable Housing. Here is what was shared:

1. Allow a wide variety of housing types –duplexes, triplexes, smaller houses, (look at Flagstaff)
2. Lower minimum lot sizes-2500 square feet for example
3. Remove lot size per dwelling
4. Zone land for multi-family development
5. Allow accessory dwelling units in some neighborhoods
6. Lower parking requirements
7. Increase lot coverage limits
8. Adjust building design standard-setbacks, etc.
9. Review and revise the definition of family and household
10. Remove public hearing requirement-don't let non-experts weigh in on site plans.

Gerrity also attended a Boulder County Regional Housing Partnership meeting with other county City Managers and Town Administrators. The group discussed the potential for a ballot measure in either 2019 or 2020 to increase sales tax and/or property tax to support Affordable Housing programs in the County. The general consensus was to shoot for getting something on the ballot in 2019 and to focus on an increase in property taxes that could potentially result in \$20 million annually (2.5 mill increase). The County is hoping to get every council and board of trustees behind this initiative. They will host a summit in May to present the ballot language to municipal representatives. They are creating an educational and community engagement plan.

DENVER REGIONAL COUNCIL OF GOVERNMENTS

Staff submitted a grant request of \$2 million for Sub-regional Transportation Improvement Project (TIP) funding after receiving approval from the Board of Trustees last month. The project includes improvements to Jefferson Street and along West 1st from the RTD Park N Ride leading into the Visitor Center parking lot. Information about this project was posted to the Town's website, social media sites and in an article in the Mountain-Ear.

STAFF UPDATES

There will be an all staff annual meeting held the afternoon of March 21, 2019. Topics to be covered include risk management and safety, IT updates, handbook policies and ethics. The Town hall will be closed that afternoon and staff will post closure notifications.

BUILDING AND PLANNING

From mid-January until mid-February, a total of 4 building permits were issued to include: 3 miscellaneous permits and 1 residential addition.

BIG SPRINGS EGRESS

Staff submitted an application with Boulder County to gain approval for access.

Accordingly, this Agreement shall be construed without regard to any presumption or other rule of construction against the Party causing the Agreement to be drafted.

20. Days. If the day for any performance or event provided for herein is a Saturday, a Sunday, a day on which national banks are not open for the regular transactions of business, or a legal holiday pursuant to § 24-11-101(1), C.R.S., such day shall be extended until the next day on which such banks and state offices are open for the transaction of business.

21. Authority. The persons executing this Agreement on behalf of the Parties covenant and warrant that each is fully authorized to execute this Agreement on behalf of such Party.

IN WITNESS WHEREOF, the Authority and the District have caused their duly authorized officials to execute this Agreement as of the Effective Date.

NEDERLAND FIRE PROTECTION DISTRICT

By: _____
Title: _____

ATTEST:

NEDERLAND DOWNTOWN DEVELOPMENT AUTHORITY

By: _____
Title: _____

ATTEST:



AGENDA INFORMATION MEMORANDUM DOWNTOWN DEVELOPMENT AUTHORITY

Meeting Date: March 20, 2019

Prepared By: Josiah Masingale, Executive Director

Consent Information Action Discussion

AGENDA ITEM: Executive Director's Report for March 2019

SUMMARY:

- Staffing Report: Josiah Masingale Resignation as DDA Executive Director (see attached letter). Cindy Downing resigned as DDA Secretary. Staff costs well under budget through March.
- Peak 2 Peak Economic Development 2018/2019 Update: Hosted latest workshop "Crafting Conscious Contracts" on March 17th, and several other potential workshops are ready to be scheduled and coordinated. The 2019 application/grant has been awarded and contracting will be done through the Chair.
- Board Roster: Attached is an updated DDA Board Roster.

RECOMMENDATIONS: N/A

FINANCIAL CONSIDERATIONS: N/A

ATTACHMENTS:

- Josiah Masingale DDA Resignation Letter
- DDA Board Roster



Nederland Downtown Development Authority
Board of Directors
P.O. Box 396 Nederland, CO 80466

March 19, 2019

RE: Josiah Masingale Resignation as Executive Director

Dear NDDA Chair Brent Tregaskis and Board of Directors,

As many of you know, my wife and I are expanding our family soon, and after deep and long reflection I have decided I need to concentrate as much as possible on my role as a father. In that light, I have determined that March 20, 2019 will be my last meeting as Executive Director of the Nederland Downtown Development Authority. What was originally a six-month temporary position turned into a year of working with the DDA that has brought great satisfaction, experiences, and relationships for me.

While I am obviously extremely excited, it is difficult leaving the DDA and its impactful work in the community that I call home. I am very proud of what we have accomplished this past year, and I am confident that the DDA and Board is in a strong position to face the challenges and opportunities of 2019 and beyond. Moving forward I am committed to supporting a smooth transition and will be working with Board Chair Brent Tregaskis to ensure such.

Although I am leaving this position with the DDA, my family and I will continue to be a part of the Town and community, and I look forward to seeing the DDA fulfill its mission first-hand. With that in mind, *thank you all* again for your time and efforts on behalf of the DDA and community!

Thank you again for the opportunity.

Josiah Masingale

Nederland Downtown Development Authority Board of Directors Roster

Board Chair:

Brent Tregaskis (Property Owner Designee)
Eldora Mountain Resort, General Manager
Term Expires June 30, 2021
brent@eldora.com

Vice Chair:

Treasurer:

Mandy Kneer (Business Owner)
A.S.K. Accounting, Owner
Term Expires June 30, 2022
mandyskneer@gmail.com

Steve Karowe (Property Owner)
LDK Ventures, LLC, Manager
Term Expires June 30, 2022
steve@overseasconnection.com

Dallas Masters (Board of Trustees Liaison)
Town of Nederland Trustee
Term Expires – N/A
dallasm@nederlandco.org

Rea Orthner (Property Owner)
Peak Ecological Services, LLC, Owner
Term Expires June 30, 2022
rea@peakecological.com

Claudia Schaufler (Business Owner)
The Shop, Owner
Term Expires June 30, 2021
theshopned@gmail.com

Mark Stringfellow (Property Owner)
Term Expires June 30, 2020
Mark.e1modern@gmail.com

NDDA Executive Director:

NDDA Secretary:

As of March 2019



AGENDA INFORMATION MEMORANDUM DOWNTOWN DEVELOPMENT AUTHORITY

Meeting Date: March 20, 2019

Prepared By: Brent Tregaskis/Board Chair

Consent Information Action Discussion

AGENDA ITEM: DDA Interim Vice-Chair Election

SUMMARY:

With Susan Schneider's resignation as Board Chair and from the DDA Board of Directors, Brent Tregaskis as the former Vice-Chair assumed the role of Board Chair per the DDA Board Bylaws. Section 3.200 "Vice-Chair" of the DDA Bylaws states "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."

This Interim Vice-Chair would serve through the end of the current term ending at the July DDA Board Meeting as would assume all Vice-Chair duties and responsibilities.

RECOMMENDATIONS:

Board discussion and vote on Interim Vice-Chair.

