



# City of Woodland Park Downtown Development Authority

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**March 11, 2025, at 7:30 AM**  
City Hall, Council Chambers  
220 W. South Ave., Woodland Park, CO 80863

## **AGENDA**

- 1. CALL TO ORDER AND ROLL CALL**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ADDITIONS, DELETIONS OR CORRECTIONS TO AGENDA**
- 4. CONSENT AGENDA**
- 5. PUBLIC COMMENT ON ITEMS NOT ON AGENDA**
- 6. UNFINISHED BUSINESS**
  - a. None
- 7. NEW BUSINESS**
  - a. TAVA update (TAVA Representative)
  - b. Micro-Grant Program (Gemelke/Myers)
- 8. PUBLIC COMMENT REGARDING NEW BUSINESS**
- 9. REPORTS**
  - a. Board Chair Report
  - b. Treasurer Report
  - c. Board Member Reports
  - d. DDA Attorney's Report
    - i. TIF Agreements – Review and report
    - ii. DDA Budget – Creating formal process of Board re: adoption procedures.
    - iii. Action Minutes – Discuss option of using “action minutes” instead of “comprehensive minutes”
- 10. ADJOURNMENT**

# Agenda Item

7.b.



City of Woodland Park  
Downtown Development Authority  
Board of Directors Communication Form

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**FROM:** Joshua Myers, Assistant DDA Attorney

**DATE:** March 06, 2025 (For the March 11, 2025, Board Meeting)

**ITEM:** 7.b. – Micro-Grant Program

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**EXECUTIVE SUMMARY OF AGENDA ITEM**

The purpose of this Agenda Item is to provide the Board with informational copies of all of the final 2025 Micro-Grant Program documents. No action is required of the Board.

**BACKGROUND / PREVIOUS ACTION OF BOARD**

On February 04, 2025, at the regular meeting of the Board of Directors (“Board”) of the Woodland Park Downtown Development Authority (“DDA”), the Board approved Resolution 02, Series 2025, Establishing a Micro-Grant Program and Amending the Authority’s 2025 Budget and Appropriating Funds (“Res 02”).

By approving Resolution 02, Series 2025, the Board: (1) approved the establishment of the DDA 2025 Micro-Grant Program; (2) approved the draft of the Grant Program (attached to Res 02 as Exhibit A); (3) approved the Grant Agreement form (attached to Res 02 as Exhibit B), conditioned on the removal of Subsection c. of Section 10 – Publicity and Acknowledgement; and (4) authorized the DDA’s attorney, in consultation with the Chair of the Board, to revise the Grant Program draft and the Grant Agreement forms, and to prepare ancillary documents thereto, that are necessary 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.

**DISCUSSION**

The ancillary documents that are necessary to implement the Grant Program were prepared and are attached as exhibits to the Grant Program. Further, the Grant Program and the Grant Agreement were revised as discussed below.

**Grant Program – Revisions**

Along with minor technical and legal revisions, the Grant Program was revised based on the discussion of the Board at the February 4<sup>th</sup> meeting. The revisions made do not increase the DDA’s financial obligations or materially change the Grant Program. The revisions provide clarity to provisions that were already part of the Grant Program.

The Grant Program exhibits (the ancillary documents) were prepared and attached to the Grant Program.

**Grant Agreement – Forms**

The original Section 10 (now Section 11) was revised to remove the original Subsection c., as directed by the Board. Other technical and legal revisions were made to the Grant Agreement forms. A copy of the final Grant Agreement forms are attached to the Grant Program as Exhibits C-1 and C-2.

**NEXT STEP(S)**

Grant Applications will be received by City Staff, per Section 6 in the Grant Program. Complete applications will be considered by the Board at its regular meeting on May 06, 2025.

**FISCAL IMPACTS**

No new fiscal impacts.

**LEGAL ISSUES**

None.

**ACTION OF BOARD**

No further action is required of the Board at this time.

**SUGGESTED MOTION**

N/A

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**Attachment(s)**

- **Woodland Park Downtown Development Authority 2025 Micro-Grant Program (Final) and Exhibits A through E thereto.**



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

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

### 1. 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 (“**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; to discourage the growth of blight; 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.)*

### 2. ABOUT THE 2025 MICRO-GRANT PROGRAM

The Program will promote multiple of the DDA’s priorities in the DDA’s 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, as provided below (“**Project**”). The max grant amount for a Project is up-to Five Thousand Dollars (\$5,000.00) (“**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, aesthetics, and public experience 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.

### 3. 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) bonds; (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.)*

### 4. ELIGIBILITY REQUIREMENTS

#### A. 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 the Application, the Grant Agreement, and the applicable Landowner Certificate (See exhibits attached hereto), and authorize 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 (see exhibits attached hereto).

A natural person applicant must be 18 years or older.

