



# City of Woodland Park Downtown Development Authority

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February 4, 2025 at 7:30 AM

## AGENDA

- **CALL TO ORDER AND ROLL CALL**
- **PLEDGE OF ALLEGIANCE**
- **ADDITIONS, DELETIONS OR CORRECTIONS TO AGENDA**
- **CONSENT AGENDA**
  - a. Minutes – November 05, 2024
  - b. Minutes – January 07, 2025
- **PUBLIC COMMENT ON ITEMS NOT ON AGENDA**
- **UNFINISHED BUSINESS** (Public Comment may be heard) **None**
- **NEW BUSINESS**
  - a. TAVA update (**Waggoner**)
  - b. Elect Treasurer (**Gemelke**)
    - Treasurer Perry Resignation Letter
  - c. Posting of Notice of Meetings
    - Resolution 2025-01 – Designating posting place (OML)\_Approved
  - d. Micro-Grant Program (**Gemelke/Meyers**)
    - DDA-Grant Program (Draft 1.30.25)
    - Grant Agreement – Entity – Draft 2
    - Resolution 2025-02 – DDA Micro-Grant Program
- **PUBLIC COMMENT REGARDING NEW BUSINESS** **None**
- **REPORTS**
  - a. Board Chair Report
  - b. Treasurer Report (Gemelke)
  - c. Board Member Reports
  - d. City Attorney's Report
- **ADJOURNMENT**

Woodland Park Downtown Development Authority Board of Directors

Tuesday, November 5<sup>th</sup>, 2024, 7:30 a.m.

City Hall- Council Chambers 220 South Avenue, Woodland Park, CO

Regular Meeting

1. CALL TO ORDER AND ROLL CALL

CALL TO ORDER AT 7:30 A.M. BY CHAIR GEMELKE

PRESENT: Jon Gemelke  
Arden Weatherford  
Tony Perry  
David Mijares  
George Jones  
Jerry Good  
Eric Cabrera  
Al Born

ABSENT:

STAFF: Aaron Vassalotti, City Manager  
Joshua Myers, DDA Attorney

GUESTS: Mary Sikowski

2. PLEDGE OF ALLEGIANCE

All attendees participated.

3. ADDITIONS, DELETIONS, CORRECTIONS TO AGENDA

None.

4. CONSENT AGENDA

**Motion:**

Mr. Cabrera moved to approve the minutes of October 1<sup>st</sup>, 2024, as presented

2<sup>nd</sup>:

Mr. Perry seconds.

**Vote:**

Voice roll call vote, motion was approved unanimously 8-0.

5. PUBLIC COMMENT ON ITEMS NOT ON AGENDA

None.

6. UNFINISHED BUSINESS (Public Comment may be heard)

Mr. Vassalotti met with the attorneys regarding the Vos building. They are putting a plan forward to start the condemnation process however it can take two to three years to complete the steps required. They expect to have a plan in place within the next 30 days.

Regarding the Bergstrom Park study, the city is requesting a study from Park Street to Fairview on the south side of Hwy 24. They are still determining how comprehensive that will be but by the next meeting they will have a plan in place.

Mr. Mijares requested that they lessen the parking requirement for the downtown area or that they provide an area within the DDA boundary that lessens the parking requirement to increase density regarding commercial use.

Chair Gemelke questioned if they would bury the power lines upon this construction.

Mr. Vassalotti noted that it would be discussed within the master plan.

7. NEW BUSINESS

a. TAVA Update

Mary Sikowski presented the TAVA update. The foundation is dug out and they have uncovered a significant amount of concrete that was buried there. They are working on the rebar process now. Their goal is to have foundation poured before hard winter.

b. Micro Grants

Chair Gemelke noted they had a meeting with the attorneys about the micro-grants. He requested that they have something put together by the January meeting.

Mr. Good questioned how many businesses there are downtown.

Mr. Perry noted that about 20 businesses received the DDA grant in 2009.

Councilman Jones questioned the 'evidence of need' portion of the example program.

Chair Gemelke clarified that this program is just an example of what we are looking for and we can adjust as necessary.

Mr. Myers added that their office will be helping them refine this process, making sure the requirements for a grant program are there. He does agree there needs to be an idea of how many businesses are in the downtown district. He added that we would be discussing the objective versus subjective during the December meeting so we can take a vote in January.

Chair Gemelke noted they had discussed having two opportunities to apply. The applicants will have roughly three months to complete their proposed projects. We want it to be open to help business functionality like ADA compliance, not only facade features. He encouraged board members to send him ideas to compile for the December meeting.

Mr. Mijares requested that we clarify that this program is different than our TIF reimbursement requests.

Mr. Myers added that he was preparing an outline with basic questions that everyone should be thinking about. He will send it out within the next week.

Mr. Perry agreed that we need to keep the process as objective as possible. He also agreed it should not necessarily be limited to exterior work but whatever can improve the success of the business.

Chair Gemelke added that we wanted it to be available for both business owners and building owners so as not to discourage a business owner who doesn't own the building.

## 8. PUBLIC COMMENT ON ITEMS NOT ON AGENDA

None.

## 9. REPORTS

### a. Board Chair Report

Chair Gemelke encouraged board members to suggest ideas for the micro grants.

Mr. Vassalotti added that the Lake St. construction is still not completed but should be done soon, weather permitting.

b. Treasurer Report

Mr. Perry presented the Treasurer Report. We have one TIF reimbursement for the Trailridge Apartments entity. We have confirmed that the payment amount is correct due to the issue of the incorrect amount being paid with the previous reimbursement. We have since sent the contracts to the attorney to verify the spreadsheet.

Mr. Myers confirmed that the payments were correct. However, there was a discrepancy. The first amendment changed the start and end date which changed the percentage paid per year the contract now ends in 2031. Due to the first amendment last year's contract needed to be a 75% reimbursement, not 50%. The max reimbursement was also lowered by \$100,000. It is now \$1.1 million. Mr. Myers offered to draft a letter explaining the discrepancy. He will also complete the other active TIF's to verify those as well.

Mr. Perry agreed we need to draft a letter explaining the discrepancy and then correct the additional 25% reimbursement based on last year's mill levy. He noted the bonds with Vectra are due to be paid off in 2028. The DDA is set to expire in 2032 and we need to be sure the debt is paid off by then. We have built up a reserve balance that can be used for the betterment of the downtown district. We only reimburse based on the contract of what they pay.

Mr. Vassalotti noted that the DDA has approximately \$1.2 million in reserves.

Chair Gemelke added that we would like to end the DDA with no reserves and so we need ideas to improve the city using that money.

