



City of Woodland Park
Downtown Development Authority

Tuesday, March 03, 2026, at 7:30 AM
City Hall, Council Chambers
220 W. South Ave., Woodland Park, CO 80863

REGULAR MEETING AGENDA

1. CALL TO ORDER AND ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. ADDITIONS, DELETIONS, OR CORRECTIONS TO AGENDA

4. PRIOR MEETING MINUTES

- a. Approval of February 03, 2026, Regular Meeting Minutes.

5. PUBLIC COMMENT

(Public comment **only on matters that are on the Agenda.**)

6. GENERAL BUSINESS

- a. Tava House Properties update. (Tava Representative)
- b. Tava TIF Agreement (Attorney Myers)
 - i. TIF Committee Update (Gemelke)
 - ii. Tava House Properties updated proposal (Tava Representative)
- c. Resolution No. 2026-02, a Resolution of the Board of Directors of the Woodland Park Downtown Development Authority Establishing a 2026 Micro-Grant Program.
- d. Resolution No. 2026-03, a Resolution of the Board of Directors of the Woodland Park Downtown Development Authority Creating the Grant Committee of the Board to Administer the Woodland Park Downtown Development Authority's 2026 Micro-Grant Program.

7. PUBLIC COMMENT

(Public comment on **matters not on the Agenda.**)

8. REPORTS

- a. Board Chair Report
- b. Treasurer Report
 - i. Michow Guckenberger McAskin LLP – January 2026 Invoice dated February 10, 2026
- c. Board Member Reports

9. ADJOURNMENT



City of Woodland Park Downtown Development Authority

February 3, 2026 at 7:30 AM

City Hall, Council Chambers

220 W. South Ave., Woodland Park, CO 80863

MEETING MINUTES

NOTE: A video-audio recording of this meeting is available on the City's website by selecting Government/Boards, Commissions and Committees/ Downtown Development Authority. Select the "View Most Recent Agendas and Minutes & Video Links" under the headings Agendas & Minutes, and then navigate to the applicable meeting date.

1. CALL TO ORDER ROLL CALL {7:31 a.m.}

Chair Gemelke called the meeting to order at 7:31 a.m.

Board Members Present: Jon Gemelke (Chair), George Jones (City Council Liaison), John Hugh, Eric Cabrera, Jerry Good, Sarah Salazar, Al Born, David Mijares

Staff Present: Joshua Myers (Assistant DDA Attorney) via Zoom, Aaron Vassalotti, City Manager, Kimberly Burleson, Assistant City Manager

2. PLEDGE OF ALLEGIANCE {7:32 a.m.}

Completed.

3. ADDITIONS, DELETIONS OR CORRECTIONS TO AGENDA {7:33 a.m.}

The agenda was approved without amendment.

4. PUBLIC COMMENT {7:33 a.m.}

- a. Approval of January 06, 2026, Regular Meeting Minutes

Al Born stated he had two points. Under the TAVA update, the spelling should be "caissons" and under the Board Chair report clarification of the "laundry mat". This was changed to Midland.Coin.Laundry. With these changes, Al Born moved to approve the minutes as amended. George Jones seconded the motion. Vote: 8 yes

Moving forward Jon asked for Al Born, as Secretary of the DDA Board, to be the one to sign the minutes.

City of Woodland Park

Downtown Development Authority

5. PUBLIC COMMENT (Items on the Agenda) {7:36 a.m.}

No one signed up for comment.

6. NEW BUSINESS {7.37 a.m.}

a. TAVA Update

Chris Hansen with Tava House Properties updated that the east bound turn lane is open to Center Street. Within two weeks the westbound left hand turn lane will be useable. It is going quite well considering the time they can close Hwy 24 and the weather. As far as the building is concerned, we are painting inside and have about 90% of the kitchen equipment in, delivered and installed. Lots of stuff is going on and all of the rough inspections are complete so now we are working on final inspections. We are getting close and we have around 30 people working every day. Jon asked if TAVA is still on track for the original opening date. Chris stated yes early April. The elevators will be installed and functioning by the end of the month. We hope to have a lot of the safety items completed by the end of the month.

Jon said it has been a favorable winter for this project. Tours are still offered by the TAVA House. Jon asked about signage for the area and how to navigate. Chris said the standard road signage will be installed. David Mijares stated Jon sounds concerned with directional signs and that is not required by CDOT. Aaron V. stated any directional signs are bound by CDOT so we will do what we can. Main Street will be looking at wayfinding and new street signage later this year. George Jones asked about the deceleration lane. Is there a plan for what that will look like? David stated it will be a hard covered median.

b. WPDDA 2026 Micro-Grant Program

A draft copy of the WPDDA 2026 Micro-Grant Program was provided to the DDA Board in the Meeting Packet.