An applicant that is not a natural person (*i.e.*, an “entity”) must designate a natural person to apply for a Grant on behalf of the entity. 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 taxes are ineligible to apply. 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.

#### B. Eligible Projects

The intent of the Grant is to encourage the completion of *new* Projects in the District. 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* or *must provide a direct benefit 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:

- i. Repair or replacement of exterior features and architectural elements.
- ii. Storefront conversion.
- iii. Painting, subject to design controls of the City.
- iv. Installation or repair of awnings, canopies, lighting, and signage.
- v. Restoration of exterior historic elements.
- vi. Exterior landscaping.
- vii. Addition of permanent exterior seating and railings.
- viii. 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. As used in this Program, “**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; and may include components of systems that benefit Customer Facing spaces, such as a furnace, if there is a reasonable relation between the system component and a public benefit.

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, including the obtaining of approval and permits, if permits are required, from the City for the Project.

#### C. 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:

- i. Deferred maintenance.
- ii. Interior renovation work to commercial property that is not Customer Facing.
- iii. Interior renovation work to residential property.
- iv. Any Project that does not comply with the City’s regulations.

## 5. THE GRANT

#### A. 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 City as designated in the application procedures below. 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. The amount of the Grant shall be based on the reasonable estimated cost of the Project, which shall be provided by the applicant with the application materials. 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 \$4,000 for the Project based on the estimated cost of the Project provided by the applicant. The actual cost of the Project is \$3,500, but only \$3,000 meets the criteria to be “recoverable costs and expenses.” The grant payment shall be \$3,000.)

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 Grant funds for the cost of purchasing the tables.)

**B. Recoverable Costs / Expenses**

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

- i. Professional service fees (*e.g.*, designer, architect);
- ii. Labor and materials necessary to complete the Project;
- iii. Eligible system components (must have a reasonable connection to a public benefit within the District); and
- iv. Other costs and expenses that are paid in connection with completing the approved Project (does not include any fees paid to the City in connection with 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 private funding.

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

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

- i. Project must be completed within 120 days\* of Grant approval by the Board;
- ii. 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;
- iii. A fully executed Grant Agreement with the DDA in the form approved by the DDA (attached hereto as **Exhibit C-1** and **Exhibit C-2**), as may be revised by the DDA’s attorney, must be entered by all necessary parties; and
- iv. The Final Report must be submitted to and approved by the Board following the completion of the Project (see **Exhibit E** attached hereto).

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

**\*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.

## **6. TO APPLY (APPLICATION PROCEDURES & DEADLINES)**

Interested applicants are highly encouraged to first call Kimberly Burleson with the City of Woodland Park, (719) 412-3432, to discuss the required documents to submit a complete application.

Applications must be submitted to the Kimberly Burleson, Budget Director, City of Woodland Park (“**Application Intake**”). Submit your Grant Application (See **Exhibit B** attached hereto) with all required documents via email at [kburleson@woodlandpark.gov](mailto:kburleson@woodlandpark.gov) [with a copy to Kristen Higginbotham at [khigginbotham@woodlandpark.gov](mailto:khigginbotham@woodlandpark.gov).]

Applications must be received by **5:00 PM on Friday, April 18, 2025 (“Initial Submission”)**. The Initial Submission shall be reviewed by Application Intake 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.

The Board will review complete applications and determine a Project’s eligibility in the order that complete applications are received by Application Intake. The Board will review and decide complete applications no earlier than its regular meeting on Tuesday, May 06, 2025. Written notice of the Board’s decision will be sent to the applicant following the Board’s decision on the complete application.

**The Board’s approval of a Grant application, its issuance of any notice of award, and any representation of statement by the Board, its members, officers, and agents shall not, in any way, be construed as the City’s approval of the Project. The Board will not review Projects for compliance with the City’s regulations. The applicant is responsible for obtaining the City’s approval and all necessary permits from the City before commencing the Project, which said approvals and permits may be denied by the City if the Project does not comply with the City’s regulations. An applicant is acting at the applicant’s own risk if the applicant commences work on the Project or expends funds on the Project prior to obtaining the City’s approval and all necessary permits because Grant funds will not be paid on Projects that are not approved and permitted by the City.**