FINANCIAL CONSIDERATIONS: N/A

ATTACHMENTS: N/A



AGENDA INFORMATION MEMORANDUM DOWNTOWN DEVELOPMENT AUTHORITY

Meeting Date: March 20, 2019

Prepared By: Josiah Masingale, Executive Director

Consent Information Action Discussion

AGENDA ITEM: Fire District Intergovernmental Agreement

SUMMARY:

The DDA has been approached by the Nederland Fire District with a request for an intergovernmental agreement (IGA) for support from the DDA mill levy revenue. The DDA Board of Directors expressed interest in exploring the issue further and requested the Fire Marshall Rick Derr do some additional research on TIF funding and how fire departments from other districts have worked with their DDA's and intergovernmental agreements and bring this information back to the DDA Board.

Fire Marshall Derr forwarded information on the subject to Town of Nederland Staff and DDA Board Members Susan Schneider and Mark Stringfellow. DDA Staff worked with the DDA Attorney to determine the legality of the issue. Noting certain considerations and reservations (such as the potential for an administration fee to cover Town and DDA Staff costs to administer such as IGA, and that the DDA should conduct normal budgetary and BOT processes around any agreement), the attorney affirmed that IGA's in this respect are legal.

Attached is the DRAFT Fire District IGA prepared by the DDA Attorney. The Attorney also provided the following notes for the Board's consideration:

- The DDA law states that the TIF revenue is to be spent to carry out the Development Project specified in the Plan of Development. The Plan of Development approved by and attached to Town Resolution 2005-17 is pretty skimpy and the list of projects do not seem to me to cause any increase in fire district services. Also, there is no specific provision authorizing sharing of revenue with the District, but there is general authorization in the DDA law so that if the Board wants to do it – they can legally. That is why I changed the recitals, and specifically in E because the fire district is saying the project is causing an increase in services.
- I made the agreement and payments to the fire district apply only to future TIF revenue actually collected. The annual appropriation language is in Section 3 and details of payment are in Section 4.

- The pledge language in Section 6 is there to protect the rest of the TIF revenue so that the DDA can spend it for DDA purposes without any other claims on the funds.

RECOMMENDATIONS:

Board discussion and provide other guidance to staff on next steps.

FINANCIAL CONSIDERATIONS:

Currently not determined, but under \$50,000.00 in TIF funds.

ATTACHMENTS:

- DRAFT Fire District Intergovernmental Agreement

**INTERGOVERNMENTAL AGREEMENT FOR TAX INCREMENT REVENUE SHARING
BY AND BETWEEN
THE NEDERLAND FIRE PROTECTION DISTRICT
AND
THE NEDERLAND DOWNTOWN DEVELOPMENT AUTHORITY**

This Intergovernmental Agreement ("**Agreement**"), is entered into effective as of the ____ day of _____, 2019 (the "**Effective Date**"), by and between the **NEDERLAND FIRE PROTECTION DISTRICT** ("**District**"), a political subdivision of the State of Colorado, and the **NEDERLAND DOWNTOWN DEVELOPMENT AUTHORITY** ("**Authority**"), a body corporate of the State of Colorado, created pursuant to §§ 31-25-801, *et seq.*, C.R.S. (the "Act").

(The Authority and the District may be referred to herein individually as a "Party" and collectively as the "Parties.")

RECITALS

A. Pursuant to the Act, on December 6, 2005, by Resolution No. 2005-17 the Town Council for the Town of Nederland ("Town") approved a Plan of Development to be carried out by the Town and the Authority.

B. The District is a Title 32 special district of the State of Colorado. The District's boundaries overlap with the Authority's jurisdictional boundaries such that the District has the authority to impose a mill levy within the Authority's jurisdictional boundaries.

C. Pursuant to the Act and the Plan, the Authority is authorized to use tax increment financing ("TIF") in the Plan of Development Area described in the Plan of Development for the purposes authorized in the Act.

D. The Act provides that taxes levied after the effective date of the approval of the Plan of Development upon taxable real property in the Plan of Development Area, shall be divided each year for a period not to exceed thirty (30) years from the effective date of the adoption of such a provision dividing such taxes within the Plan of Development Area, and that the portion of said property tax revenues in excess of that portion of the taxes paid to the District and other taxing bodies in accordance with § 31-25-807(3)(a)(I) of the Act (as adjusted pursuant to § 31-25-807(3)(e) of the Act), shall be allocated to and paid into a Special Fund of the Town for payment of indebtedness for financing or refinancing the Development Project described in the Plan of Development (the "TIF Revenue"), as more particularly described in the Act.

E. The sole purpose of this Agreement is to reimburse the District for the cost of future services caused by the Development Project described in the Plan that the District is unable to pay for from that portion of the taxes paid to the District in accordance with § 31-25-807(3)(a)(I) of the Act as adjusted pursuant to § 31-25-807(3)(e) of the Act based on evidence provided to the Authority.

NOW THEREFORE, in consideration of the foregoing recitals and the covenants of each of the Parties hereto, it is agreed by and between the Parties as follows.

1. Incorporation of Recitals. The foregoing recitals are incorporated into and made a part of this Agreement.
2. Definitions. The terms "Plan Development Area," "Plan of Development," "Special Fund", and "Development Project" shall be defined as set forth in C.R.S. § 31-25-802 of the Act.
3. Term; Annual Appropriation. The term ("Term") of this Agreement shall commence as of the Effective Date of this Agreement and shall terminate on December 31, 2019, unless the Authority agrees to extend the Term annually by approving renewal of the Agreement and the payments to be made to the District hereunder as follows: The obligations of the Authority under this Agreement shall not constitute the creation of indebtedness or authorize borrowing of money by the Authority or the Town within the meaning of any constitutional or statutory limitation or provision. The obligations of the Authority under this Agreement shall be from year to year only (but in no event beyond the 30-year period described in Recital D) and shall not constitute a mandatory payment obligation of the Authority or the Town in any fiscal year beyond the present fiscal year. This Agreement shall not directly or indirectly obligate the Authority or the Town to make any payments beyond those appropriated for any fiscal year in which this Agreement shall be in effect. The Executive Director (or any other officer or employee at the time charged with the responsibility of formulating budget proposals) is hereby directed to include in the budget proposals submitted to the Board of Directors of the Authority each year during the Term of this Agreement, amounts sufficient to meet its obligations hereunder, it being the intent, however, that the decision as to whether to extend the Term and appropriate such amounts shall be at the discretion of the Board of Directors.
4. Payment of District TIF Revenue. The Authority agrees to calculate and pay to the District from the TIF Revenue to be deposited in the Special Fund, the District TIF Revenue, which is fifty percent (50%) of the revenue the Authority receives from the Boulder County Treasurer each year from the property tax levy of the District against the TIF portion of the assessment roll described in § 31-25-807(3)(a)(II) of the Act while this Agreement is in effect. The District TIF Revenue shall be calculated and placed in a separate account created by the Town in cooperation with the Authority for such purpose. Payments made under this Agreement shall be made quarterly on each June 15, September 15 and December 15 during calendar year 2019, and, for each year thereafter that the Board of Directors may elect to extend the Term in accordance with Section 3 of this Agreement, such payments shall be made on each March 15, June 15, September 15, and December 15 that this Agreement is in effect. All payment dates are subject to adjustment in accordance with Section 20 of this Agreement.
5. Limitation of Agreement. This Agreement applies only to the District TIF Revenue, as calculated, produced, collected and paid to the Authority from the Plan of Development Area by the Boulder County Treasurer in accordance with § 31-25-807(3)(a)(II) of the Act and the rules

and regulations of the Property Tax Administrator of the State of Colorado, and does not include any other revenues of the Town or the Authority.