Joshua stated a few revisions have been made to the Grant Program for 2026 compared to 2025.

City of Woodland Park

Downtown Development Authority

On Page 3 of 7 under section 5 which is the Award of Grant section, instead of having the applications come to the entire board, we were looking at creating a grant committee with the authority to review and approve the grant applications. Grants must meet specific criteria and show they meet the criteria before the grant committee approves the application. We did include an appeal process if the applicant was denied a grant by the grant committee, the applicant would have the opportunity to appeal to the board for a final decision. This would streamline the process to allow grants to come in, be reviewed by staff and then moved over to the grant committee for approval or denial or even ask for more information. Then the applicant could move forward with their project.

Page 4 at the top and end of paragraph the amount has been updated from \$150,000 to \$200,000 which was approved by the board as part of the DDA's 2026 budget.

The second paragraph deals with the appeal to the board for any denial. The appeal period is 21 days.

At the bottom of the page under section C, the 120 day deadline was removed. When grants are approved at different periods of time, it is hard to track multiple deadlines. Everything would have to be submitted and completed by 5 pm on September 30, 2026.

Jon would like to have no extensions on the grants. Joshua said that could be added or if the board wanted to have the deadline be later it could be October 31, 2026.

Josh continued: On Page 5 at the top, we will still have grant agreements in place. The process would be once the committee approves the project then the grant agreement would be signed by the chair and secretary, which is a requirement of the bylaws. Grant agreements need to be in place for liabilities and rights for each party.

The second paragraph discusses extensions, and we can take that out.

City of Woodland Park

Downtown Development Authority

Section 6 is the application procedures and deadlines. City Staff will help guide this area and some comments have been received from staff so those will be incorporated. What worked and what did not work last year. Those are the major updates – creation of committee for approval or denial of the grant application and approval or denial of the final report. Criteria must be met. Hopefully Joshua's office will not have to be as involved with the administration of the grant program, and this will help reduce the amount of overhead costs for the DDA.

Al Born asked on page 5 section 6 please review the dates. Joshua stated that section has not been changed from the 2025 Grant Program. That information will be changed or updated based on direction received during the meeting today.

Joshua stated last year there was a date for all applications received by a certain date and everything went to the board and the board decided. Notice of award was sent out late April, early May. For this year, the recommendation is to have a deadline by which all applications must be submitted and with a committee in place they could approve or deny the application, within a certain amount of time of receiving the application. If applications are due by May 1 and an application is received by March 30 then the committee could approve by mid-April. It is more of a rolling-based approval process as to when applications came in. There will be a cutoff date.

Al Born said it would be up to the board to decide on the time frame.

Kimberly commented she sees validity of a rolling approval. We don't want a specific timeline of 10 days for approval, just an open timeframe as we are relying on volunteers to review the applications.

George Jones said deadline to be completed by September 30 and option to extend to Oct 31.

City of Woodland Park

Downtown Development Authority

Jon said no extensions this year.

David said maybe give them by October and his concern is getting it advertised and applications in and getting started quicker.

Jon said a lot of businesses are aware and know it is coming up again and Main Street will help get the word out and help the business owners.

George Jones stated from the Main Street meeting last night it will be an automated process and not paper to make it easier. Main Street will be involved and solicit businesses to get involved.

Jon said he understood that Main Street will come alongside the business owner as well and help them through the application. Jon said last year we had to help hand in the paperwork for some so this year will be better. April 18 was the cut off last year.

Kimberly stated she has a recommendation but of course it is up to the board – we will be ready with the application and have it ready to go to have it download as a full packet for the committee and the board. We will be ready after the March meeting. A 30-day time frame, end of March, so people know by early April and can start on their project. With Main Street helping guide business owners this year will be more streamlined.

Jon said to try and get a contract and a bid this may not be doable.

George said he agrees as you must get the quote and landowner permission. 30 days may be too short.

David suggested 60 days.

Kimberly offered a May 31 deadline.

City of Woodland Park

Downtown Development Authority

George said opening for the application would be early March.

Aaron said he likes this so it can be approved and can come to council and we can have some marketing around it.

Joshua recommended March 6.

David asked if we want to close applications 15 days earlier to give a business time to get anything that was missing.

Kimberly stated with the new process an application will have a checklist, and it will not let them submit without a full complete application. This will help streamline for the DDA and city staff.