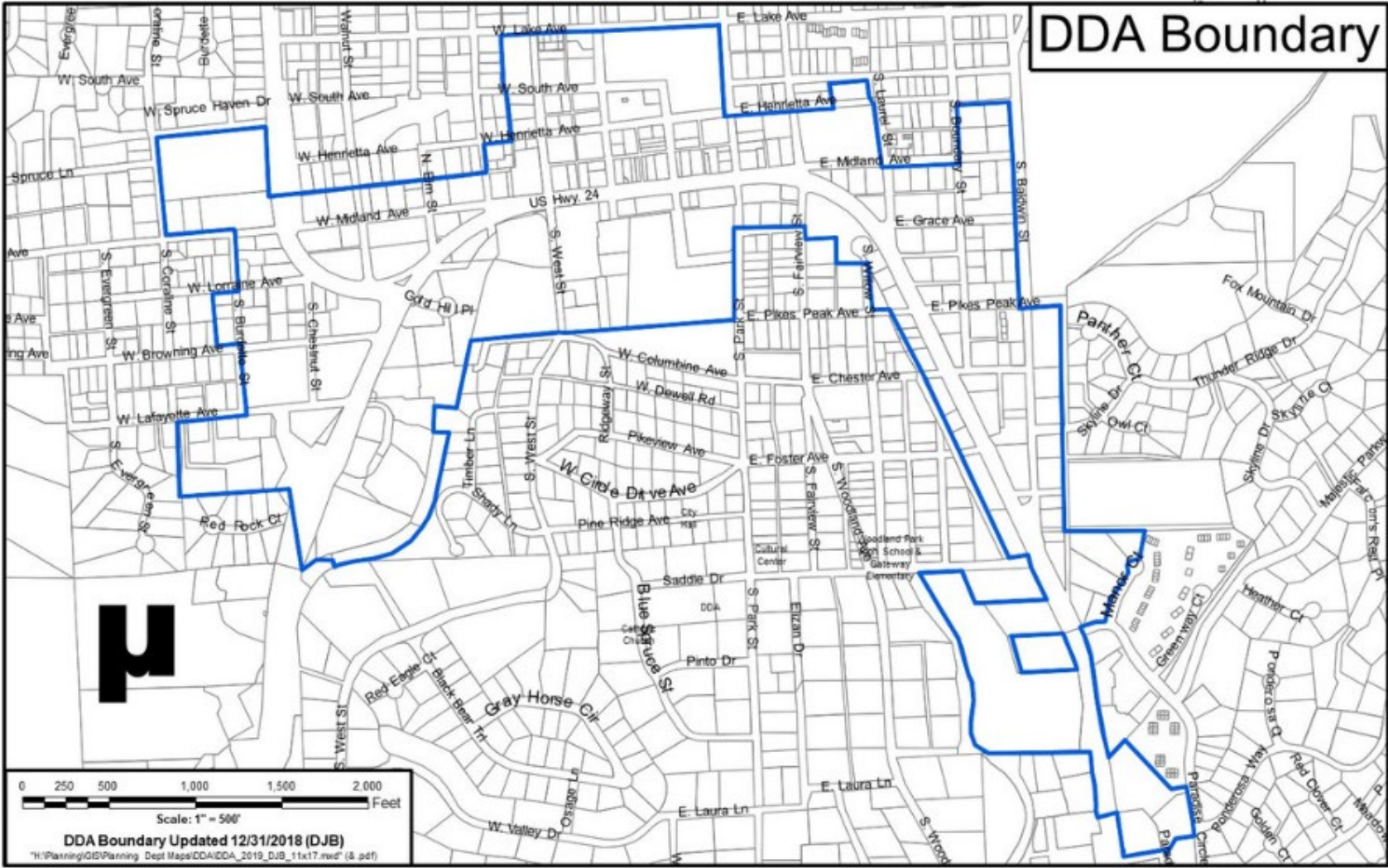


**Woodland Park**  
City Above the Clouds | 1891

## **EXHIBITS**

|              |                                                                        |
|--------------|------------------------------------------------------------------------|
| Exhibit A:   | DDA Boundary Map                                                       |
| Exhibit B:   | Grant Application                                                      |
| Exhibit C-1: | Grant Agreement – Entity                                               |
| Exhibit C-2: | Grant Agreement – Natural Person                                       |
| Exhibit D-1: | Landowner Certificate of Ownership and Statement of Authority          |
| Exhibit D-2: | Landowner Certificate of Ownership and Designation of Authorized Agent |
| Exhibit E:   | Final Report (example)                                                 |

## Exhibit A to Woodland Park DDA 2025 Micro-Grant Program





Downtown Development Authority  
2025 Micro-Grant Program Application

**APPLICANT INFORMATION**

Applicant Name:

Project Address:

Business Name (if applicable):

Land/Building Owner (if different than applicant name):

Applicant Phone:

Applicant Email Address:

Applicant Mailing Address (if different than Project Address):

**Application Materials Checklist**

The following must be included in your application packet that is submitted to the City.

- ☐ Application (completed and signed).
- ☐ Photos of the Site for the Project.
- ☐ Contractor proposals for the improvements or services (minimum of 2) that provides an itemized estimate of costs.
- ☐ List of all Board Members of Entity (if applicable) and Business Owners (if applicable)
- ☐ Fully executed:  
Landowner Certificate of Ownership and Designation of Authorized Agent (Landowner is Natural Person) – OR –  
Landowner Certificate of Ownership and Statement of Authority (Landowner is an Entity)
- ☐ A copy of the appropriate Grant Application executed by the applicant and owners, as applicable.  
If applicant is an Entity or an agent of an Entity, complete and sign Exhibit C-1 to the Program.  
If applicant is a Natural Person and not an authorized agent of an Entity, complete and sign Program Exhibit C-2.