6. Pledge of all Remaining TIF Revenue. The District recognizes and agrees that in reliance on this Agreement and in accordance with the provisions of §§ 31-25-809, 810 and 811 of the Act, the Authority intends use all TIF Revenue except any paid to the District in accordance with Section 4 of this Agreement to pay the Authority's bonds and other financial obligations in connection with the Development Project. The District further recognizes that the Authority has elected to apply the provisions of § 11-57-208, C.R.S., to such pledge. Such TIF Revenue, when and as received by the Authority is and shall be subject to the lien of such pledge without any physical delivery, filing, or further act and are and shall be an obligation of the Authority pursuant to § 31-25-107(9) of the Act and not subject to claim by the District. The creation, perfection, enforcement and priority of the pledge of such TIF Revenue as provided herein shall be governed by § 11-57-208, C.R.S. The lien of such pledge on such TIF Revenue shall have priority over any of all other obligations and liabilities of the Parties with respect to such TIF Revenue.

7. Termination and Subsequent Legislation or Litigation. In the event of termination of the Plan of Development, including its TIF financing component, the Authority may terminate this Agreement by delivering written notice to the District. The Parties further agree that in the event legislation is adopted or a decision by a court of competent jurisdiction after the effective date of this Agreement that invalidates or materially effects any provisions hereof, the Parties will in good faith negotiate for an amendment to this Agreement that most fully implements the original intent, purpose and provisions of this Agreement, but does not impair any otherwise valid contracts in effect at such time.

8. Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter herein. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the Parties hereto. No modification of this Agreement shall be valid unless agreed to in writing by the Parties.

9. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their successors or assigns.

10. No Waiver of Immunities. Nothing contained herein shall be construed as a waiver, in whole or in part, by any Party hereto of the rights, protections, and privileges afforded under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, or under any other law, nor shall any portion of this Agreement be deemed to have created a duty of care which did not previously exist with respect to any person not a Party to this Agreement.

11. No Third-Party Enforcement. It is expressly understood and agreed that the enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the undersigned Parties, and nothing in this Agreement shall give or allow any claim or right of action whatsoever by any other person not included in

this Agreement. It is the express intention of the undersigned Parties that any entity other than the undersigned Parties receiving services or benefits under this Agreement shall be an incidental beneficiary only.

12. No Assignment. No Party may assign any of its rights or obligations under this Agreement without the express prior written consent of the other Party.

13. Section Captions. The captions of the sections are set forth only for the convenience and reference of the Parties and are not intended in any way to define, limit, or describe the scope or intent of this Agreement.

14. Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

15. Governing Law. This Agreement and the provisions herein shall be governed by and construed in accordance with the laws of the State of Colorado.

16. Delays. Any delays in or failure of performance by any Party of its obligations under this Agreement shall be excused if such delays or failure are a result of acts of God; fires; floods; earthquake; abnormal weather; strikes; labor disputes; accidents; regulation or order of civil or military authorities; shortages of labor or materials; or other causes, similar or dissimilar, including economic downturns, which are beyond the control of such Party.

17. Notices. Any notices required by this Agreement shall be in writing. All notices, demands, requests and other communications required or permitted hereunder shall be in writing, and shall be personally delivered or sent by U.S. mail or email to the Parties at the following addresses and delivery and receipt of such notice shall be deemed complete five (5) business days after deposit in the U.S. Mail:

If to Authority: Nederland Downtown Development Authority
Attn: Executive Director
P.O. Box 396
Nederland, CO 80466

If to the District: Nederland Fire Protection District
Attn: Fire Chief
P.O. Box 166
Nederland, CO 80466

18. No Joint Ventures. The Parties shall not be deemed to be partners or joint ventures, and no Party shall be responsible for any debt or liability of any other Party.

19. No Presumption. The Parties to this Agreement and their attorneys have had a full opportunity to review and participate in the drafting of the final form of this Agreement.

Accordingly, this Agreement shall be construed without regard to any presumption or other rule of construction against the Party causing the Agreement to be drafted.

20. Days. If the day for any performance or event provided for herein is a Saturday, a Sunday, a day on which national banks are not open for the regular transactions of business, or a legal holiday pursuant to § 24-11-101(1), C.R.S., such day shall be extended until the next day on which such banks and state offices are open for the transaction of business.

21. Authority. The persons executing this Agreement on behalf of the Parties covenant and warrant that each is fully authorized to execute this Agreement on behalf of such Party.

IN WITNESS WHEREOF, the Authority and the District have caused their duly authorized officials to execute this Agreement as of the Effective Date.

NEDERLAND FIRE PROTECTION DISTRICT

By: _____
Title: _____

ATTEST:

NEDERLAND DOWNTOWN DEVELOPMENT AUTHORITY

By: _____
Title: _____

ATTEST:



AGENDA INFORMATION MEMORANDUM DOWNTOWN DEVELOPMENT AUTHORITY

Meeting Date: March 20, 2019

Prepared By: Josiah Masingale, Executive Director

Consent Information Action Discussion

AGENDA ITEM: 2019 Beautification Agreement Execution

SUMMARY:

In 2018 the DDA approved a budget of \$10,000.00 in TIF Funds in 2019 for Beautification Services. This budget was subsequently approved by the Town of Nederland Board of Trustees for the 2019 Budget.

In December 2018 it was determined by the DDA Board of Directors that Coloring Colorado, Inc. would be the contractor for the 2019 Beautification Services as outlined in the 2019 Beautification RFP provided to the Board at that meeting.

A boiler-plate template agreement received from Town was used to create the attached 2019 Beautification Agreement with Coloring Colorado, Inc. The agreement has been reviewed and signed by the contractor and is awaiting DDA execution.

RECOMMENDATIONS:

Board Approval of execution of 2019 Beautification Agreement, or provide other guidance.

FINANCIAL CONSIDERATIONS:

The DDA has \$10,000.00 in it's 2019 TIF budget for this agreement and activities.

ATTACHMENTS:

- 1) 2019 Beautification Agreement Signed by Coloring Colorado, Inc.

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this 20th day of March, 2019, by and between the Nederland Downtown Development Authority, a special district in the Colorado municipality of Nederland (the "DDA") and Coloring Colorado, an independent contractor ("Contractor").

WHEREAS, the DDA requires professional services; and

WHEREAS, Contractor has held itself out to the DDA as having the requisite expertise and experience to perform the required services.

NOW, THEREFORE, for the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

I. SCOPE OF SERVICES

A. Contractor shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from **Exhibit A**, attached hereto and incorporated herein by this reference.

B. A change in the Scope of Services shall constitute any material change or amendment of services or work which is different from or additional to the Scope of Services. No such change, including any additional compensation, shall be effective or paid unless authorized by written amendment executed by the DDA. If Contractor proceeds without such written authorization, then Contractor shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the DDA is authorized to modify any term of this Agreement, either directly or implied by a course of action.