Opening for applications would be March 6 and allow 60 days for submitting. The March 3 meeting will be approval for the program. May 3 may be a good closing time so they would have applications. May 3 is a Sunday so would recommend May 1, which is a Friday.

Joshua said if you do have a committee there will not be anything to come before the Board on May 5. If there isn't a committee then the DDA Board will have to review on May 5. May 1 is a tight deadline as we have the DDA packet going out the Friday before the May 5 meeting, so we would need time to have the grants added -or everything would come to you in June.

Jon said we don't need board approval we need the committee to approve.

Kimberly said at the meeting the committee would just give an update on what has been approved or denied.

Jon said a committee would be created.

City of Woodland Park

Downtown Development Authority

Joshua recommended discussion occur between the Board members regarding the creation of a committee. The committee would be created at the March meeting when the grant program is approved. Joshua asked the board to discuss if they want a committee to review the applications.

Jon said we need a committee to help city staff. He asked if anyone was interested.

John Hugh and Eric Cabrera volunteered.

Al Born said it would be a conflict of interest for him.

Joshua asked if there are any concerns from the board members with the applications not coming before the board and whether the creation of a committee is the direction the board wants to give Joshua.

Jon stated he is confident with Eric and John being the committee.

Joshua reiterated that the creation of a committee and its members is a decision that must be made by the full Board. Joshua will revise the 2026 Grant Program and bring it to the board for the March meeting. The formal creation of the committee will happen at the March meeting, too, if that is the formal decision of the Board.

George wanted to review the dates. Discussion ensued and it was decided:

Opening application: March 6

Closing deadline: May 1

A running list of approvals can be provided and on record at the meetings with the full list provided to the DDA Board.

City of Woodland Park

Downtown Development Authority

David is not looking for formal completion and there may be some aspects to discuss with the full board.

Mark Weaver (audience participation) asked if a business submits an application what is the soonest for approval?

Jon said the volunteers would not have a set time to approve the application. There would be a time frame after the May 1 close for all final decisions.

Kimberly said an email goes out with the award letter for notification on grant awards. The final deadline would be all the work and the final report by that deadline. If work is completed in October they may need until the end of October to get in all the information submitted.

Jon asked if they needed to vote on the committee members.

Joshua said it will be at the next meeting as it is not on the February agenda so it will be on the March agenda.
October 30 would be the deadline date as Oct 31 is a Saturday.

Al Born asked if representation from Keep Woodland Park Beautiful would be helpful.

Jon said no.

George said hopefully KWPB will help Main Street with getting the word out.

Eric Cabrera said the committee itself needs to be with the DDA and it is our responsibility.

George asked about prioritizing new applicants over repeat applications.

City of Woodland Park

Downtown Development Authority

Jon said an extra \$50K has been added and we did not even spend it all last year.

Kimberly said what was completed and paid it was around \$138,000.

Jon hopes with the longer window and people knowing about the grant will help and anyone can apply.

Joshua said at the March meeting the DDA will be reviewing the program and giving its official approval of it. Joshua will be revising the program based on the notes today. The DDA will also create the committee and vote members into the committee.

On March 6, the application window will open for applications to be submitted to the city. The application window will stay open until May 1, which will be the deadline for applications to be submitted. October 30 is the hard deadline for the final report for all projects that have been approved to be completed and submit all the documents for final review and payment for reimbursement.

7. Public Comment {8:18 a.m.}

(Public comment on matters not on the Agenda)

Aaron Vassalotti stated April 7 is a DDA meeting but the election is scheduled for that date. So options are to have another meeting room or reschedule the meeting date. Aaron said the cultural center or golf course could be an option if it is available. Jon said they should keep the April meeting so Aaron will check on room availability.

8. Reports {8:20 a.m.}

- a. **Board Chair Report** : Jon said he was approached by Tyler Lambert, the fire chief, and how previously we gave them a \$150,000 grant to go towards a fire truck. They are asking if those funds were specifically for a brand-new fire truck, which is in the millions, or a new fire truck

City of Woodland Park

Downtown Development Authority

to them that would be better than their current one. They are asking for clarification. Jon feels it would be good to have a “new” fire truck for them that would suit their needs. There is an auction soon and there is a chance to buy a nicer truck with a 30 foot longer reach, more water pressure, and a much better truck. Their firetruck is from Longmont, CO so it would be closer vs having to ship one. Jerry said he was fine if the truck would meet their needs. Al Born said if the truck is mechanically sound and it meets their needs he is all for that truck. Eric, George and David said whatever is needed. Sarah agreed.