**PROJECT DESCRIPTION**

Write a narrative describing your project, including how the project will benefit the District, and how the project fits the DDA's priorities as identified in the Program. Provide specific information about what improvements the finished Project will include that you believe are within the scope of reimbursable costs.

(Please use the information in the Program as a guide.)

\*Include additional sheets if more room is needed.

**TIMELINE**

Proposed project start date:

Proposed project end date:

**BUDGET**

Total estimated project cost:

Total estimate of eligible expenses (see information packet):

Total grant request (up to \$5,000\*):

\*Reimbursement will only be made for paid eligible costs even if the grant award is more than the eligible costs.

**APPLICANT CERTIFICATION / AUTHORIZATION**

I have read the Woodland Park Downtown Development Authority 2025 Micro-Grant Program and attest that the information included in this application is accurate to the best of my knowledge. I understand that grants are not guaranteed and are up to the sole determination of the Downtown Development Authority's Board of Directors.

Applicant Signature

Date

Landowner/Business Owner Signature (if applicable)

Date

**THIS SECTION FOR DDA USE ONLY**

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

Initial Application Complete: ☐ Yes ☐ No

If Initial Application Submittal is Not Complete, explain:

Date Complete Application Received (if different than Date Initial Application): \_\_\_\_\_

Complete Application Number: \_\_\_\_\_

Grant Approved By DDA Board: ☐ Yes ☐ No Maximum Amount of Grant Awarded: \$ \_\_\_\_\_

## GRANT AGREEMENT

**Property Address or County Parcel ID (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 (State of formation/organization) \_\_\_\_\_ (type of entity, e.g., corporation, nonprofit, LLC, general partnership, a trust) \_\_\_\_\_, with a principal address at \_\_\_\_\_ (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 both of the Parties have signed this Agreement (the “**Effective Date**”).

## 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 Notice of Award, copies of which are attached hereto as **Exhibit A** and **Exhibit B**.
- 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. Incorporation of Program**

The provisions in the Program are hereby incorporated into the terms of this Agreement. In the event of any conflict between this Agreement and the Program, the more restrictive provision shall apply unless expressly stated otherwise.

**3. Representations and Warranties of Grantee**

Grantee represents, warrants, and affirms that Grantee:

- a. is duly formed or organized, qualified to do business in Colorado, 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 owner or authorized representative of the owner of the Property (as that term is defined above), and that the Property is located within the boundaries of the DDA;
- 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 shall complete all actions necessary to obtain City approval and all necessary permits required for the Project prior to commencing work or expending funds on the Project; and
- h. Grantee does not discriminate against any individual or entity on the basis of any protected characteristics.

4. **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 the grant amount stated in the Board's Notice of Award, a copy of which is attached hereto as **Exhibit B**, 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.

5. **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. Grantee shall obtain all necessary approvals and permits from each governing entity that has jurisdiction over the Property, which includes, but is not limited to, the City, related to the commencement and completion of the Project ("**Required Approvals**").

6. **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, and pursuant to the procedures in the Program. 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.

7. **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, as may be modified by Required Approvals, have been built and are ready for their intended use and when all Required Approvals have been obtained.

Grantee shall include the following documents and information in 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 itemized 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.

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

The obligation of the DDA to approve the disbursement of 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 4 of this Agreement.
- b. Grant Funds shall not be paid to the Grantee until after the Final Report is approved by the Board and payment is made by the City. 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, at the discretion of the Board. "**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, so that the Board may evaluate whether such modification is material and subject to Board approval.

**9. 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.

**10. 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.

**11. 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 the Board’s review, revisions, and consent of any intended Public Communication to be made by Grantee related to the support and funding of the Project.
- c. 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.
- d. 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.

**12. 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.

**13. 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.

**14. Inspection**

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

**15. 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.

**16. 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.

**17. 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.

**18. Assignment**

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

**19. 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.

**20. 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.

**21. 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.

**22. 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.

**23. 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.

**24. 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.

**25. 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.

**26. 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.

**27. Authority**

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

**28. 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 on the Party’s signature page.

*[Signature pages follow].*

[Signature page to Grant Agreement]

**CITY OF WOODLAND PARK  
DOWNTOWN DEVELOPMENT AUTHORITY**

\_\_\_\_\_  
Jon Gemelke, Chair, Board of Directors

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

ATTEST:

\_\_\_\_\_  
Secretary

**For Mailing Notice to the DDA:**

Woodland Park Downtown Development Authority  
Attn: Board of Directors  
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)

Joshua Myers [jmyers@mgmfirm.com](mailto:jmyers@mgmfirm.com)

[Signature page to Grant Agreement]

**GRANTEE:**

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

Signor's Printed Name: \_\_\_\_\_

Signor's Title: \_\_\_\_\_

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

**ATTEST:**

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

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

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

**For Mailing Notice to the Grantee:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**For Email Notice to the Grantee:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

[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 to be completed, 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.