C. This agreement shall be effective for January 1, 2019 – December 31, 2019, or earlier if project is terminated or completed.

II. COMPENSATION

A. In consideration for the completion of the Scope of Services by Contractor, the DDA shall pay Contractor for services outlined in **Exhibit A, with total contract compensation not to exceed \$10,000.00.**

B. At intervals determined appropriate by Contractor, Contractor shall invoice the DDA for services rendered. Upon receipt of such invoices, the Town shall make payment in full within sixty (60) days.

C. Notwithstanding the maximum amount specified in subsection A hereof, Contractor shall only be paid for work performed. If Contractor completes the Scope of

Services for a lesser amount than the maximum amount, Contractor shall be paid the lesser amount, not the maximum amount.

III. COMMENCEMENT AND COMPLETION OF WORK

Work that needs to be scheduled with the Nederland Public Works Department with require 5 business day notice. Except as may be changed in writing by the DDA, the Scope of Services shall be complete and Contractor shall furnish the DDA the specified deliverables as provided in **Exhibit A**.

IV. PROFESSIONAL RESPONSIBILITY

A. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law.

B. The work performed by Contractor shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms or individuals in the same or similar type of work in the applicable community. The work and services to be performed by Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.

C. Contractor shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all services furnished by Contractor under this Agreement. Contractor shall, without additional compensation, correct or resolve any errors or deficiencies in its services, which fall below the standard of professional practice, and reimburse the DDA for costs caused by errors and omissions that fall below the standard of professional practice.

D. Neither the DDA's review, approval or acceptance of, nor payment for, any of the services shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

V. WARRANTIES

A. Contractor represents and warrants to the DDA that all materials used in the Project, and made a part of the Project, or placed permanently in the Project, shall be new unless otherwise specified in the Contract Documents. All equipment, supplies, and materials used shall be of good quality, free of defects and in conformity with the Contract Documents. All equipment, supplies, and materials not in conformity with the Contract Documents shall be considered defective.

VI. INSURANCE

A. Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other

obligations assumed by Contractor pursuant to this Agreement. Such insurance shall be in addition to any other insurance requirements imposed by law.

B. Any insurance carried by the DDA, its officers, its employees, or its Contractors shall be excess and not contributory insurance to that provided by Contractor. Contractor shall be solely responsible for any deductible losses under any policy.

C. Contractor shall provide to the DDA a certificate of insurance, completed by Contractor's insurance agent, as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect. The certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be cancelled, terminated or materially changed until at least thirty (30) days prior written notice has been given to the DDA. The DDA reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

D. Failure on the part of Contractor to procure or maintain the insurance required herein shall constitute a material breach of this Agreement upon which the DDA may immediately terminate this Agreement, or at its discretion, the DDA may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the DDA shall be repaid by Contractor to the DDA upon demand, or the DDA may offset the cost of the premiums against any monies due to Contractor from the DDA.

VII. INDEMNIFICATION

Contractor agrees to indemnify and hold harmless the DDA and its officers, insurers, volunteers, representative, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney's fees, on account of injury, loss, or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement or the Scope of Services if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor, or which arise out of any workmen's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor. Insurance coverage requirements specified by this Agreement shall in no way lessen or limit the liability of Contractor under the terms of this indemnification obligation.

VIII. TERMINATION

This Agreement shall terminate: (a) at such time as the work described in the Scope of Services is completed and the requirements of this Agreement are satisfied, (b) on December 31, 2019, or (c) upon the DDA's providing Contractor with seven (7) days advance written notice, whichever occurs first. After termination, the DDA shall

pay Contractor for all work previously authorized and completed prior to the date of termination. If, however, Contractor has substantially or materially breached this Agreement, the DDA shall have any remedy or right of set-off available at law and equity.

IX. CONFLICT OF INTEREST

The Contractor shall disclose any personal or private interest related to property or business within the DDA District. Upon disclosure of any such interest, the DDA shall determine if the interest constitutes a conflict of interest. If the DDA determines that a conflict of interest exists, the DDA may treat such conflict of interest as a default and terminate this Agreement.

X. INDEPENDENT CONTRACTOR

Contractor is an independent contractor. Notwithstanding any other provision of this Agreement, all personnel assigned by Contractor to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Contractor for all purposes. Contractor shall make no representation that it is a DDA employee for any purposes.

XI. ILLEGAL ALIENS

A. Pursuant to C.R.S. § 8-17.5-102(1), Contractor hereby certifies that at the time of executing this Agreement it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and that it will participate in either the E-Verify Program or Department Program in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

B. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement nor shall it enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

C. The Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the E-Verify Program or the Department Program.

D. If the Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, the Contractor shall be required to: (a) notify the subcontractor and the DDA within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and (b) terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to C.R.S. Section 8-17.5-102 (2) (III) (A) the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to

establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

E. The Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment (the "Department") made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. Section 8-17.5-102 (5), C.R.S.

F. Any violation of subsections A through E above shall be deemed to be a material breach of this Agreement and the DDA may immediately terminate this Agreement for cause. If this Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the DDA pursuant to C.R.S. Section 8-17.5-102(3) and the DDA shall notify the office of the Secretary of State of such violation and termination.

XII. MISCELLANEOUS

A. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Boulder County, Colorado.

B. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the DDA shall not constitute a waiver of any of the other terms or obligation of this Agreement.

C. Integration. This Agreement and any attached exhibits constitute the entire Agreement between Contractor and the DDA, superseding all prior oral or written communications.

D. Third Parties. Nothing contained in this Agreement shall create a contractual relationship with or cause of action in favor of a third party against either the DDA or Contractor. The Contractor's services under this Agreement are being performed solely for the DDA's benefit, and no other party or entity shall have any claim against the Contractor because of this Agreement or the performance or nonperformance of services hereunder. The DDA and Contractor agree to require a similar provision in all contracts with contractors, subcontractors, vendors and other entities involved in this Project to carry out the intent of this provision.

E. Notice. Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent via email, addressed as follows:

The DDA: Josiah Masingale, Executive Director
josiah@nederlanddowntown.org

Contractor: Coloring Colorado
Elizabeth Allen
info@coloringcolorado.com

F. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

G. Modification. This Agreement may only be modified upon written agreement of the parties.

H. Assignment. Neither this Agreement nor any of the rights or obligations of the parties hereto, shall be assigned by either party without the written consent of the other.

I. Governmental Immunity. The DDA, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations (presently one hundred fifty thousand dollars (\$150,000) per person and six hundred thousand dollars (\$600,000) per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town of Nederland and its officers or employees.

J. Rights and Remedies. The rights and remedies of the DDA under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the DDA's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first set forth above.