Jon is excited about Main Street helping with the Grant program. It will make it better this year. Kimberly stated there was a Main Street Volunteer kick off meeting on February 2. There were a lot of great comments about wanting to help businesses with the grants and helping make sure they knew what they could use the grant for, how to fill out the application and what the process looked like. We have several people who signed up to help with this grant process. Jon said a CORA request was received and lawyers are honoring the request and it was for December of 2025.

b. **Treasurer Report**

Eric Cabrera said an invoice from Michow Guckenberger McAskin December 2025 was received in the amount of \$6221.25. Al Born motions to approve the bill and George Jones seconds. Vote: 8 yes

c. **Board Member Reports** - Jerry Good asked if the DDA Micro Grants were common practice for a DDA Board. Jon said the idea came from talking with people and getting legal counsel for direction. It has been good and maybe we set an example for what others can do. Jerry said it is a unique program with a lot of benefit to the city.

City of Woodland Park Downtown Development Authority

9. Adjournment {8:27 a.m.}

Recorded by Anita Riggle, Economic Development and Budget Analyst, and approved by the DDA.

This _____ day of _____ 2025.

Al Born, Secretary

Jon Gemelke, Chair

To: Woodland Park Downtown Development Authority

From: Tava House Properties, LLC

Date: February 26, 2026

Re: Counterproposal – TIF Reimbursement Structure

Board Members of the DDA,

Tava House Properties appreciates the continued dialogue regarding the proposed Redevelopment and Reimbursement Agreement. We submit the following counterproposal in response to the DDA proposal dated December 29, 2025. This counterproposal is in the spirit of partnership and in alignment with the stated objectives of the Woodland Park Downtown Development Authority.

The DDA's foundational purpose is to promote safety, prosperity, and general welfare within the District; prevent deterioration of property values; prevent blight; encourage redevelopment and economic vitality; and improve appearance, function, and pedestrian experience. The Tava House project directly advances each of these objectives by constructing Phase I of the 6.62-acre parcel (Woodland Station) that has remained vacant for more than twenty years. This has been accomplished through the Tava House Restaurant which is a \$9.7MM private investment in the very heart of the District.

Our counterproposal:

1. Verified Public Improvements

Total Eligible Public Improvements: \$1,716,913 (bids and costs already provided to the DDA)

These improvements include infrastructure and site work that benefit the District beyond the private vertical construction of the restaurant and commercial improvements.

2. Proposed Reimbursement Structure

- Reimbursement Cap: 100% of Eligible Public Improvements (\$1,716,913)
- Annual Return: 90% of property tax increment generated by the project

- Term: From construction completion (April 2026) through DDA sunset in 2032, unless an extension of the DDA shall be enacted and implemented, and in such case the terms of this reimbursement agreement shall continue.

3. Financial Analysis Through Sunset (estimates based on current assumptions – subject to change)

Assumed Post-Construction Valuation: \$5,500,000

Assessment Rate: 29%

Mill Levy: 79.1 mills

Annual Property Tax Generated: \$126,164

90% Annual Return: \$113,548

Projected Recovery Through 2032 (six tax years): \$681,288

This represents approximately 40% reimbursement of actual public infrastructure cost prior to the Authority's statutory sunset.

The limited recovery is a direct result of the compressed timeframe before the 2032 sunset and the standard commercial assessment structure. Even under a 100% reimbursement cap and a 90% return rate, full recovery before sunset is not feasible under reasonable valuation assumptions.

4. Partnership Perspective

This counterproposal reflects a balanced structure of partnership in which the DDA shares in redevelopment success through the remaining term of the Authority, while Tava House Properties bears substantial unreimbursed infrastructure cost.

It is important to note that the DDA Foundation Plan expressly contemplates and supports projects of this nature. As stated in the existing Foundation Plan:

FORWARD TO THE FOUNDATION PLAN:

"Foremost, this Foundation Plan is intended as a basic roadmap for improving the downtown for the convenience and enjoyment of our community. This Plan places top priority on supporting private enterprise, development and redevelopment. The emphasis of this Plan is on needs and the type of projects that are required to satisfy those needs rather than dictating the physical location, dimensions and design, which will evolve through continued planning."

And, under:

OBJECTIVES AND PURPOSE:

D. To promote and support private developments that are consistent with the plans and objectives of the DDA, including, but not limited to, assemblage of sites, acquiring, constructing, equipping and developing commercial and residential properties and making adequate utilities and public facilities available for private development.

We look forward to continued discussions with the negotiation committee and DDA legal counsel in order to finalize a structure that honors both the DDA's stated vision and the economic vitality of the community.