Mr. Good questioned what would happen if council chose to extend the DDA and we are left with no money in reserves.

Chair Gemelke believes that decision needs to be made within the next two to three years so the board can be prepared.

Mr. Born questioned if there would be an advantage to paying the Vectra loans off early.

Mr. Vassalotti explained the interest rate is currently quite low so currently there would be no advantage, however if that were to change it could be an option.

c. Board Member Reports

Mr. Good expressed concern about bathrooms. He requested that the city take them into consideration when redesigning Bergstrom Park.

Chair Gemelke reminded that TAVA house would have public bathrooms available during open business hours.

- d. City Attorney's Report  
None.

Mr. Born moved adjournment 8:04 a.m.

Woodland Park Downtown Development Authority

Tuesday January 7<sup>th</sup>, 2025, 7:30 a.m.

City Hall-Council Chambers 220 South Avenue, Woodland Park, CO

Regular Meeting

1. CALL TO ORDER AND ROLL CALL

CALL TO ORDER AT 7:37 A.M. BY CHAIR GEMELKE

PRESENT: Jon Gemelke  
Arden Weatherford  
Tony Perry  
David Mijares  
George Jones  
Jerry Good  
Eric Cabrerra  
Al Born

ABSENT:

STAFF: Aaron Vassalotti, City Manager  
Josh Myers, City Attorney

GUESTS: Mark Weaver

2. PLEDGE OF ALLEGIANCE

All attendees participated.

3. ADDITIONS, DELETIONS OR CORRECTIONS TO AGENDA

None

4. CONSENT AGENDA

None

5. PUBLIC COMMENT ON ITEMS NOT ON AGENDA

None

6. UNFINISHED BUSINESS (Public Comment may be heard)

None

7. NEW BUSINESS

a. TAVA Update

Mrs. Sekowski presented the TAVA update. They have foundation walls poured. They expect to start framing in February in addition to the slab being poured in February. They expect to rent the rock crusher for the next three days.

b. Micro Grant Discussion

Mr. Myers reviewed and suggested the board implement some of these ideas into the micro grant document. Upon having an idea of what the board would like to include in the program they will provide a final draft for board vote.

Mr. Good questioned number three of the packet provided by Mr. McAskin's office. This point references an eligible "look back" date.

Mr. Meyers explained that it would only be relevant if the board decided they wanted to allow business owners to apply who have already completed a project. The board needs to decide how far the look back period will be if they decide to allow it.

Mr. Good also questioned number five (a) of the packet, regarding the decision maker(s).

Mr. Myers added that the award decision maker(s) are options on how the board can make decisions. The board needs to decide which option they would like in the final draft. It's a way of controlling the application flow.

Mr. Good also questioned number 5 (d) of the packet, regarding the method of determining grant amount per recipient.

Mr. Myers explained that the board must determine the amount that may be awarded to qualified applicants.

Mr. Born noted an error in the WPDDA Micro Grant program document, on page 2, section Application Eligibility. The Teller County Treasurer does not 'impose' taxes. That line needs to be stricken from the document.

Mr. Perry recommended a work session so that the board can be amply prepared to discuss these documents.

Chair Gemelke suggested they have a work session two weeks from today.

Mr. Vassalotti confirmed the room is available two weeks from today at 7:30 a.m.

Chair Gemelke set the work session for two weeks from today.

Mr. Jones added that there are multiple topics that the board needs to be ready to discuss and decide on. Those topics include the decision making, the "look back" period, and what the objective criteria is.

Mr. Good added that he prefers the structure to be more permissive. If an applicant meets the criteria, they are awarded the grant and there are no inspections.

Chair Gemelke disagreed and believes we should inspect the projects to confirm their completion and quality. He also added that we have asked Mr. McAskin and his firm to verify everything is honest and open.

#### 8. PUBLIC COMMENT REGARDING NEW BUSINESS

None

#### 9. REPORTS

##### a. Board Chair Report

Chair Gemelke requested that board members let someone know when they will not be able to attend a meeting out of respect for the staff and other members. This is in response to the December meeting in which there were not enough members to form a quorum. He read a page from WPDDA amended and restated by laws, section seven, in which a member's position shall be declared vacant if they have three unexcused absences within a 12-month period.

##### b. Treasurer Report

Mr. Perry noted that the city made two TIF payments to Woodland Park Associates a.k.a Trailridge Apartments. The attorneys reviewed the agreements and found that Trailridge Apartments was owed another 25%, so they received the second check in December. The attorney invoice was also paid.

Mr. Perry noted the comment that he made several years ago that if Park State Bank & Trust participated in any lending within Woodland Station, he would resign from the DDA. He also noted that it is not a conflict of interest to remain on the board, however, because that statement is on the record, he feels it is right to resign. As of today, he is tendering his resignation. He

commends the board and feels that there has been great work done in the DDA over the few years and that we can continue to be objective and keep that precedent to keep moving forward.

Mr. Born added that he serves on the board of trustees at Park State Bank & Trust and on the Executive Loan Committee, both of which he is a voting member.

Mr. Myers noted that he would need to determine the authority of Mr. Born on both of those committees. He does not believe it will be a conflict of interest.

Mr. Born noted that he is willing to do whatever the board directs in the spirit of transparency and full disclosure.

c. Board Member Reports

Mr. Weatherford questioned the status of the Bergstrom Park consultant as well as the condemnation proceedings regarding the Vos building.

Mr. Vassalotti added that they have entered a contract with a consultant for Bergstrom Park. Regarding the Vos building, the attorneys are drafting a memo that they have not yet received. Upon receipt, they will have a clearer understanding of the condemnation process.

Mr. Good added that the Vos building has significant history and it should be respected throughout this process.

Mr. Perry added that he has done work with Mr. Plutt and the Historical Committee and he provided them with the owners' contact information to reach out and find solutions to their problems. The owners have been unresponsive up until this point. We are not taking this process lightly.

Mr. Vassalotti noted that the city has not made a decision on the Vos building. They are waiting for legal guidance before it is brought to council.

d. City Attorney's Report

Mr. Myers noted that he will be seeking direction from the board during the work session to draft a document for the next regular meeting.

## 10. ADJOURNMENT

Mr. Born moved adjournment 8:20 a.m.



City of Woodland Park  
Downtown Development Authority

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January 13, 2025

City of Woodland Park City Council

Consider this my letter of resignation effective January 31, 2025 from the Downtown Development Authority Board. The resignation timing is to make sure the transition is smooth, and the timing is good for the City Council given the requirements to appoint a replacement within 30 days.