Legal Name of Entity, including State and Entity  
Type (if applicable):

---

Signature of Authorized Representative – OR –  
Signature of Property Owner:

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Printed Name of Authorized Representative – OR –  
Printed Name of Property Owner:

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Title of Authorized Representative (if applicable):

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

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

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**EXHIBIT A**

**[A copy of the Project Application.]**

*See attached.*

**EXHIBIT B**

**[A copy of the Board's Notice of Award.]**

*See attached.*

**GRANT AGREEMENT**

**Property Address or County Parcel ID (the “Property”):**

\_\_\_\_\_

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 Grantee) \_\_\_\_\_, with a principal address at \_\_\_\_\_ (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 both of the Parties have signed this Agreement (the “**Effective Date**”).

**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 Notice of Award, copies of which are attached hereto as **Exhibit A** and **Exhibit B**.
- 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. Incorporation of Program**

The Program is hereby incorporated into the terms of this Agreement. In the event of any conflict between this Agreement and the Program, the more restrictive provision shall apply unless expressly stated otherwise.

**3. Representations and Warranties of Grantee**

Grantee represents, warrants, and affirms that Grantee:

- a. is a natural person and 18 years or older;
- b. has full and lawful authority to enter into, and comply with the terms of, this Agreement, and performance of this Agreement will not violate any agreement or obligation between Grantee and any third party;
- c. is the owner or authorized representative of the owner of the Property (as that term is defined above), and that the Property is located within the boundaries of the DDA;
- 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. 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
- f. Grantee shall complete all actions necessary to obtain City approval and all necessary permits required for the Project prior to commencing work or expending funds on the Project; and
- g. Grantee does not discriminate against any individual or entity on the basis of any protected characteristics.

**4. 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 the grant amount stated in the Board's Notice of Award, a copy of which is attached hereto as **Exhibit B**, 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.

**5. 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. Grantee shall obtain all necessary approvals and permits from each governing entity that has jurisdiction over the Property, which includes, but is not limited to, the City, related to the commencement and completion of the Project ("**Required Approvals**").

**6. 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, and pursuant to the procedures in the Program. 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.

**7. 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, as may be modified by Required Approvals, have been built and are ready for their intended use and when all Required Approvals have been obtained.

Grantee shall include the following documents and information in 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 itemized 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.

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

The obligation of the DDA to approve the disbursement of 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 4 of this Agreement.
- b. Grant Funds shall not be paid to the Grantee until after the Final Report is approved by the Board and payment is made by the City. 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, at the discretion of the Board. “**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, so that the Board may evaluate whether such modification is material and subject to Board approval.

**9. 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.

**10. 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.

**11. 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 the Board’s review, revisions, and consent of any intended Public Communication to be made by Grantee related to the support and funding of the Project.

c. 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.

d. 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.

## **12. 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.

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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.

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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.

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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.

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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.

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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.

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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.

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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.

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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.

**24. 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.

**25. 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.

**26. 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.

**27. Authority**

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

**28. 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 on the Party’s signature page.

*[Signature pages follow].*

[Signature page to Grant Agreement]

**CITY OF WOODLAND PARK  
DOWNTOWN DEVELOPMENT AUTHORITY**

\_\_\_\_\_  
Jon Gemelke, Chair, Board of Directors

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

ATTEST:

\_\_\_\_\_  
Secretary

**For Mailing Notice to the DDA:**

Woodland Park Downtown Development Authority  
Attn: Board of Directors  
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)

Joshua Myers [jmyers@mgmfirm.com](mailto:jmyers@mgmfirm.com)

[Signature page to Grant Agreement]

**GRANTEE:**

\_\_\_\_\_

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

**For Mailing Notice to the Grantee:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**For Email Notice to the Grantee:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

[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 to be completed, 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.

Legal Name of Entity, including State and Entity  
Type (if applicable):

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Signature of Authorized Representative – OR –  
Signature of Property Owner:

---

Printed Name of Authorized Representative – OR –  
Printed Name of Property Owner:

---

Title of Authorized Representative (if applicable):

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

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

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**EXHIBIT A**

**[A copy of the Project Application.]**

*See attached.*

**EXHIBIT B**

**[A copy of the Board's Notice of Award.]**

*See attached.*

**LANDOWNER CERTIFICATE OF OWNERSHIP AND  
STATEMENT OF AUTHORITY**

The entity named below (“Entity”) is the owner of the real property identified below (“Property”). The Entity is submitting or approves the submission of an application for a grant connected to the Woodland Park Downtown Development Authority’s 2025 Micro-Grant Program (“Program”). The Entity agrees to be bound by the representations made in the application and the final decision of the Board of Directors (“Board”) of the Woodland Park Downtown Development Authority (“DDA”). The Entity acknowledges that it will be a required party to the Grant Agreement that is attached to the Grant Program and approved by the Board.