Respectfully submitted,

Tava House Properties, LLC

WOODLAND PARK DOWNTOWN DEVELOPMENT AUTHORITY

RESOLUTION NO. 2026-02

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE WOODLAND PARK DOWNTOWN DEVELOPMENT AUTHORITY
ESTABLISHING A 2026 MICRO-GRANT PROGRAM**

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

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

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

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

WHEREAS, the Board desires to implement and further the objectives in the Foundation Plan by offering grants to owners of private property and businesses (“Owners”) in the District that will assist the Owners with completing eligible projects that further the DDA’s and the Foundation Plan’s objectives and purposes (the “2026 Grant Program”); and

WHEREAS, the purpose of the 2026 Grant Program is to encourage Owners to restore, rehabilitate, and develop real property and structures in the District to prevent deterioration of existing structures and to improve the overall aesthetics in the District thereby attracting more visitors to the District and promoting economic growth; and

WHEREAS, to be eligible for a grant, an applicant must meet the eligibility requirements set forth in the 2026 Grant Program, attached hereto as Exhibit A, which includes the requirement that projects be located within the District; and

WHEREAS, the 2026 Grant Program includes objective criteria for approval of projects; and

WHEREAS, the Board, or a duly formed committee of the Board, shall review all complete applications and determine if the proposed project meets the eligibility criteria in the 2026 Grant Program; and

WHEREAS, the Board desires to approve and implement the 2026 Grant Program substantially in the form attached hereto as **Exhibit A**.

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

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

Section 2. The Board hereby: (a) approves the establishment of the 2026 Grant Program attached hereto as **Exhibit A**; (b) approves the form Grant Agreement attached hereto as **Exhibit B**; (c) authorizes the DDA's Attorney to revise the Grant Program and the Grant Agreement forms, as necessary, 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; (d) authorizes the DDA's Attorney to prepare and approve ancillary administrative documents that are necessary to implement and execute the Grant Program; and (e) authorizes the Chair and Secretary to execute Grant Agreements, once in final form, for approved grant applications, so long as the Grant Agreement has been approved as to form by the DDA's Attorney, as indicated by the DDA's Attorney's signature thereon.

Section 3. Effective Date. This resolution is immediately effective upon its approval by the Board.

APPROVED AND ADOPTED THIS 3rd DAY OF MARCH 2026, BY THE BOARD OF DIRECTORS OF THE WOODLAND PARK DOWNTOWN DEVELOPMENT AUTHORITY.

By: _____
John Gemelke, Chair

ATTEST:

By: _____
Secretary

EXHIBIT A

To Resolution No. 2026-02

Woodland Park Downtown Development Authority
2026 Micro-Grant Program

[See attached.]



WOODLAND PARK DOWNTOWN DEVELOPMENT AUTHORITY 2026 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 2026 Micro-Grant Program (the “**Program**”). The guidelines herein are not binding 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 2026 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 and a Final Report is submitted to the DDA.

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 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 or business in the District may submit an application for a Grant; however, the record title owner(s) of the land on which a Project is proposed must sign the Grant Application and execute the Grant Agreement (*provided by the DDA*) along with the applicant if the applicant is not the landowner.

A natural person applicant must be 21 years or older.

An entity applicant must designate a authorized representative 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 representative the authority to act on behalf of the entity and to 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, unless the scope of the Project is to bring the property or structures into compliance.

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, made to eligible real property (residential and commercial) located in the District* (a copy of the District's boundary map is attached hereto). 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 or public area*. Projects may include, but are not necessarily limited to, the following examples:

- i. Exterior Projects
 - a. Repair or replacement of exterior features or architectural elements.
 - b. Storefront conversion.
 - c. Painting, subject to design controls of the City.
 - d. Installation or repair of awnings, canopies, lighting, and signage.
 - e. Restoration of exterior historic elements.
 - f. Exterior landscaping and beautification projects.
 - g. Addition of permanent exterior seating, railings, and ramps for ADA compliance.

- ii. Interior Projects
 - a. Renovations or remodeling, of a permanent nature, that are Customer Facing.
 - b. Renovations or remodeling, of a permanent nature, 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, etc.; essentially, any area that a customer or 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. The applicant is responsible for confirming that all required approvals and permits from governmental entities, such as the City and any special district, are obtained for the Project. The applicant is responsible for contacting the City’s planning and building department to confirm what approvals and permits are required for a Project.

C. Ineligible Projects

Projects that are not for physical improvements, of a permanent nature, or 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 may create a committee (the “**Grant Committee**”) that will have the authority to review and approve or deny all *complete* applications. A decision to approve or deny an application shall be

based on whether or not the application materials that are submitted, including the written statements of the applicant and reports received from City staff, meet the objective criteria set forth in this Grant Program. Complete applications shall be considered in the order that they are submitted to the DDA, as described below in Section 6.