It has been a pleasure to serve the council and citizens of Woodland Park.

Respectfully Submitted,

A handwritten signature in blue ink, appearing to read "T. Perry", is written over a horizontal line.

Tony L. Perry  
Treasurer

**WOODLAND PARK DOWNTOWN DEVELOPMENT AUTHORITY**

**RESOLUTION NO. 01, SERIES 2025**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE WOODLAND PARK  
DOWNTOWN DEVELOPMENT AUTHORITY DESIGNATING THE PUBLIC PLACE FOR  
POSTING OF NOTICES OF REGULAR AND SPECIAL MEETINGS OF THE  
AUTHORITY**

**WHEREAS**, C.R.S. § 24-6-402(2)(c) requires the Woodland Park Downtown Development Authority (the “Authority”) to annually designate the public place for posting notices to comply with the Colorado Open Meetings Law, C.R.S. § 24-6-401, *et seq.* (the “Open Meetings Law”); and

**WHEREAS**, the Colorado Legislature passed House Bill 19-1087 in 2019 with the intent “...that local governments transition from posting physical notices of public meetings in physical locations to posting notices on a website...to the greatest extent practicable”; and

**WHEREAS**, Board of Directors believes that posting notices on the City of Woodland Park/Authority website is a more effective means of dissemination of notice of all regular and special meetings of the Authority and that posting notice of said meetings on the City/Authority website will provide more flexibility and visibility than posting at a physical location; and

**WHEREAS**, the Board wishes to designate the following website (<https://www.city-woodlandpark.org/284/Downtown-Development-Authority>) as the official posting location for posting notices of regular and special meetings of the Authority; and

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF  
THE WOODLAND PARK DOWNTOWN DEVELOPMENT AUTHORITY AS FOLLOWS:**

**Section 1.** The City/Authority website, <https://www.city-woodlandpark.org/284/Downtown-Development-Authority>, is hereby designated as the place at which notices of regular and special meetings of the Authority shall be posted for purposes of the Colorado Open Meetings Law, C.R.S. §24-6-402(2)(c). In emergency or exigent circumstances where notice is not able to be posted online or the website identified above is not accessible online to the public at least twenty-four (24) hours prior to the applicable meeting(s), the notice of any regular or special meeting of the Authority shall be accomplished by posting notice at the following location:

Woodland Park City Hall  
220 W. South Avenue  
Woodland Park, CO 80866

**Section 2.** Effective Date. This Resolution shall take effect upon its approval by the Board.

ADOPTED by a vote of \_\_\_\_ in favor and \_\_\_\_ against on this 4th day of February 2025.

By: \_\_\_\_\_  
Jon Gemelke, Chair

ATTEST:

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

## **WOODLAND PARK DOWNTOWN DEVELOPMENT AUTHORITY 2025 MICRO-GRANT PROGRAM**

This document was promulgated and approved by the Board of Directors (the “**Board**”) of the City of Woodland Park Downtown Development Authority (the “**DDA**”).

This document is intended to educate and inform the public and potential applicants concerning the DDA’s priorities, objectives, and logistics related to the DDA’s 2025 Micro-Grant Program (the “**Program**”). The guidelines herein are not binding legislation and do not require the Board to reach a particular conclusion concerning any individual grant application.

### **DDA OBJECTIVES & PURPOSE**

The DDA was established to promote the safety, prosperity, security, and general welfare of the downtown area in the City of Woodland Park (the “**District**”) and its inhabitants; to prevent deterioration of property values and structures within the District; to improve the overall appearance, condition, and function of the District; to encourage pedestrian traffic and security in the District; to maintain and enhance the District as a regional center for commercial, financial, governmental, social, recreational, and cultural activities and to prevent deterioration from occurring; to encourage private restoration, rehabilitation, and development within the District through assistance to private business so as to prevent deterioration of existing structures and property values; to improve the visual attractiveness of the District by, but not limited to, placing visually integrated street furniture, lighting systems, and landscaping within the District; to improve the usefulness and accessibility of business sites, thereby promoting the growth of the District and impeding economic, physical, and social decline in the District.

(Source: The Foundation Plan of the DDA.)

### **ABOUT THE 2025 MICRO-GRANT PROGRAM**

The Program will promote multiple of the DDA’s priorities in the Foundation Plan, including, but not limited to, improving the variety and attractiveness of the District by encouraging and promoting private projects that enhance the natural environment within the District through beautification of buildings, structures, fixtures, and landscaping within the District, and providing assistance to owners, businesses, and residents that benefits and promotes the health, safety, prosperity, security and general welfare of the public and prevents deterioration of property values and the growth of blighted areas in the District.

The Program is designed to provide financial assistance for eligible projects that meet the Program’s Eligibility Requirements (a “**Project**”). The max grant amount for a Project is up-to Five Thousand Dollars (\$5,000.00) (the “**Grant**”). Grants are provided on a reimbursement basis after a Project is completed.

It is the intent of the DDA that the Program enable or assist qualifying applicants with Projects that, for example, but without limitation, enhance building design and aesthetics with higher quality materials, lighting, signage, and façade elements; improve public safety around buildings; add new



public realm enhancements, such as landscaping or seating; include other pedestrian enhancements; meet building code compliance; and further the objectives and purposes of the DDA within the District, such as stimulating economic vitality therein.

#### **DDA GRANT FUNDING AUTHORIZATION AND SOURCE**

The DDA is authorized to utilize the following financial sources to finance the objectives and purposes of the DDA: (1) contributions and donations; (2) grants and other funds made available by public agencies and other entities; (3) proceeds of loans to the DDA; (4) all types of bond issues; (5) property tax increment financing as defined in C.R.S. § 31-25-807(3); and (6) all such other sources and methods as may be authorized by law from time to time.

*(Source: The Foundation Plan of the DDA; and Section 4, Article VI, of the DDA's Bylaws adopted February 7, 2023.)*

#### **ELIGIBILITY REQUIREMENTS**

##### Applicant(s)

Private individuals and entities that are owners or lessees of residential or commercial real property in the District may submit an application for a Grant; however, the title record owner(s) of the land on which a Project is proposed must execute a statement of authority that authorizes the applicant to represent the landowner during the application process if the applicant is not the landowner. The landowner will be a required party to the Grant Agreement, attached hereto as Exhibit C.

A natural person applicant must be 18 years or older.

Any applicant that is not a natural person (an "entity") can designate a natural person to apply for a Grant on its behalf. Said designation must be made pursuant to the entity's controlling organizational documents and grant the natural person the authority to act on behalf of the entity and enter into agreements that impact the real property owned by the entity pursuant to relevant law.