**NEDERLAND DOWNTOWN
DEVELOPMENT
AUTHORITY**

Josiah Masingale, Executive Director

ATTEST:

Susan Schneider, DDA Board President

CONTRACTOR

Signature: _____



Elizabeth Allen, Owner, Coloring Colorado

EXHIBIT A

The 2019 District Beautification services should include:

- Purchase and Delivery of seventy-five (75) 12" Hanging Flower Baskets with assorted annuals for hanging at District businesses.
- Planting and maintenance of twenty-one (21) containers (five large round planters on 119, one small round planter on 119 near Nature's Own rock shop, one large round planter in center of traffic circle, two round planters at the Visitors Center, ten box planters on the Pedestrian Bridge, and two planters in front of Peak to Peak Spirits) with assorted annuals.
- Planting and maintenance of four (4) gardens ('Welcome' bed on 119, the Town Hall beds, the Chipeta Park Entrance bed, and the Jefferson Street corner bed) with assorted perennials and annuals.
- Maintenance of the traffic circle area and watering of shrubs.
- Labor and Skilled Maintenance for implementation and maintenance through 2019, including regular necessary watering of all containers and gardens.
- Planters Watering Kit Maintenance (standard year-to-year maintenance for watering kits) for 50 wicks.



AGENDA INFORMATION MEMORANDUM DOWNTOWN DEVELOPMENT AUTHORITY

Meeting Date: March 20, 2019

Prepared By: Josiah Masingale, Executive Director

Consent Information Action Discussion

AGENDA ITEM: Parking, Pedestrian, and Traffic RFP Quotes and Rate Sheets

SUMMARY:

Through the 2018 DDA Prioritization Meeting (August 2018) the DDA Board of Directors prioritized an RFP to select a firm to conduct a study and provide a plan regarding parking, pedestrian mobility, and traffic flow in Nederland and specific to the Downtown District and DDA 2017 Master Plan priorities. A DRAFT RFP was presented to the NDDA Board at the September 2018 meeting and with several revisions incorporated and approved at the October 2018 meeting the final RFP was released in mid-October 2018 with a submission deadline of November 30, 2018.

Two firms (Walker Consultants, and Traffic Engineers, Inc) submitted proposals. At the December 2018 DDA Board Meeting, it was determined that presentations by the two firms would be scheduled for January 2, 2019. Both firms presented on their proposals and answered questions from DDA Board and Staff.

After the presentations, the DDA Board had a discussion regarding both firm's proposals, presentations, and data currently available. The consensus was that both firms presented solid proposals and they both have the necessary experience and professional capacity. It was noted that the 2007/2010 parking assessment might need to be updated and re-analyzed. The board expressed concerns regarding the overall price of both proposals, and the possible public perception that yet another study and plan are being developed without concrete projects being completed. The Board discussed the possibility of creating a hybrid project that addresses certain issues in the short-term and continuing onto other needed projects in the future.

The Board then discussed the need for some concrete implementable steps to accomplish 2-3 major projects. The consensus was that an update to the 2007/2010 parking assessment, a paid parking plan, and wayfinding should be the immediate priorities. The Board directed Josiah Masingale to follow-up with both firms with a thank you, a reiteration of our tight budget and the need for implementable projects to be planned through this project, request that they provide a rate sheet for services (parking counts, traffic counts, sidewalk inventory, etc) and that they provide the DDA with quotes for wayfinding, an update to the 2007/2010 parking

assessment, and a paid parking plan. The board also noted that the DDA/Town could possibly take on some data collection tasks if that would help keep costs down.

Both respective firms, Walker Consultants, and Traffic Engineers Inc., provided quotes and rate sheets (attached) for the DDA's consideration.

At the February 13, 2019 DDA Board of Directors Meeting this action item was tabled pending an opportunity for the DDA Board to conduct a worksession around the issue.

RECOMMENDATIONS:

Provide Guidance.

FINANCIAL CONSIDERATIONS:

It is anticipated that TIF funds will be used to fund some or all of these activities. The DDA has earmarked \$40,000.00 in its 2019 TIF budget with final budget contingent on chosen activities and Town Board of Trustees approval.

ATTACHMENTS:

- 1) Walker Consultants Quote and Rate Sheet
- 2) Traffic Engineers, Inc Quote and Rate Sheet



5350 S. Roslyn Street, Suite 220
Greenwood Village, CO 80111

303.694.6622
walkerconsultants.com

January 9, 2019

Mr. Josiah Masingale
Nederland Downtown Development Authority
Nederland, Colorado
Via E-mail: josiah@nederlanddowntown.org

*Re: Proposal for Downtown Parking Study Services
Nederland, Colorado*

Dear Josiah:

Thank you for the opportunity to further expand upon our proposal to assist the Nederland Downtown Development Authority (DDA) with its efforts to improve parking and mobility in downtown Nederland, Colorado. The following is a supplement to our RFP response and includes our understanding of your needs based on our conversations to-date, as well as a detailed scope of work, schedule, and fee for each parking study component. We believe that Walker has the experience and track record necessary to support the DDA in its mission to enhance Nederland's downtown and leverage infrastructure as a path towards economic growth and vitality.

PROJECT UNDERSTANDING

The DDA is interested in targeted, strategic parking-related efforts with an end goal of implementing solutions to existing problems within the downtown parking system. Walker has previously submitted to the DDA a detailed proposal for a downtown parking study, which included the qualifications, capabilities, and experience of the firm. Walker has further elaborated on its approach to downtown parking studies and its record of accomplishment during an in-person presentation to the DDA Board on Wednesday, January 2nd.

The DDA has requested that Walker submit a proposal for a series of specific parking studies focused on alleviating certain issues recognized by the DDA and the Nederland community as top priorities. These include:

1. Updates to existing quantitative assessments of the downtown parking system completed in 2007 and 2010
2. A wayfinding/signage plan for the downtown study area
3. A paid parking study and implementation plan for the Visitor Center and 1st Street

Based on our understanding of the project, Walker proposes the following scope of services by task. Note that each of these tasks can be completed independently, and in any order.

TASK A: SUPPLY AND DEMAND UPDATE

Objective: Revisit parking assessments from 2007 and 2010; confirm and update quantitative findings related to parking system supply and demand patterns.

PROPOSED SCOPE OF WORK

1. **Review of Materials:** Obtain 2007 and 2010 parking assessments and review findings.
2. **Meeting and/or Conference Call:** Meet (in person or via phone) with the DDA Board to confirm study area boundaries and relevant parking facilities, highlight problem areas identified by the previous assessments, and confirm occupancy survey dates and times.
3. **Inventory Collection:** Confirm inventories of all publicly-available parking within the study area boundary (as well as privately-owned facilities generally understood to be available and/or utilized by the public).
4. **Occupancy Surveys:** Conduct hourly occupancy counts on two (2) separate days over a ten-hour period each day. The dates and timeframes of these occupancy counts will be confirmed with the DDA Board- for example, they could be conducted on a typical Saturday and a special event day. Note that up to two additional days of occupancy counts can be conducted by members of the DDA Board (or other volunteers) under the direction (but not in-person supervision) of Walker staff members at no additional charge. For these counts, Walker would provide instructions and data sheets and obtain results from the DDA.
5. **Data Analysis:** Analyze results and produce a series of tables, graphics, and maps confirming and/or updating supply and demand conditions observed in the previous studies from 2007 and 2010.

SCHEDULE

Schedule for this task is dependent on the timing of the occupancy surveys and their proximity in time to one another. Results from the data analysis can be completed within ten (10) business days of the final occupancy survey.

PROFESSIONAL FEE

Walker proposes to complete this task for a total lump-sum fee of \$14,000, including expenses.