Further, to the best of the Entity’s knowledge:

- 1. All assessments and taxes, of any type or classification, that are due on the Property, and any business thereon, are paid in full and not delinquent; and
- 2. The use of the Property and the structures on the Property are in compliance with the City’s zoning, subdivision, and building regulations, including the City’s nonconforming use regulations (“City Regulations”) or the Grant will be used on a Project that will bring the Property into compliance with the City Regulations.

**Entity Information**

Legal Name of Entity: \_\_\_\_\_

The Entity is a (corporation, nonprofit, LLC, a trust): \_\_\_\_\_

Jurisdiction of Formation/Organization: \_\_\_\_\_

Property Address or Parcel ID: \_\_\_\_\_

*If Applicable:*

Name of Business: \_\_\_\_\_

Name of Business Owner: \_\_\_\_\_

**Authorized Representative**

The name and position of the person authorized to execute instruments conveying, encumbering, or otherwise affecting title to real property on behalf of the Entity is:

\_\_\_\_\_

This Statement of Authority is executed on behalf of the Entity pursuant to the provisions of C.R.S. § 38-30-172.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_ 2025.

Legal Name of Entity:

\_\_\_\_\_

Signature of Authorized Representative:

\_\_\_\_\_

Printed Name of Authorized Representative:

\_\_\_\_\_

Title of Authorized Representative:

\_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_ 2025, by  
(name) \_\_\_\_\_, as (title) \_\_\_\_\_ of (entity  
name) \_\_\_\_\_, a (state of formation/organization and type of  
company) \_\_\_\_\_.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

**LANDOWNER CERTIFICATE OF OWNERSHIP AND  
DESIGNATION OF AUTHORIZED AGENT**

I am the owner of the real property identified below ("Property"). I am submitting or approve the submission of an application for a grant connected to the Woodland Park Downtown Development Authority's 2025 Micro-Grant Program ("Program"). I agree to be bound by the representations made in the application and the final decision of the Board of Directors ("Board") of the Woodland Park Downtown Development Authority ("DDA"). I acknowledge that I will be a required party to the Grant Agreement that is attached to the Grant Program and approved by the Board.

Further, I declare under penalty of perjury the following:

1. All assessments and taxes, of any type or classification, that are due on the Property are paid in full and not delinquent; and
2. To the best of my knowledge, the use of the Property and the structures on the Property are in compliance with the City's zoning, subdivision, and building regulations, including the City's nonconforming use regulations ("City Regulations") or the Grant will be used on a Project that will bring the Property into compliance with the City Regulations.

**Property**

The commonly known address or County Parcel ID for the Property is:

---

**Designation of Authorized Agent** (*\*Leave blank if applicant and landowner are the same.*)

Further, I authorize the applicant identified below to act as my representative through this application process.

Printed Name of Authorized Agent: \_\_\_\_\_

I declare under penalty of perjury under the law of Colorado that the foregoing is true and correct.

EXECUTED this \_\_\_\_ day of \_\_\_\_\_ 2025, at \_\_\_\_\_.  
(The City and County where located when signing.)

Signature of Owner:

---

Printed Name of Owner:

---

**FINAL REPORT**  
Woodland Park Downtown Development Authority  
2025 Micro-Grant Program

The undersigned hereby submits this Final Report to the Board of Directors (“Board”) for the Woodland Park Downtown Development Authority (“DDA”) and states as follows:

1. The Project, as approved by the Board in the Board’s Notice of Award enclosed herewith (“Board Approval”), is complete.
2. The Project was completed in conformity with the Board Approval.
3. The Project was completed in compliance with all governmental regulations, including City review and permitting, as applicable. Copies of applicable approvals and permits are included with this Final Report.
4. All costs and expenses sought for reimbursement have been paid in full, as evidenced by the copies of the receipts, paid invoices, and other instruments submitted with this Final Report.
5. The photographs provided with this Final Report are a true and accurate portrayal of the status of the Project.

The undersigned requests that the Board consider this Final Report for approval at its next available regular meeting.