Properties or businesses that are delinquent on special assessments or property taxes are ineligible. The use of the property and the structures thereon that are the subject of the Project must be in compliance with all of the City's zoning, subdivision, and building regulations, including all applicable design criteria requirements.

##### Eligible Projects

The intent of the Grant is to encourage the completion of new projects in the District. Therefore, the Project must commence after the Grant is awarded. A Grant will not be awarded for a Project that is completed or commenced prior to the award of the Grant.

The Project must be for *physical improvements*, of a *permanent nature*, to be made to *eligible real property* (residential and commercial) *located in the District* (see **Exhibit A** attached hereto for a map of the District's boundaries). Interior projects must be *accessible or visible to the public*. Exterior



projects must be *in an area that faces or is visible from a public street*. Projects may include, but are not necessarily limited to, the following examples:

1. Repair or replacement of exterior features and architectural elements.
2. Storefront conversion.
3. Painting.
4. Installation or repair of awnings, canopies, lighting, and signage.
5. Restoration of exterior historic elements.
6. Exterior landscaping.
7. Addition of permanent exterior seating and railings.
8. Interior renovations, of a permanent nature, that are customer facing or that will bring the structure into compliance with controlling regulations that benefit the public, such as ADA accessibility. "Customer facing" means spaces that the public may generally access, such as reception areas, sales floors, waiting rooms, public restrooms, lobbies, demonstration areas, restaurant seating; essentially anywhere a customer or potential client would need to access for business-related purposes.

A Project may include multiple improvements, but only one Grant per Project per property shall be awarded. (Example: Owner of Restaurant wants to paint the exterior of the restaurant building, install landscaping, and paint the "customer facing" interior sections of the building. The Owner should submit a single application that includes all of the physical improvements as the "Project" for which the applicant is seeking the Grant. The Owner should not submit three separate applications.)

Projects must comply with the City's zoning, subdivision, and building regulations, including applicable design criteria.

#### Ineligible Projects

Projects that are not for physical improvements, of a permanent nature, to residential or commercial property located within the District are not eligible to receive a Grant. Such projects may include, but are not limited to:

1. Deferred maintenance.
2. Interior renovation work to commercial property that is not customer facing or related to regulation compliance.
3. Interior renovation work to residential property.

## **THE GRANT**

### Award of Grant

The Board shall review all complete applications and base its decision to award or deny the application on the application materials that are submitted, including the written statements of the applicant. Complete applications shall be considered in the order that they are received by \_\_\_\_\_. The DDA may grant application approvals up-to the total amount of the total 2025 Grant Program amount of One Hundred and Fifty Thousand Dollars (\$150,000.00).



A “match” contribution is not required. However, the amount of the grant awarded per Project shall not exceed \$5,000.00 or the approved Project’s recoverable costs and expenses, whichever amount is lower. (Example: Grant is awarded in amount of up-to \$5,000 for the Project. The actual cost of the Project is \$7,000, but only \$4,000 meets the criteria to be “recoverable costs and expenses.” The grant payment shall be \$4,000.)

An applicant is not required to attend the Board’s public meeting at which the Board considers the complete application. In the event the Board denies a complete application, the applicant shall be informed in writing. The Board may request additional information from an applicant before making a final decision on a complete application. The Board may provide partial awards for Projects that include multiple proposed improvements. (Example: Application includes painting exterior of buildings and purchasing of tables for a restaurant. The Board may approve the grant for the exterior painting and deny the purchasing of tables.)

#### **Recoverable Costs / Expenses**

Only the following costs and expenses are recoverable, after proof of payment, and only up-to the amount of the Grant:

1. Professional design fees;
2. Labor and materials necessary to complete the Project.

The costs and expenses must arise out of the costs and expenses for the approved Project. Any costs or expenses not listed above shall not be recoverable. For example, and without limitation, grant funds shall not be used for working capital; acquisition of property, equipment, or inventory; interior improvements that are not customer facing; or for refinancing of existing debt or privatizing funding.

#### **Pre-Conditions for Distribution of Grant Funds (Payments)**

The following conditions must be met before Grant funds will be dispersed:

1. Project must be completed within 120 days\* of Grant approval by the DDA;
2. All work must comply with Program requirements and applicable laws, ordinances, building codes and zoning ordinances, including, but not limited to, all regulations of the City of Woodland Park;
3. A fully executed Grant Agreement with the DDA in the form approved by the DDA (attached hereto as Exhibit C) must be entered by all parties;
4. Itemized receipts and paid-in-full invoices for all work must be provided to the DDA; and
5. Proof of the Project’s completion must be provided to the DDA, including a signed certificate of completion with photos.

The DDA shall have the right to perform a site visit to confirm the Project is completed before approving the distribution of Grant funds to reimburse the applicant for the Project.

**\*BEFORE EXPIRATION OF THE 120-DAY DEADLINE:** An applicant may request, in writing, that the Board grant an extension of the 120 day deadline to complete the Project. The written request must be submitted to the Board prior to the 120-day deadline. To receive an extension, the applicant must show the Board that the applicant has been diligently pursuing the completion of the Project. The Board, by motion at a regular meeting, may grant an extension of the 120-day deadline, to a date



certain, if the Board finds that the applicant has been diligently pursuing the completion of the approved Project.

#### **TO APPLY (APPLICATION DEADLINES)**

1. Interested applicants are highly encouraged to first call \_\_\_\_\_ to discuss the applicant's Project and the required documents to submit a complete application.
2. Applications must be submitted to \_\_\_\_\_. Submit one Complete Application (See **Exhibit B** attached hereto) via \_\_\_\_\_ [with a copy to \_\_\_\_\_.]
3. Applications must be received by \_\_\_\_\_ **on or before Friday, April 18, 2025** ("Initial Submission"). The Initial Submission shall be reviewed by \_\_\_\_\_ to determine technical completeness, not eligibility, of the application. Incomplete applications shall be returned to the applicant with notice that the application is incomplete and inform the applicant what information is required to complete the application. The applicant shall have until Friday, May 02, 2025, to submit a corrected, complete application.
4. The Board will review complete applications and determine a Project's eligibility in the order that complete applications are received. The Board will review and decide complete applications no earlier than its regular meeting on Tuesday, May 06, 2025. Notification of your application's status will be provided in writing within four (4) weeks of the meeting of the Board on May 06, 2025.