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.)

The total funding available under this Program is \$200,000. Individual Project grant awards are limited to a maximum of \$5,000 per application. Awards will be made on a rolling basis in the order complete applications are received until the Application Deadline (see Section 6 below). Once the total Program funding of \$200,000 has been fully awarded, no additional applications will be approved even if the application is received prior to the Application Deadline.

If a complete application is denied, the applicant shall be informed in writing. If the denial is made by a Grant Committee, the applicant may appeal the decision of the Grant Committee to the DDA Board by submitting to the DDA a written notice of appeal within 21 days from the date of the denial. If an appeal is submitted, it will be set on the agenda of the next reasonably available regular meeting of the DDA Board. The Board may request additional information from an applicant before making a final decision on an appeal.

The Grant Committee and the Board may provide partial awards for Projects that include multiple proposed improvements or projects. (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, contractor);
- 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 or other local government in connection with required Project approvals, such as permit fees, review fees, etc.).

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 real property 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. The Project must be completed and a Final Report, in the form approved by the DDA, must be submitted to the City by **5:00 p.m. on October 30, 2026**. Final Reports must be submitted online through the DDA Micro-Grant Information Center found on the City's website: <https://woodlandpark.gov/520/DDA-Micro-Grant-Information-Center>
- 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 a form approved by the DDA, as may be revised by the DDA's attorney, must be entered by all necessary parties.

The Grant Committee, or a designee thereof, 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.

6. TO APPLY (APPLICATION PROCEDURES & DEADLINES)

Interested applicants are encouraged to first call Anita Riggle with the City of Woodland Park, (719) 687-9246, to discuss your project and to get information on the documents that you must submit for a complete application.

Complete applications must be electronically submitted through the DDA Micro-Grant Information Center website portal ("**Application Intake**"). The portal can be accessed by going to <https://woodlandpark.gov/520/DDA-Micro-Grant-Information-Center>. Physical applications will not be accepted. If you need assistance with completing an electronic submission of the application, you may contact Anita Riggle at (719) 687-9246.

Applications may be submitted to Application Intake starting on March 06, 2026. Applications must be received by **5:00 PM on Friday, May 01, 2026 ("Application Deadline")**. Application Intake shall review each application to determine technical completeness. 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 5:00 PM on Friday, May 01, 2026, to submit a corrected, complete application.

Complete applications will be reviewed in the order that they are received by Application Intake. Decisions will be sent to the email address provided by the applicant on the Application Form.



NOTICE

The approval of a Grant application, issuance of any notice of award, and any representation or statement by the Grant Committee, the Board, its members, officers, and agents shall not, in any way, be construed as the applicant's obtaining the required governmental approvals or permits required for the Project. The Grant Committee and 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.

Attachments

WPDDA District Boundary Map

EXHIBIT B

To Resolution No. 2026-02

Form Grant Agreement for the 2026 Micro-Grant Program

[See attached.]

GRANT AGREEMENT
[WPDDA 2026 Micro-Grant Program]

Project Property Address: *Property Address*
Teller County Assessor Acct. No.: *Number*

(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 *NATURAL PERSON(S) / ENTITY LEGAL NAME* [If an entity, add the following information. If not an Entity, delete the following.] *, a *Jurisdiction* *Entity Form***, with a principal address at *Address* (the “**Grantee**”) (together, hereinafter, the DDA and Grantee are referred to as the “**Parties**” and each a “**Party**”). This Agreement is effective on the later of the dates on which 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 2026 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 in the Program.
- D. Grantee filed an application for a Grant (the “**Project Application**”) for a project (the “**Project**”) that was considered and approved by the Grant Committee, which is the committee that was duly created by the Board via DDA Resolution No. 2026-____ and authorized to review and approve Project Applications subject to the objective criteria set forth in the Program.
- E. The approved scope of the Project is defined in the Project Application unless limited by the Grant Committee’s Notice of Award that was provided to the Grantee (the “**Notice of Award**”).

F. The approval of the Project Application is conditioned on the full execution of this Agreement by the Parties and 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. [If Grantee is a natural person, use the following.] *is a natural person and 21 years or older;* [If Grantee is an entity, use the following.] *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 Grantee to the terms of this Agreement, and Grantee's 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 of 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 *Written Dollar Amount in Notice of Award* Dollars (\$*X,XXX.xx*), 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 and the Board’s approval of the Final Report (described in Section 7 below) (the “**Grant Award**”).