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

Signor’s Printed Name: \_\_\_\_\_

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

Enclosures:

- Copy of the Board’s Notice of Award and, if applicable, all approved modifications.
- Copy of the Grant Agreement
- Copies of governmental approvals and permits (if applicable)
- Proof of payment for reimbursable costs
- Pictures of the completed Project

Agenda Item

Treasurer Report

**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                     |                          |
|--------------------------|--------------------------|--------------------------|--------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

**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. #  |
|-----------|----------|-------------------|----------|--------------|
|           | 06/25/24 | WPDDA.Jan2025_001 | 7,077.25 |              |
|           |          |                   |          |              |
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|           |          |                   |          |              |
|           |          |                   |          |              |
|           |          |                   | 7,077.25 | <b>TOTAL</b> |

**Special Instructions:**

30 Character Expenditure Description

Legal Expense

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: 02/04/2025  
Invoice Number: WPDDA.Jan2025.001  
Federal Tax ID No: 81-1299804

| Date       | Attorney           | Description                                                                                                                                                                                                                                                                                                                                                        | Hours | Rate   | Amount |
|------------|--------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|--------|--------|
| 01/07/2025 | M. McAskin - WPDDA | Review J. Myers email (re meeting summary); meeting with J. Myers re grant program and DDA request for additional admin/legal support.                                                                                                                                                                                                                             | 0:24  | 285.00 | 114.00 |
| 01/09/2025 | J. Myers - WPDDA   | Review the WP-DDA Bylaws and research Colorado Revised Statutes re: procedures for member resignation, appointment to fill vacancies, and electing officers of the Board; confer with M. McAskin re: same; begin drafting email to J. Gemelke and T. Perry re: same.                                                                                               | 1:24  | 260.00 | 364.00 |
| 01/09/2025 | M. McAskin - WPDDA | Meeting J. Myers re T. Perry resignation, next steps; discuss grant program agreement.                                                                                                                                                                                                                                                                             | 0:15  | 285.00 | 71.25  |
| 01/10/2025 | J. Myers - WPDDA   | Tc w/ T. Perry re date for resignation and transfer of Treasurer responsibilities.                                                                                                                                                                                                                                                                                 | 0:24  | 260.00 | 104.00 |
| 01/13/2025 | J. Myers - WPDDA   | Email correspondence w/ T. Perry re his resignation from the DDA Board [.1]; email to A. Vassalotti, J. Gemelke, and T. Perry re: next steps to fill vacancy on DDA Board following T. Perry's resignation, and requesting information re: administrative role [.6]. Email to A. Vassalotti re: specifics of \$25,000 DDA grant to the City of Woodland Park [.1]. | 0:48  | 260.00 | 208.00 |
| 01/14/2025 | J. Myers - WPDDA   | Review the DDA's Bylaws to become familiar with the operations of the Board and the powers and duties of the Officers of the Board [.7]. Draft correspondence to J. Gemelke re: Bylaws' requirements re: Treasurer,                                                                                                                                                | 1:18  | 260.00 | 338.00 |



**MICHOW | GUCKENBERGER | McASKIN**  
ATTORNEYS AT LAW

|            |                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |      |        |          |
|------------|-----------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|--------|----------|
|            |                       | and re: assignability of Treasurer's duties and authority [.6].                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |      |        |          |
| 01/16/2025 | J. Myers - WPDDA      | Prepare notice for posting re work session to discuss implementing micro-grant program; email to J. Gemelke, T. Perry, and A. Vassalotti re: posting notice of same.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 0:24 | 260.00 | 104.00   |
| 01/17/2025 | J. Myers - WPDDA      | Prepare presentation for work session on micro-grant programs and begin drafting the Resolution of the Board approving the DDA's 2025 Micro-Grant Program.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 1:36 | 260.00 | 416.00   |
| 01/20/2025 | M. McAskin - WPDDA    | Review and respond to J. Myers emails (re WPDDA 2025 budget questions).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | 0:15 | 285.00 | 71.25    |
| 01/20/2025 | J. Myers - WPDDA      | Continue preparing for work session on the DDA's proposed 2025 micro-grant program.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | 2:00 | 260.00 | 520.00   |
| 01/21/2025 | J. Myers - WPDDA      | Travel to and attend the DDA's work session re: the DDA's proposed 2025 micro-grant program.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 4:00 | 260.00 | 1,040.00 |
| 01/21/2025 | M. McAskin - WPDDA    | Debrief with J. Myers regarding Jan 21 work session (re grant program). Discuss 2025 budget amendments and review 31-25-807.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 0:54 | 285.00 | 256.50   |
| 01/21/2025 | J. Myers - WPDDA      | Research secondary sources re use of tax increment revenues for grant funds; confer w/ M. McAskin re same.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 2:00 | 260.00 | 520.00   |
| 01/21/2025 | Mileage Reimbursement | J. Myers: mileage reimbursement to travel to and from DDA's work session re DDA's proposed 2025 micro-grant program.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 145  | 0.70   | 101.50   |
| 01/22/2025 | J. Myers - WPDDA      | Micro Grant Program: for the purpose of determining the method of funding the DDA's 2025 Micro-Grant Program, conduct fact investigation and review files to locate 2012 and 2018 bond financing documents and IGA between the City and the DDA re loans, and review and analyze same re DDA's authority to use DDA funds [2.0]. Search for and review ordinances of the City of Woodland Park establishing the DDA and creating the Special Fund for property tax increment revenues [.5]. Email to M. McAskin re analysis of 2012 and 2018 bond agreements re: allowed uses of bond proceeds and procedures required for use of property tax increment revenue funds [.5]. Review the DDA's Foundation Plan re allowed funds for financing DDA projects; email to M. McAskin re recommended procedure for funding the DDA Micro-Grant Program [.5]. | 3:30 | 260.00 | 910.00   |
| 01/22/2025 | M. McAskin - WPDDA    | Review and respond to J. Myers emails, preliminary review of 2012 and 2012 bond documents and Council ordinances approving same.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 0:27 | 285.00 | 128.25   |