#### **Complete Application – Technical Requirements**

1. Certificate of Ownership, including, if applicable, Authorized Agent form signed by the landowner.
2. Certificate of Taxes Paid.
3. Grant Application.
4. Executed Grant Agreement, signed by applicant and owner, if the applicant is not the landowner.

## GRANT AGREEMENT

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Project Address: **\*Physical Address\*** (the “Property”)

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This Grant Agreement (“**Agreement**”) is entered between the City of Woodland Park Downtown Development Authority, a body corporate of the State of Colorado (the “**DDA**”), and **\*Legal Name of Entity\***, a Colorado **\*Type of Entity\***, with a principal address at **\*Address\*** (the “**Grantee**”) (together, hereinafter, the DDA and Grantee are referred to as the “**Parties**” and each a “**Party**”). This Agreement is effective on the later of the dates on which the Parties have signed this Agreement (the “**Effective Date**”).

**Commented [JM1]:** Drafting Note: Revise as appropriate to include each necessary party.

### RECITALS

A. The DDA is a downtown development authority created pursuant to the provisions of Part 8, Article 25, Title 31 of the Colorado Revised Statutes, duly formed and in perpetual existence since 2001.

B. The DDA is governed by its Board of Directors (“**Board**”).

C. Under the authority granted to the DDA by the City of Woodland Park Downtown Development Authority Foundation Plan, which is the DDA’s “plan of development” as defined in C.R.S. § 31-25-802(6.6), as approved by the City Council for the City of Woodland Park, Colorado (“**City**”) via Resolution No. 571, Series 2002, the Board has developed and implemented the DDA’s 2025 Micro-Grant Program (“**Program**”) through which certain members of the public owning or having an interest in property located within the DDA boundaries may apply for and obtain DDA grant funds available through the Program (“**Grant**”) to financially assist in the completion of projects that meet the eligibility criteria of the Program.

D. Grantee filed an application for a Grant (the “**Project Application**”) for a project which the Board has determined satisfies the Program eligibility criteria (the “**Project**”). The Project is described in the Project Application and the Board’s approval of the Project Application, copies of which are attached hereto as **Exhibit A**.

E. The Board’s approval of the Project Application is, consistent with Program requirements, conditioned on the execution of this Agreement by the Parties, and is subject to the terms and conditions set forth herein. The Parties intend this Agreement to be the detailed final grant agreement required by the Program.

### AGREEMENT

NOW, THEREFORE, in consideration of the Parties’ mutual covenants contained herein, the Parties hereto agree as follows:

1. **Incorporation of Recitals**

The Recitals set forth above are hereby incorporated into the terms of this Agreement.

2. **Representations and Warranties of Grantee**

Grantee represents, warrants, and affirms that Grantee:

- a. is a \*type of organization\*, duly formed or organized, qualified to do business, and in good standing under the laws of Colorado;
- b. has full and lawful authority to enter into, and comply with the terms of, this Agreement;
- c. is the \*describe ownership interest, leasehold interest or other legal interest\* of the Property (as that term is defined above), which Property is located within the DDA boundaries;
- d. had and has, as applicable, the legal authority to apply for the Grant, to enter into this Agreement, and to finance and complete the proposed Project;
- e. has undertaken and completed all acts necessary to legally enter into and bind itself to the terms of this Agreement, and performance of this Agreement will not violate any agreement or obligation between Grantee and any third party;
- f. is in compliance with all applicable laws, regulations, statutes, and other legal requirements of the City and any other governmental or regulatory authority having jurisdiction over the Property, and Grantee has not received any notice or communication from the City or any such other governmental entity or authority regarding any actual, alleged, or potential violation of or failure to comply with any applicable legal requirement(s); and
- g. Grantee does not discriminate against any individual or entity on the basis of any protected characteristics.

3. **Grant Award**

Subject to the terms and conditions set forth in this Agreement, the Board hereby awards to Grantee a total sum not to exceed \$ [redacted] to be paid to Grantee as a reimbursement of eligible costs and expenses for the Project, as provided for and in conformance with this Agreement, following the completion of the Project.

4. **Grantee Efforts**

Grantee shall complete the Project in a timely fashion, in a good and workmanlike manner, and consistent with this Agreement and the Board's approvals related to the Project. The Grantee agrees to carry out, complete, and ensure the use of the Project in a sound, economical, and efficient manner, and in accordance with the provisions of this Agreement.

5. **Completion Date**

Grantee shall complete the Project and submit its Final Report (defined below) no later than 120 days after the Effective Date of this Agreement (the "**Completion Date**"). Grantee may request a reasonable extension of the Completion Date, and a reasonable extension may be granted, at the sole discretion of the Board, upon Grantee's showing of reasonable cause for delay outside of Grantee's control or prediction. The Board may elect to terminate this Agreement and deauthorize the Grant in the event the original Completion Date is not met or if any extension of the Completion Date is not met.

6. **Final Report**

Once the Project is complete, Grantee shall submit a report to the Board detailing the accomplishments of and expenditures related to the Project (the "**Final Report**"). The Project is deemed complete when all of the improvements that are identified in the Board's approval of the Project Application have been built and are ready for their intended use and when all required regulatory approvals have been obtained, including, but not limited to, permits or other approvals required by the City.

The following documents shall be included with the Final Report:

- a. Statement of the Grantee certifying that the Project was completed consistent with the Project Application and the Board's approval of the Project.
- b. Copies of all receipts and invoices showing paid-in-full ("**Receipts**") for the amounts that Grantee wants the Board to consider as qualifying for the Grant. All Receipts must clearly show the name of payment recipient, the name of the Grantee as payor, and itemize the costs.
- c. Quality photographs (preferably digital) of the completed Project.

The Board may, in its discretion, request additional documentation from the Grantee or perform a site visit of the Project before it provides final approval of the Final Report.

The Final Report shall be submitted to the DDA's contacts for notice listed on the DDA's signature page to this Agreement in electronic format.