5. Grantee’s Efforts

Grantee shall complete the Project in a timely fashion and in a good and workmanlike manner. 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 of Woodland Park, related to the commencement and completion of the Project (“**Required Approvals**”).

6. Completion Date (WARNING: HARD DEADLINE – NO EXTENSIONS)

Grantee shall complete the Project and submit its Final Report (defined below) no later than **5:00 p.m. on October 30, 2026** (the “**Completion Date**”). Extensions shall not be granted.

Final Reports must be submitted electronically through the DDA Micro-Grant Information Center website portal. The portal can be accessed by going to <https://woodlandpark.gov/520/DDA-Micro-Grant-Information-Center>.

Grantee’s failure to complete the Project and submit a Final Report by the Completion Date shall be deemed a default of this Grant Agreement by Grantee, and the Grantee shall forfeit the Grant Award. Upon such a default by the Grantee, the Board shall not be obligated to approve the distribution or payment of any amount of the Grant Award.

Grantee’s Initials: _____

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 approved 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. An executed Final Report – Statement by Grantee (provided by DDA).
- 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, itemize the costs, and show PAID-IN-FULL or a \$0.00 Balance Due.
- c. Quality photographs (preferably digital) of the before and after completed Project.

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

The Final Report must be submitted to the DDA via the website portal, per Section 6 above.

8. Conditions for Disbursement of Grant Award Funds

The obligation of the DDA to approve the disbursement of Grant Award 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 disbursed to the Grantee until after the Final Report is approved by the Board or its designee.
- c. The Grant Funds shall only be used for eligible costs associated with the Project as it was approved by the Board or its designee. 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 or its designee 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 may result in a reduction in the amount of the Grant Funds, including a complete reduction of the full amount of the Grant Funds 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: Ownership, Operation and Maintenance

Grantee shall continue to own the Property for at least six (6) months following Grantee's receipt of payment of the Grant Funds. 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 represents that the individual is expressly authorized to sign and enter into this Agreement and bind the individual'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 material 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 and shall become effective as of the date on which it has been executed by the last of the Parties to sign.

[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:

APPROVED AS TO FORM:

Woodland Park DDA Secretary

Woodland Park DDA Attorney

For Mailing Notice to the DDA:

Woodland Park DDA
Attn: Board of Directors
220 W. South Ave.,
Woodland Park, CO 80866

Email Notice to the DDA:

Anita Riggle: ariggle@woodlandpark.gov
Joshua Myers: jmyers@mgmfirm.com

[Signature page to Grant Agreement]

GRANTEE:

ENTITY LEGAL NAME

Signature: _____
Name*, *Title

Date of execution: _____

ATTEST:

Signature: _____
Name*, *Title

Date of execution: _____

For Mailing Notice to the Grantee:

Entity Name

Attn: ***Applicant***

Address for Notice, CO SOS Website

For Email Notice to the Grantee:

Applicant Name*:** ***Email

[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, warrants the facts stated in the Grant Agreement are true, and further agrees to be bound by the Grant Agreement’s terms in the same manner as Grantee.

If landowner is an Entity, add the full legal name of the entity: Name, Jurisdiction, Form, e.g., *Joels Shop, LLC, a Colorado limited liability company*).

By: _____

Printed Name of Signer

Title of Entity Authorized Representative (if applicable):

For Mailing Notice to the Property Owner:

For Email Notice to the Property Owner:

WOODLAND PARK DOWNTOWN DEVELOPMENT AUTHORITY

RESOLUTION NO. 2026-03

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE WOODLAND PARK DOWNTOWN DEVELOPMENT AUTHORITY
CREATING THE GRANT COMMITTEE OF THE BOARD TO ADMINISTER THE
WOODLAND PARK DOWNTOWN DEVELOPMENT AUTHORITY'S
2026 MICRO-GRANT PROGRAM**

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

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

WHEREAS, the Act grants the Board of Directors (“Board”) of the DDA all of the powers customarily vested in a board of directors of a corporation, including, but not limited to, the power to implement the Foundation Plan; and

WHEREAS, per Article II of the *Amended and Restated By-Laws of The Woodland Park Downtown Development Authority*, adopted by the Board on February 7, 2023, the Board has all of the powers authorized by Part 8 of the Act, and all additional and supplemental powers necessary or convenient to carry out and effectuate the purposes and provisions of said Part 8 of the Act; and

WHEREAS, through the Board’s approval of Resolution No. 2026-02, the Board approved and adopted the DDA’s 2026 Micro-Grant Program to implement and further the objectives in the Foundation Plan by offering grants to owners of private property and businesses (“Owners”) in the DDA’s district boundaries that will assist the Owners with completing eligible projects that further the DDA’s and the Foundation Plan’s objectives and purposes (the “2026 Grant Program”); and

WHEREAS, under the Act and C.R.S. § 7-108-206, as a power customarily vested in a board of directors of a corporation, the Board has the authority to create a committee and appoint one or more members of the Board to the committee for the purpose of administering the 2026 Grant Program; and

WHEREAS, the Board desires to create a committee and appoint one or more members of the Board to the committee for the purpose of administering the 2026 Grant Program pursuant to the authority granted to the committee by this Resolution.