TASK B: WAYFINDING AND SIGNAGE PLAN

Objective: Produce a wayfinding and signage plan aimed to increase efficiency and navigability of the downtown Nederland parking system.

PROPOSED SCOPE OF WORK

1. **Review of Existing Materials:** Obtain from the DDA plans, descriptions, etc. of existing signage and wayfinding, branding efforts, and key destinations within the downtown area.
2. **Field Visit:** Conduct a field visit to confirm locations of existing signage, wayfinding, destinations, and parking, identify and observe the most well-traveled vehicle and pedestrian routes, and identify problem areas.

3. **Draft Technical Memorandum:** Produce a draft technical memorandum documenting findings and setting forth recommendations for a wayfinding and signage plan, including considerations related to relocation, replacement, and addition of new signage and wayfinding, color and branding schemes, and coordination with industry standards and requirements related to traffic signage. This memorandum package will include up to two (2) mock-ups of possible sign options.
4. **Revision:** Revise technical memorandum pursuant to one (1) set of consolidated comments from the DDA.

SCHEDULE

This task could be completed within twenty (20) business days.

PROFESSIONAL FEE

Walker proposes to complete this task for a total lump sum fee of \$12,000 including expenses.

TASK C: PAID PARKING STUDY AND IMPLEMENTATION PLAN

Objective: Produce a path forward for implementation of paid parking in the highest-demand areas in downtown Nederland, including technical evaluation, public and stakeholder outreach, and recommendation of paid parking technologies.

PROPOSED SCOPE OF WORK

1. **Kickoff Meeting:** Meet with the DDA Board to discuss observed occupancy patterns in the areas identified for paid parking, feedback from stakeholders to-date, objectives of paid parking implementation, and appropriate public outreach, among other topics.
2. **Field Visit:** Visit the study area to generally observe parking in areas, identify any on-the-ground hurdles to implementation of paid parking, and inform technical evaluation of possible rates, technologies, etc.
3. **Technical Evaluation:** Based on objectives identified by DDA board, develop a technical evaluation including possible rates and periods of charge, paid parking technologies, and outcomes. Include a series of paid parking case studies in similar communities (either based on demographics or tourism-based activity) and best practices.
4. **Downtown Stakeholder Meeting:** Work with the DDA to identify appropriate downtown stakeholders— e.g. downtown business and property owners expected to be directly affected by implementation of paid parking. Work with the DDA to develop presentation materials sharing impetus and objectives of study and results of technical evaluation. Conduct one (1) meeting with this stakeholder group and gather feedback.
5. **Meeting/Conference Call:** Conduct a meeting in-person or via phone with the DDA Board to discuss feedback and outcomes from the stakeholder meeting.
6. **Public Open House:** Conduct a public open house to discuss and educate on impetus of study, project outcomes, and basic elements of the technical evaluation. Gather feedback.
7. **Educational/Outreach Material Development:** Based on feedback to-date, develop a series of educational/general outreach materials related to paid parking implementation for use by the DDA (e.g. a flyer and a map of paid parking areas).



8. **Draft Technical Memorandum and Implementation Plan:** Develop a technical memorandum summarizing findings and work to-date and incorporating community feedback, including an implementation matrix detailing next steps to implement paid parking in desired areas.
9. **Revision:** Revise technical memorandum and implementation matrix based on one (1) set of consolidated comments from the DDA.

SCHEDULE

The schedule for this task is dependent on our ability to schedule meetings with stakeholders and the general public. Generally, we anticipate that this task will be completed within three months of the kickoff meeting date.

PROFESSIONAL FEE

Walker proposes to complete this task for a total lump sum fee of \$25,000 including expenses.

Any and all of these tasks can be augmented with additional time and expertise from Walker or David Evans and Associates staff, at the request of the DDA. As such, we have included hourly rate sheets for both firms. All services will be provided per our General Conditions of Agreement for Consulting Services.

Again, thank you for this opportunity—we are looking forward to working with you.

Sincerely,

WALKER CONSULTANTS

A handwritten signature in black ink that reads "Mallory A. Baker".

Mallory Baker
Consultant/ Project Manager

A handwritten signature in blue ink that reads "Andrew J. Vidor".

Andrew Vidor
Director of Studies

Enclosures: General Conditions of Agreement for Consulting Services
 Walker Consultants Standard Billing Rates
 David Evans and Associates Standard Billing Rates



AUTHORIZATION

Trusting that this meets with your approval, we ask that you sign in the space below to acknowledge your acceptance of the terms contained herein, and to confirm your authorization for us to proceed. Please indicate which tasks you are authorizing now and return one signed original of this agreement for our records.

_____ Task A

_____ Task B

_____ Task C

NEDERLAND DOWNTOWN DEVELOPMENT AUTHORITY

Accepted by (Signature) _____

Printed Name _____

Title _____

Date _____

SERVICES

Walker Consultants (“Walker”) will provide the CLIENT professional services that are limited to the work described in the attached letter (“the services”). Any additional services requested will be provided at our standard hourly rates or for a mutually agreed lump sum fee. The services are provided solely in accordance with written information and documents supplied by the CLIENT, and are limited to and furnished solely for the specific use disclosed to us in writing by the CLIENT. No third-party beneficiary is contemplated. All documents prepared or provided by WALKER are its instruments of service, and any use for modifications or extensions of this work, for new projects, or for completion of this project by others without Walker’s specific written consent will be at CLIENT’s sole risk.

PAYMENT FOR SERVICES

Walker will submit monthly invoices based on work completed which includes reimbursable expenses. Payment is due upon receipt of invoice. If for any reason the CLIENT does not deliver payment to WALKER within thirty (30) days of date of invoice, Walker may, at its option, suspend or withhold services. The CLIENT agrees to pay Walker a monthly late charge of one and one half percent (1½%) per month of any unpaid balance of the invoice.

STANDARD OF CARE

Walker will perform the services in accordance with generally accepted standards of the profession using applicable building codes in effect at time of execution of this Agreement. Walker’s liability caused by its acts, errors or omissions shall be limited to the fee or \$10,000, whichever is greater.

Any estimates or projections provided by Walker will be premised in part upon assumptions provided by the CLIENT. Walker will not independently investigate the accuracy of the assumptions. Because of the inherent uncertainty and probable variation of the assumptions, actual results will vary from estimated or projected results and such variations may be material. As such, Walker makes no warranty or representation, express or implied, as to the accuracy of the estimates or projections.

PERIOD OF SERVICE

Services shall be complete the earlier of (1) the date when final documents are accepted by the CLIENT or (2) thirty (30) days after final documents are delivered to the CLIENT.



STANDARD BILLING RATES
FOR BASIC SERVICES

PRINCIPALS

Senior Principal	\$305.00
Principal	\$255.00

PROJECT MANAGEMENT

Senior Project Manager	\$245.00
Project Manager	\$210.00
Assistant Project Manager	\$170.00

CONSULTANTS

Senior Consultant	\$245.00
Consultant	\$210.00
Analyst / Planner	\$170.00

RESTORATION CONSULTANTS

Senior Restoration Consultant	\$245.00
Restoration Consultant	\$210.00
Assistant Restoration Consultant	\$175.00
Restoration Specialist	\$170.00

DESIGN

Senior Engineer / Senior Architect	\$205.00
Engineer / Architect	\$180.00
Designer	\$170.00

TECHNICAL

Senior Technician	\$155.00
Technician	\$140.00

SUPPORT

Senior Administrative Assistant / Business Manager	\$115.00
Administrative Assistant	\$95.00

Subject to annual adjustment on January 1 each year.