7. **Conditions for Disbursement of Grant Funds**

The obligation of the DDA to disburse Grant funds to Grantee ("**Grant Funds**") is subject to the following requirements, conditions, and limitations:

- a. The total amount of Grant Funds that will be paid to Grantee is controlled by the total amount of recoverable costs and expenses associated with the Project as determined by the Board and this Agreement, but in no event shall the amount of the Grant Funds exceed the award amount provided in Section 3 of this Agreement.
- b. Grant Funds shall not be paid to the Grantee until after the Final Report is approved by the Board. The Board shall make reasonable efforts to consider the Final Report at the

next regular meeting of the Board following the date the Final Report is submitted for consideration.

c. The Grant shall only be used for eligible costs associated with the Project as it was approved by the Board. The Grant Funds may not be used to pay for maintenance costs, administrative costs, non-fixed assets (such as maintenance equipment or inventory), or any other costs deemed to be ineligible by the Board, at the Board's sole discretion.

d. Except as otherwise agreed to in advance by the Board in accordance with the terms of this Agreement, no material modifications may be made to the scope of the Project. Material modifications to the scope of the Project to which the Board has not agreed may result in a reduction in the amount of the Grant, including a complete reduction of the full amount of the Grant to \$0.00. "**Material modifications**" may include, but are not necessarily limited to, a reduction in the total cost of the Project, a reduction in the size or number of public components to be constructed, changes to the nature of the components to be constructed, or any other variance from the Project as presented in the Project Application. It is the sole responsibility of Grantee to inform the Board of any such modifications to the Project. The Board strongly encourages Grantee to contact the Board when the Grantee becomes aware of or wishes to make any modifications to the Project, such that the Board may evaluate whether such modification is material and subject to Board approval.

8. **Post-Project Completion: Operation and Maintenance**

Grantee shall use its best efforts to operate, manage, and maintain the Project in a reasonable state of repair for the purposes specified in the Project Application. Neither the DDA nor the City shall be liable for any costs, including future costs, arising out of or connected to the Project, including costs for maintenance and repair.

9. **Public Access**

Grantee agrees, for itself and its successors in interest, to allow public access to the publicly-accessible portions of the Project. Grantee may temporarily close such public access for construction, maintenance, emergency situations, or other reasonable purposes.

10. **Publicity and Acknowledgement**

By signing this Agreement, Grantee agrees to the following:

a. The DDA may include the name of Grantee in any publications, press releases, or other public communications (collectively, referred to as "**Public Communication**") to factually describe its support of Grantee or the Project without providing Grantee advance notice and without Grantee's prior review and written consent of the Public Communication.

b. The DDA will be recognized as a sponsor of the Project in all Public Communications made in connection with the support and funding of the Project unless the Board determines otherwise. To facilitate the foregoing, the Grantee shall provide

advance notice to the Board for its review, revisions, and consent of any intended Public Communication to be made by Grantee related to the support and funding of the Project.

c. At the Board's option and direction, Grantee shall erect and maintain a sign at a prominent location on the Property, which may be determined by the Board, acknowledging the assistance of the DDA for completing the Project. The DDA shall either provide such signs, at no cost to Grantee, or provide reproducible samples of its logo to Grantee for custom signs.

d. Grantee shall give the Board a minimum 30 days' notice of Project grand openings, dedications, and other events, and when possible, invite the Board to participate in the same.

e. At no time shall Grantee represent in any manner to the public or to any party that it is affiliated with the DDA or the City, or acting on behalf of the DDA or the City.

**11. Indemnification**

Grantee shall be responsible for and shall indemnify, defend and hold harmless the DDA, the Board, its officers, agents, contractors, and affiliates from and against all liabilities, claims, actions, demands, damages, costs, and expenses (including reasonable attorney fees and costs) arising out of or caused by (i) the negligent act, omission, or willful misconduct of Grantee, its affiliates, directors, officers, employees, and agents; or (ii) Grantee's breach of this Agreement, or any covenants, representations or warranties herein. Grantee hereby waives any and all rights to any type of express or implied indemnity or right of contribution from the City, the DDA, or any of the members, officers, agents, affiliates, or employees of the City or the DDA, for any liability resulting from, growing out of, or in any way connected with or incident to this Agreement. Grantee acknowledges that Grantee is the owner of the Project and the Property upon which it is located, or has control of the Project and the Property, and that the Board neither owns, possesses, nor controls the Project, the Property, nor the operations of the Project.

**12. Audits and Accounting**

Grantee shall maintain accounts and keep complete and accurate documents and accounting records, including, but not limited to, proposals, estimates, invoices, account statements, and receipts relating to the Project ("**Project Records**"). Grantee shall retain the Project Records for not less than three (3) years following the date of disbursement of Grant Funds under this Agreement. The Board, or its designated agent, shall have the right, upon reasonable notice to Grantee, to examine, audit, and have audited the Project Records. Grantee shall use reasonable and appropriate accounting systems in maintaining the Project Records.

**13. Inspection**

The Board, or a designated member thereof, shall have the right to inspect the Project to ascertain compliance with this Agreement.

**14. Withdrawal of Grant Funding Award; Termination of Agreement**

The Board may discontinue, modify, withhold, and withdraw, in whole or in part, the Grant Award, payment of the Grant Funds, or if Grant Funds have been disbursed to Grantee, require a

refund of payments made, and terminate this Agreement if the Board determines, in its sole and absolute discretion, that such action is necessary because:

- a. facts have arisen or situations have occurred that fundamentally alter the Board's ability to award the Grant;
- b. Grantee has not fully complied with the terms and conditions of this Agreement;
- c. material modifications in the scope or nature of the Project have occurred from what was presented in the Project Application as approved by the Board and such material modifications have not received the prior written approval of the Board;
- d. a statement or representation made by Grantee in the Project Application, this Agreement, the Final Report, or otherwise is found to be materially untrue, inaccurate, or incomplete;
- e. by action or omission, Grantee or any of Grantee's representatives committed fraud with respect to the Grant or the Grant Funds;
- f. the Final Report is not acceptable to the Board;
- g. the Project is not completed by the Completion Date, or any valid extension thereof granted by the Board; or
- h. the title to or encumbrances against the Property are or become such that Grantee is unable to complete the Project, or the Project and/or the Property are or become unavailable for public use.

The list above is not exclusive. The Board does not waive its right to discontinue, modify, withhold, withdraw, or demand a refund of payments made for any legitimate and legal purpose.

**15. Breach**

In the event that Grantee breaches any of the terms, covenants, representations, warranties, or conditions of this Agreement, the DDA may elect to enforce any and all remedies available at law or in equity, including without limitation, any of the following:

- a. withdraw the Grant and terminate this Agreement;
- b. deny Grantee eligibility for participation in future DDA grants, loans or projects;
- c. require recovery of the full amount of the Grant Funds disbursed to Grantee under this Grant Agreement, including judgment for damages; and
- d. recover reasonable attorney fees and costs, including costs of collection.

The foregoing remedies are cumulative and may be exercised independently or in combination and are not exclusive to one another or to any other remedies available at law or in equity. In the event the DDA must pursue any remedy and is the substantially prevailing party, the DDA shall be awarded its costs and reasonable attorney fees, including costs of collection.