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

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

Section 2. The Board hereby creates a two-member committee of the Board to be called the Grant Committee, which shall be composed of members of the Board appointed to the Grant Committee by vote of the Board, and said Grant Committee is authorized and empowered to review, approve, conditionally approve, or deny complete applications and final reports submitted under the 2026 Grant Program. The Grant Committee's decisions shall be made in accordance with the guidelines and criteria set forth in the 2026 Grant Program. The Board reserves the authority to authorize distributions of grant funds following the Grant Committee's approval of a final report.

Section 3. Effective Date. This resolution is immediately effective upon its approval by the Board.

APPROVED AND ADOPTED THIS 3rd DAY OF MARCH 2026, BY THE BOARD OF DIRECTORS OF THE WOODLAND PARK DOWNTOWN DEVELOPMENT AUTHORITY.

By: _____
John Gemelke, Chair

ATTEST:

By: _____
Secretary



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: 02/10/2026
Invoice Number: WPDDA.Jan2026.001
Federal Tax ID No: 81-1299804

Date	Attorney	Description	Hours	Rate	Amount
01/05/2026	J. Myers - WPDDA	Confer w/ M. McAskin re: Tava Group's response to TIF Committee's proposed recommendation to the DDA Board; send email to TIF Committee re: Tava's response.	0:36	275.00	165.00
01/06/2026	J. Myers - WPDDA	Attend (via Zoom) WPDDA Board meeting.	0:18	275.00	82.50
01/07/2026	M. McAskin - WPDDA	Review and respond to M. Weaver email (re Woodland Station proposed TIF agreement).	0:30	295.00	147.50
01/07/2026	J. Myers - WPDDA	Review email from M. Weaver w/ Tava Group re: TIF agreement procedures; review response of M. McAskin to M. Weaver.	0:18	275.00	82.50
01/07/2026	J. Myers - WPDDA	Review draft minutes from the January 06 WPDDA Board Meeting.	0:12	275.00	55.00
01/14/2026	J. Myers - WPDDA	Email correspondence w/ TIF Committee re: Tava TIF Agreement recommendation.	0:18	275.00	82.50
01/16/2026	J. Myers - WPDDA	Draft response to M. Weaver w/ Tava Group based on comments received from the TIF Committee; email same to M. McAskin for review; email to TIF Committee providing update.	1:18	275.00	357.50
01/21/2026	J. Myers - WPDDA	Review M. McAskin's comments and edits to draft correspondence to M. Weaver w/ Tava Group, and finalize same; email same to TIF Committee for review.	0:18	275.00	82.50
01/21/2026	M. McAskin - WPDDA	Review and respond to J. Myers email re Tava group correspondence.	0:18	295.00	88.50
01/22/2026	J. Myers - WPDDA	Review responses of TIF Committee, and finalize and send email	0:06	275.00	27.50



MICHOW | GUCKENBERGER | MCASKIN
ATTORNEYS AT LAW

		correspondence to M. Weaver w/ Tava Group.			
01/25/2026	J. Myers - WPDDA	Review and reply to email from M. Weaver w/ Tava Group.	0:18	275.00	82.50
01/27/2026	J. Myers - WPDDA	Tc w/ M. Weaver w/ Tava Group to respond to his clarification questions; email to TIF Committee providing an update.	0:18	275.00	82.50
01/28/2026	J. Myers - WPDDA	Prepare draft of the WPDDA 2026 Micro-Grant Program; email same to City staff for review and comment. [2] Prepare draft agenda for DDA's February meeting; email same to City staff and Chair for review and comment. [.5]	2:30	275.00	687.50
01/29/2026	J. Myers - WPDDA	Finalize the WPDDA's meeting packet for February 03, and email same to DDA Board for review and City staff for review and posting.	0:24	275.00	110.00

Message:

Subtotal: _____

Discount: _____

Sales Tax: _____

Deposits: _____

Payments/Credits: _____

Balance Due: \$2,133.50