**MICHOW | GUCKENBERGER | MCASKIN**  
ATTORNEYS AT LAW

|            |                    |                                                                                                                                                                                                                                                                                                     |      |        |          |
|------------|--------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|--------|----------|
| 01/23/2025 | J. Myers - WPDDA   | Micro Grant Program Funding: confer w/ M. McAskin re bond instruments, tax increment funds, and authority of DDA to create indebtedness for grant funds.                                                                                                                                            | 1:00 | 260.00 | 260.00   |
| 01/23/2025 | M. McAskin - WPDDA | Meeting with J. Myers regarding DDA budget amendment (for grant program) and related issues.                                                                                                                                                                                                        | 0:36 | 285.00 | 171.00   |
| 01/23/2025 | J. Myers - WPDDA   | Micro Grant Program: revise drafted Micro Grant Program and technical application submittal requirements.                                                                                                                                                                                           | 1:36 | 260.00 | 416.00   |
| 01/27/2025 | J. Myers - WPDDA   | Micro-Grant Program: complete second draft of the Micro-Grant Program based on feedback of the Board during the work session; email same to City staff and J. Gemelke for review.                                                                                                                   | 3:06 | 260.00 | 806.00   |
| 01/27/2025 | J. Myers - WPDDA   | Micro Grant Program: draft Grant Agreement.                                                                                                                                                                                                                                                         | 1:06 | 260.00 | 286.00   |
| 01/28/2025 | J. Myers - WPDDA   | Micro Grant Program: complete draft of Grant Agreement for Entities [1.5]. Complete draft of Grant Agreement for Natural Persons [1.5]. Draft DDA's Resolution Approving Grant Program [1.0].                                                                                                       | 4:00 | 260.00 | 1,040.00 |
| 01/28/2025 | M. McAskin - WPDDA | Review and revise grant agreement (form agreement), email J. Myers re same.                                                                                                                                                                                                                         | 0:45 | 285.00 | 213.75   |
| 01/29/2025 | J. Myers - WPDDA   | Continue searching through DDA records to locate and review the DDA's organization documents re authority to implement a grant program for the purpose of drafting the Resolution.                                                                                                                  | 1:12 | 260.00 | 312.00   |
| 01/29/2025 | M. McAskin - WPDDA | Meeting J. Myers re 2025 budget amendment (re microgrant program and DDA grant to City to fund consultant study); discuss 2026 and future year budget review and adoption process (for DDA Board), to comply with Title 29 requirements.                                                            | 0:24 | 285.00 | 114.00   |
| 01/30/2025 | J. Myers - WPDDA   | Continue drafting DDA's Resolution approving the 2025 Micro-Grant Program; revise the drafted 2025 Micro-Grant Program; revise the Grant Agreements; and confer w/ M. McAskin re: same.                                                                                                             | 2:06 | 260.00 | 546.00   |
| 01/30/2025 | M. McAskin - WPDDA | Emails to J. Myers re WPDDA budget approval process (2026 and future years); meeting with J. Myers re resolution approving microgrant program.                                                                                                                                                      | 0:21 | 285.00 | 99.75    |
| 01/31/2025 | J. Myers - WPDDA   | Draft DDA Resolution for Posting Notice of Meetings per Open Meetings Law; complete draft of the DDA's Resolution approving the 2025 Micro-Grant Program; draft and send email to J. Gemelke, A. Vassalotti, and City staff transmitting documents for review and posting with agenda for the DDA's | 2:06 | 260.00 | 546.00   |



MICHOW | GUCKENBERGER | McASKIN  
ATTORNEYS AT LAW

|  |  |                                        |  |  |  |
|--|--|----------------------------------------|--|--|--|
|  |  | Board meeting on Tuesday, February 04. |  |  |  |
|--|--|----------------------------------------|--|--|--|

Message:

A courtesy discount of \$3,000.00 has been applied to this invoice.

Subtotal: 10,077.25

Discount: -3,000.00

Sales Tax:

Deposits:

Payments/Credits:

Balance Due: \$7,077.25