16. **Notice**

Written notices, requests, and approvals under this Agreement must be delivered by mail or email to the other Party's contacts for notice specified on the receiving Party's signature page to this Agreement, or as otherwise directed by a Party by providing notice of such change to the other Party.

**Commented [JM2]:** Drafting Note: Confirm this information is included for both parties.

17. **Assignment**

Grantee's rights and obligations in this Agreement cannot be assigned.

18. **Governing Law and Venue**

This Agreement shall be governed by the laws of the State of Colorado, without regard to conflicts of laws principles. Venue for any dispute hereunder shall lie exclusively in a state, county, or municipal court of competent jurisdiction in the County of Teller, Colorado.

19. **No Joint Venture**

Nothing in this Agreement shall be construed to create a joint venture, partnership, agency, employer/employee, or any other relationship between the Parties except for grantor/grantee. Neither Party has any right or authority to obligate or bind the other Party in any manner whatsoever except as granted by this Agreement.

20. **Severability**

If any provision of this Agreement, or the application thereof, is found to be invalid, the remainder of the provisions of this Agreement, or the application of such provision, other than those as to which it is found to be invalid, shall remain in full force and effect.

21. **Survival**

The terms and provisions of this Agreement and the Parties' covenants hereunder shall survive the payment of the Grant Funds and the termination of this Agreement.

22. **Colorado Governmental Immunity Act**

Nothing in this Agreement shall be construed or interpreted as a waiver, either express or implied, of any of the immunities, rights, benefits, or protections provided under the Colorado Governmental Immunity Act (CGIA), as amended. The Parties agree that no provision of this Agreement shall be construed in such a manner as to reduce the extent to which the CGIA limits the liability of the DDA, the Board, its members, officers, agents and employees.

23. **Counterparts; Electronic Signatures**

This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which when taken together shall constitute one Agreement. In addition, the Parties agree to recognize signatures of this Agreement transmitted by digital signature as if they were original signatures.

24. **No Third Party Beneficiaries**

Nothing contained in this Agreement is intended to or shall create a contractual relationship with, cause of action in favor of, or claim for relief for, any third party, including any agent,

contractor or subcontractor of Grantee. The Parties hereby acknowledge and agree that this Agreement is intended only to cover the relative rights and obligations between the DDA and the Grantee, and that no third party beneficiaries are intended except for the City where expressly provided in this Agreement.

25. **Waiver**

The failure of either Party to enforce any part of this Agreement shall not be deemed a waiver of such part. No waiver shall be enforceable hereunder unless signed by the Party against whom the waiver is sought to be enforced.

26. **Authority**

Each individual executing this Agreement (the "**Signor**") represents that the Signor is expressly authorized to sign and enter into this Agreement to bind the Signor's respective Party.

27. **Entire Agreement - Amendment**

Except as expressly provided herein, this Agreement constitutes the entire agreement of the Parties. No oral understanding or agreement not incorporated in this Agreement shall be binding upon the Parties. No changes to this Agreement shall be valid unless made as an amendment to this contract, in writing, approved by the Board and signed by the Parties.

IN WITNESS WHEREOF, this Agreement is executed by the Parties on the date(s) set forth below.

*[Signature pages follow].*

[Signature page to Grant Agreement]

CITY OF WOODLAND PARK  
DOWNTOWN DEVELOPMENT AUTHORITY

\_\_\_\_\_  
Jon Gemelke, Chair

Date of execution: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Secretary

**For Mailing Notice to the DDA:**

Woodland Park Downtown Development Authority  
Attn: Board of Directors Chair  
220 W. South Ave.,  
Woodland Park, CO 80866

For Email Notice to the DDA:

Jon Gemelke [jgemelkedda@woodlandpark.gov](mailto:jgemelkedda@woodlandpark.gov)

With a copy to:

Marcus McAskin [mmcaskin@mgmfirm.com](mailto:mmcaskin@mgmfirm.com), and  
Joshua Myers [jmyers@mgmfirm.com](mailto:jmyers@mgmfirm.com)

[Signature page to Grant Agreement]

GRANTEE:

**\*LEGAL NAME OF ENTITY\***, a **\*type of entity\***

**\*Name of Person Signing\***, **\*Title with Entity\***

Date of execution: \_\_\_\_\_

**\*ADD ATTESTATION CLAUSE IF  
REQUIRED BY ENTITY'S GOVERNING  
DOCUMENTS\***

**For Mailing Notice to the Grantee:**

**\*Insert address\***

For Email Notice to the Grantee:

**\*Insert email address(es)\***

[Acknowledgement and Consent signature page to Grant Agreement]

PROPERTY OWNER ACKNOWLEDGEMENT AND CONSENT  
(\*Required if property owner is different from named Grantee)

The undersigned, as the owner of the Property (as that term is defined in this Grant Agreement) and upon which the Project is located, hereby acknowledges and consents to the terms of this Agreement and further agrees to be bound by its terms in the same manner as Grantee.

**\*INSERT LEGAL NAME OF PROPERTY  
OWNER\***

**\*Name of Person Signing\*, \*Title with Entity\***

**For Mailing Notice to the Property Owner:**

**\*Insert address\***

For Email Notice to the Grantee:

**\*Insert email address(es)\***

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**EXHIBIT A**

**[A copy of the Project Application and Board's Approval of the Project Application]**

*See attached.*

**WOODLAND PARK DOWNTOWN DEVELOPMENT AUTHORITY**

**RESOLUTION NO. 02, SERIES 2025**

**A RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE WOODLAND PARK DOWNTOWN DEVELOPMENT AUTHORITY  
ESTABLISHING A MICRO-GRANT PROGRAM AND  
AMENDMENDING THE AUTHORITY'S 2025 BUDGET AND APPROPRIATING FUNDS**

**WHEREAS**, pursuant to sections 31-25-801, *et seq.*, C.R.S. ("Act"), the Woodland Park Downtown Development Authority ("DDA") was established by Ordinance 914, Series 2001, adopted by the City Council for the City of Woodland Park, and by qualified electorate approval at a City special municipal election held September 25, 2001; and

**WHEREAS**, in accordance with C.R.S. § 31-25-807(4), the City Council, pursuant to Resolution No. 571, Series 2002, approved a plan of development for the DDA, entitled "Foundation Plan"; and

**WHEREAS**, the Act and the Foundation Plan authorize the DDA to create and implement programs that encourage private restoration, rehabilitation, and development of structures and property within the DDA's boundaries (the "District") to prevent deterioration of existing structures and property values, to prevent the growth of blighted areas, and to improve the overall appearance, condition, and function of the District; and