David Evans and Associates, Inc.
Nederland Parking, Pedestrian and Traffic Study and
Comprehensive Plan
Hourly Rate Schedule
2019

<u>BILLING TITLE</u>	<u>2019 Rates</u>
<u>Engineering</u>	
	(per hour)
Vice President.....	\$295.00
Principal Engineer.....	\$250.00
Senior Project Manager.....	\$200.00
Engineering Task Manager.....	\$190.00
Project Manager.....	\$180.00
Senior Project Engineer.....	\$175.00
Engineering Task Leader.....	\$160.00
Project Engineer.....	\$140.00
Senior Engineer.....	\$130.00
Construction Observation.....	\$125.00
Engineer/Senior Designer.....	\$120.00
Engineering Technician.....	\$100.00
Junior Engineer/Designer.....	\$95.00
Senior CADD Technician.....	\$90.00
CADD Technician.....	\$80.00
<u>Planning</u>	
Planning Principal.....	\$240.00
Managing Planner.....	\$200.00
Planning Project Manager.....	\$190.00
Planning Task Leader.....	\$175.00
Senior Transportation/Environmental Planner.....	\$155.00
Landscape Architecture Manager.....	\$160.00
Senior Landscape Architect.....	\$135.00
Environmental Planner.....	\$130.00
Transportation Planner.....	\$115.00
Biologist.....	\$110.00
Landscape Architect.....	\$105.00
Junior Planner.....	\$95.00
Landscape Designer.....	\$90.00
Senior GIS Specialist.....	\$130.00
GIS Specialist.....	\$105.00
<u>Surveying</u>	
Field Survey Crew (3 person).....	\$260.00
Field Survey Crew (2 person).....	\$175.00
Field Survey Crew (1 person).....	\$120.00
Principal Surveyor.....	\$180.00
Senior Project Surveyor.....	\$170.00
Project Surveyor.....	\$140.00
Senior Survey Technician.....	\$125.00
Survey Technician / Draftsman.....	\$110.00
GPS Surveyor.....	\$120.00
<u>Administration</u>	
Senior Project Administrator.....	\$120.00
Project Accountant.....	\$100.00
Project/Administrative Assistant.....	\$100.00
Clerical.....	\$70.00
Graphics Specialist.....	\$100.00
<u>Other Costs</u>	
Oce or Plotter, bond 24x36 (in-house).....	\$3.00/each
Reproducible Vellum (in-house).....	\$15.00/each
Reproducible Mylar (in-house).....	\$25.00/each

Expenses

1. Transportation by automobile billed at Current Federal Government Rate
2. Reproduction work, at cost
3. Travel and subsistence at direct cost
4. All other expenses at cost

TEI Scope Revision & Project Rates



As requested by the Nederland Downtown Development Authority (NDDA), this memo provides a reorientation of the submitted RFP by Traffic Engineers, Inc. (TEI) to better accommodate the NDDA's short-term project needs and budget. This memo is broken down into 4 primary tasks and a project rate sheet that identifies the cost per task as well as general costs for potential additional services. Where there are opportunities to team with NDDA staff or community groups to assist with the task and reduce the cost, those items are identified as a task alternative.

Task 1.0 Understanding Ned

In order to provide context, understanding, and relevant recommendations to tasks 2, 3, and 4, a baseline of existing conditions would be developed. This task would also aid in ensuring that duplicative efforts are avoided, and financial resources are best coordinated and utilized to build off of this baseline. This task will also provide the basis of a case for action that can be utilized in community outreach, project development, and future grant applications.

Task 1.1 Data collection & analysis

TEI will collect demographic data from the US Census that provides an understanding to the characteristics of the population, including age, disability status, income levels, commuting mode share and distance, and number of vehicles available. This data is particularly useful in understanding the need or potential use for various types of infrastructure improvements, and in grant applications.

Task 1.2 Project area map

Clear communication with consistent visuals is important to be able to relate multiple parts of a project together, as well as communicate with the community. TEI will develop a map of the project area with clearly identified activity areas, destinations, and locations that generate traffic. This map will serve as the basis for other maps within all tasks.

Task 1.3 Parking observation and inventory

TEI will compile an inventory of existing parking, including off-street parking lots, on-street parking, and informal parking areas. Data to be included within the inventory will cover the number of spaces and any restrictions for use. This data will be developed into an excel spreadsheet and a visual map.

TEI will complete up to 5 days of parking observation to identify occupancy levels. Observation will focus on two weekdays and 3 weekend days, including one large event day. Specific dates will be coordinated with the NDDA to ensure the best applicability. Observations will focus on identifying the number of spaces occupied at various points throughout the day and general turnover observations for key parking locations, such as 1st Street, the Visitor's Center, etc.

Task 1.3 Alternative – TEI has developed multiple assessment tools for previous projects that utilize outside resources, such as non-profit partners, community members, and client staff. This can effectively reduce the cost of services while also involving more people in the project, building understanding and excitement for the plan. TEI could develop a parking assessment tool to utilize resources within the NDDA or community to assist with parking observation data collection.

Task 1.4 Multimodal network inventory

TEI will conduct a multimodal network inventory for sidewalks, bikeways, and trails that will consist of existing facilities, facility condition, and width. Additionally, desire lines will be noted and included as informal facilities with existing demand. To best utilize resources, TEI proposes conducting this task while in the project area for the Parking inventory, effectively lessening the required time to complete the task. This inventory would be compiled into an excel spreadsheet and visual map.

Task 1.4 Alternative – TEI would utilize a multimodal inventory assessment tool to utilize NDDA staff or community members to assist with data collection for the multimodal facility inventory.

Task 1.5 Safety analysis

TEI will analyze existing data from CDOT and other local sources, such as Eldora Mountain Resort to identify key points of safety or travel concerns that could be improved. This data will help inform future analysis of walkability and improvements to intersections or other crossings for pedestrians and bicyclists. This analysis will be developed into visual maps.

Task 1.6 Business community outreach

TEI believes that qualitative information from the community is essential to develop a full understanding of the existing conditions and can help identify particular areas where there are specific issues or concerns that need additional attention. For this task, TEI would focus on outreach to the local businesses but could also include options for outreach broader to the community as well. Information would be collected through an online survey. Awareness of the survey would be through online social media outlets, the Town and NDDA's websites, and flyers that would be provided to businesses and posted at key community locations. TEI would develop the flyer, online posts, survey and analyze the data in the form of a summary memo.

Task 1.6 Alternative A – In person canvassing of the local businesses could be conducted in addition to the online survey. TEI could partner with NDDA members to assist in the canvassing and collection of data.

Task 1.6 Alternative B – An interactive online map could also be utilized as part of this effort where people could identify specific locations of interest or concern, draw desired routes of improvements, and more.