**WHEREAS**, the Board of Directors of the DDA ("Board") is granted all powers customarily vested in the board of directors of a corporation, including, but not limited to, the power to implement the Foundation Plan; and

**WHEREAS**, the Board desires to implement and further the objectives in the Foundation Plan by offering grants to owners of private property and businesses ("Owners") in the District that will assist the Owners with completing eligible projects that further the DDA's and Foundation Plan's objectives and purposes (the "Grant Program"); and

**WHEREAS**, the purpose of the Grant Program is to encourage Owners to restore, rehabilitate, and develop real property and structures in the District to prevent deterioration of existing structures and to improve the overall aesthetics in the District; and

**WHEREAS**, to be eligible for a grant, an applicant must meet the eligibility requirements set forth in the Grant Program, which includes the requirement that projects be located within the District; and

**WHEREAS**, the Board shall review all complete applications and determine if the proposed project meets the eligibility criteria in the Grant Program; and

**WHEREAS**, the DDA's current 2025 Budget does not include an appropriation of funds for the Grant Program, but the Board finds there are sufficient funds in the Downtown Development Authority Fund to fund the Grant Program in the amount of \$150,000.00; and

**WHEREAS**, the Board desires to approve and implement the Grant Program substantially in the form attached hereto as **Exhibit A**; and

**WHEREAS**, the Board desires to amend the DDA's 2025 Budget to appropriate funds in the amount of \$150,000.00 to fund the Grant Program.

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE  
WOODLAND PARK DOWNTOWN DEVELOPMENT AUTHORITY THAT:**

**Section 1.** The foregoing recitals are included herein for all purposes and adopted by the Board as its findings and determinations.

**Section 2.** The Board hereby: (a) approves the establishment of the DDA 2025 Mico-Grant Program ("Grant Program") pursuant to the terms and conditions set forth in the Grant Program form attached hereto as **Exhibit A**; (b) approves the form Grant Agreement attached hereto as **Exhibit B**; and (c) authorizes the DDA's Attorney, in consultation with the Chair of the Board, to revise the Grant Program and the Grant Agreement forms, and to prepare ancillary documents thereto, as necessary, that are required to implement and execute the Grant Program, as long as said revisions benefit and protect the DDA and do not increase the DDA's financial obligations or materially change the Grant Program.

**Section 3. Amendment of 2025 Budget and Appropriation of Funds.** The Board hereby recommends that City Council amend the currently adopted 2025 budget of the DDA to appropriate \$150,000.00 for the Grant Program and show same as an authorized expenditure of funds from the Downtown Development Authority Fund in 2025. Applicants will be awarded grants based on the availability of appropriated funds and the determination of the DDA that the project meets the eligibility criteria in the Grant Program.

**Section 4. Effective Date.** This resolution is effective upon its approval by the Board.

**APPROVED AND ADOPTED THIS 4<sup>TH</sup> DAY OF FEBRUARY 2025.**

By: \_\_\_\_\_  
John Gemelke, Chair

ATTEST:

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

**CITY OF WOODLAND PARK**

220 W. South Avenue

P.O. Box 9007

Woodland Park, CO 80866

719-687-9246

719-686-1010/Fax

Federal Tax ID # 84-6002740

CO Tax Exempt # 98-00978

**Please Select**

| MAIL |  | DEPT |  |
|------|--|------|--|
|      |  |      |  |



City Above the Clouds

1891

**Vendor Information**

|                     |                             |
|---------------------|-----------------------------|
| Name                | Michow Cox & McAskin LLP    |
| Address             | 5299 DTC Boulevard          |
| Address             | Suite 300                   |
| City/State/Zip Code | Greenwood Village, CO 80111 |
| Federal Tax ID #    | 81-1299804                  |

|          |                |
|----------|----------------|
| Vendor # |                |
| Contact  | Markus McAskin |
| Phone #  | (303) 459-2725 |
| Fax #    |                |

| Invoice # | Date     | Description       | Amount   | G/L Acct. #  |
|-----------|----------|-------------------|----------|--------------|
|           | 01/08/25 | WPDDA.Dec2024.001 | 1,166.50 |              |
|           |          |                   |          |              |
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|           |          |                   |          |              |
|           |          |                   | 1,166.50 | <b>TOTAL</b> |

**Special Instructions:**

30 Character Expenditure Description

|               |
|---------------|
| Legal Expense |
|---------------|

*Jan Danelke* CHAIR 1-29-25  
*Handwritten signature* 01/29/2025  
Treasurer

Date

Signature

Department Manager

City Manager

|  |  |
|--|--|
|  |  |
|  |  |

Department Manager approval required for all purchases.  
City Manager approval required for all purchases over \$1,000.00.



Matter No: 17.GC  
RE: General Counsel

**Confidential Attorney – Client  
Privileged Communication**

Woodland Park Downtown Development  
Authority  
Chair/Treasurer  
220 W. South Avenue  
Woodland Park, CO 80866 US

Invoice Date: 01/08/2025  
Invoice Number: WPDDA.Dec2024.001  
Federal Tax ID No: 81-1299804

| Date       | Attorney           | Description                                                                                                                                                                          | Hours | Rate   | Amount |
|------------|--------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|--------|--------|
| 12/03/2024 | M. McAskin - WPDDA | Prepare for and attend 12/03 Board meeting (via Zoom) [note, no quorum]. Follow up A. Vassalotti re grant program.                                                                   | 1:03  | 270.00 | 283.50 |
| 12/10/2024 | M. McAskin - WPDDA | Email J. Myers re grant program, request to draft grant agreement (required to be executed as condition of grant award) (.25), follow up email A. Vassalotti re grant program (.15). | 0:24  | 270.00 | 108.00 |
| 01/03/2025 | J. Myers - WPDDA   | Phone call w/ J. Gemelke and T. Perry re: expanding MGM's scope of work in 2025 and the micro grant program; email notes of phone call to M. McAskin.                                | 0:54  | 250.00 | 225.00 |
| 01/06/2025 | J. Myers - WPDDA   | Review agenda and prepare for DDA Board Meeting; review memorandum to board members re: micro grant program and the draft of the micro grant program.                                | 1:12  | 250.00 | 300.00 |
| 01/07/2025 | J. Myers - WPDDA   | Attend (via Zoom) regular monthly meeting of the Board.                                                                                                                              | 1:00  | 250.00 | 250.00 |



Message:

Subtotal:

Discount:

Sales Tax:

Deposits:

Payments/Credits:

Balance Due:

\$1,166.50