Task 2.0 Ned Wayfinding Plan

This task would build upon the data and information identified in Task 1. The intent of this task is to develop a wayfinding scheme that connects Downtown destinations, attracts the attention of regional travelers, and ties into the neighborhoods. This will be built upon an understanding of both areas of interest and existing, planned, and proposed pedestrian and bicycle infrastructure.

Wayfinding can be used to inform and improve all modes of transportation. The wayfinding plan will help inform future efforts for improved facilities by identifying the locations of interest, parking opportunities, and primary routes that link business, recreation, and the community. This task will focus on the following three primary components:

1. Mark parking areas, as well as provide visitor info in parking lots.
2. Highlight safe, scenic, and connected walking and biking routes.
3. Provide legible transit information, showcase stop locations, information on nearby destinations.

Recommendations will be focused on short-term opportunities for improvements that facilitate implementation. Longer-term recommendations may be developed at a high level of detail as needed for utilization in future

planning or grant efforts. TEI will deliver this task in the form of visual maps and representations with a report that identifies the methodology, opportunities, and recommendations at a planning level.

Task 3.0 Town Parking Assessment Update

This task will build upon previous parking assessments that have been conducted in Nederland. Building upon previous projects encourages continuity of data, which is useful for measuring progress and changes in conditions. TEI will conduct utilize data developed in Task 1 and expand upon it to develop full documentation of the availability and composition of parking. (on-street versus off-street, public versus private, time restrictions, etc). This assessment will also include information on existing and potential shared-parking within Nederland. This task will update any previous recommendations made and include new recommendations to improve parking conditions for daily, weekend, and event needs.

Recommendations will be developed for short- and long-term improvements and strategies. Short-term improvements will focus on opportunities and strategies that are easy to implement with less physical infrastructure required. Long-term improvements may include needs that will require higher infrastructure costs or significant coordination to be able to implement. TEI will deliver this task in the form of a report that identifies the methodology and recommendations with maps and visuals at a planning level.

Task 4.0 Paid Parking Plan

As Nederland faces significant fluctuations in parking demand, it is important to identify strategies that can help accommodate the demand and appropriately allocate it. One such strategy is paid parking. Paid parking has both benefits and constraints. TEI will develop a plan that is focused on paid parking and its potential application and benefits in Nederland. Building upon the data and information in previous tasks, the paid parking plan will focus on the following three components.

1. Implications of introducing paid parking.
2. Strategies for implementing paid or timelimited parking at the Visitor Center and 1st Street.
3. Considerations for future paid or time limited parking areas.

Component 1 will focus on the values and tradeoffs of paid versus free versus restricted parking options and clearly identify those as key decision points for implementation of paid parking for the NDDA Board. Component 2 will develop appropriate strategies for paid parking in the highest demand areas of Downtown Nederland, with identification of implications and tradeoffs that would be likely on free or restricted parking areas. Component 3 would focus on additional opportunities to implement paid parking and the benefits and implications to parking in Downtown.

TEI will provide this information in a report that identifies methodology used, values and tradeoffs of paid parking, key strategies to implement, and future opportunities supported by key maps and visuals.

Project Rates

For the tasks identified in the previous pages, the associated fee proposal is identified below. Items marked with an asterisk note where a task fee is reduced assuming support from NDDA, Town, or other community members for data collection and outreach assistance.

Fee Proposal

SCOPE	DESCRIPTION	FEE	ALTERNATE FEE
Task 1.0	Understanding Ned		
Task 1.1	Data Collection & Analysis	\$ 2,800	\$ 2,800
Task 1.2	Project Area Map	\$ 750	\$ 750
Task 1.3	Parking Inventory & Observation	\$ 9,000	
1.3 Alt.	*Parking Inventory & Observation		\$ 4,500
Task 1.4	Multimodal Network Inventory	\$ 2,000	
1.4 Alt.	*Multimodal Network Inventory		\$ 1,000
Task 1.5	Safety Analysis	\$ 2,500	\$ 2,500
Task 1.6	Business Community Outreach	\$ 2,750	\$ 2,750
1.6 Alt. A	Outreach with in-person canvassing		\$ 1,000
1.6 Alt. B	Interactive online map		\$ 750
Task 2.0	Ned Wayfinding Plan	\$ 8,500	\$ 8,000
Task 3.0	Town Parking Assessment Update	\$ 7,000	\$ 6,500
Task 4.0	Paid Parking Plan	\$ 8,000	\$ 7,500
	Total	\$ 43,300	\$ 38,050

Additional Project Components

TEI recognizes the need for communities to customize projects based on their individual needs. For additional potential items not highlighted within this scope, the below information represents typical fees that could be added to this project or conducted at later dates. Please note that the fees are typical and subject to change based on the specific scope and overall level of effort needed.

Grant Application	\$ 5,000
Traffic Counts per Location	\$ 500
Signal Warrant Analysis	\$ 4,000
Community Meeting	\$ 5,000



AGENDA INFORMATION MEMORANDUM DOWNTOWN DEVELOPMENT AUTHORITY

Meeting Date: March 20, 2019

Prepared By: Josiah Masingale, Executive Director

Consent Information Action Discussion

AGENDA ITEM: DDA Mill Levy Extension

SUMMARY:

The DDA Mill Levy is set to expire on December 31, 2019. Extending the Mill Levy for another seven years requires voter approval. The DDA has retained an attorney to assist with the election process. The attorney is putting together a plan for the election to be presented at a future DDA Board Meeting.

Staff provided an overview of the steps necessary for a ballot measure to be included in the November 2019 elections at the February 2019 Board Meeting. In late February 2019 staff met with Ms. Micki Mills, Paralegal for Collins Cockrel & Cole P.C. (whom assisted the DDA with the 2017 TIF Bond election). Ms. Mills had several key points and steps for the DDA to be aware of, including:

- The DDA's electorate, per Ms. Mills findings in 2017, are the property owners AND tenants of the DDA District. And, the electorate list can and will change often as the election date nears (as you can imagine).
- The Town Board of Trustees will need to adopt an election ordinance this summer calling for a DDA Mill Levy Election for the November election.
- There aren't any deadlines with the County until the summer (July-August). Ms. Mills said she could outline what these are, but mainly its providing the mail-in ballot language and the adopted Town Ordinance calling for the election.
- There are two primary pieces of material that will need to be made available to all eligible voters: (1) Form Letter Template for Property Owners or Tenants to Designate their voting representative AND (2) the Ballot and mail-in ballot materials (if the DDA so chooses to do a mail-in option).
- **THE DDA MUST HAVE A PHYSICAL LOCATION FOR BALLOT DROP-OFF.** Two-weeks prior to the election the DDA must have a physical location staffed by a "designated election judge" where ballots may be dropped-off AND where eligible voters may obtain new or replacement ballots. This

location must be available during regular business hours for those two weeks leading up to the election.

- **The DDA needs to designate an election judge, someone that is available those two weeks prior to the election at our designated physical location. This designated election judge does not have to be a DDA or Town authority.**

RECOMMENDATIONS:

Board discussion on possible physical location for ballot drop-off and designated election judge and discussion on next steps.

FINANCIAL CONSIDERATIONS:

The 2019 DDA Budget does have funds for attorney services, supplies, and staff time and effort for this activity. Exact costs are still to be determined.

ATTACHMENTS:

N/A