City of Woodland Park
Downtown Development Authority

Tuesday, August 04, 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 July 07, 2026, Regular Meeting Minutes.

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

6. **GENERAL BUSINESS**

    a. 2026 Micro-Grant Program Update. (City staff)
        i. Final Report – RD Toth Construction, LLC
        ii. Final Report – Rhapsody Market Bistro, LLC

    b. TIF Reimbursement Payment – Purple Mountain Hospitality II, LLC (the Microtel)

7. **DISCUSSION ITEMS**

8. **PUBLIC COMMENT**
   (Public comment on **matters not on the Agenda**.)

9. **REPORTS**
    a. Board Chair Report
        i. Michow Guckenberger McAskin LLP – June 2026 Invoice dated July 09, 2026
    b. DDA Attorney
    c. Board Member Reports

10. **ADJOURNMENT**

City of Woodland Park
Downtown Development Authority

July 7, 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 {7:30 a.m.}
   Chair Gemelke called the meeting to order at 7:30 a.m.
   Board Members Present: Jon Gemelke (Chair), George Jones (Mayor), Jerry Good, Al Born, David Mijares, Kellie Case, Linda Cecere
   Board Members Absent: John Hugh
   Staff Present: Joshua Myers (Assistant DDA Attorney), Aaron Vassalotti, City Manager, Kimberly Burleson, Assistant City Manager
2. PLEDGE OF ALLEGIANCE {7:30 a.m.}
   Completed.
3. ADDITIONS, DELETIONS OR CORRECTIONS TO AGENDA {7:31 a.m.}
   Agenda was approved as presented.
4. CONSENT AGENDA {7:31 a.m.}
   Al Born moved to approve the June 2 minutes as written. George Jones seconds. Motion passed 5 yes, 0 No. Linda Cecere and Kellie Case did not vote as they were not on the DDA board for the June 2 meeting.
5. PUBLIC COMMENT (Items on the Agenda) {7:31 a.m.}
   None.
6. GENERAL BUSINESS {7.32 a.m.}
   a. Introduction of New Members
      Jon Gemelke welcomes Kellie Case and Linda Cecere to the board.

Linda Cecere has two businesses in town: Peak Wellness and Bierwerks. She is a Nurse Practitioner, and she see patients in town for hormones and weight loss.
Kellie Case, the Case Advantage, with High Country Realty is located at 750 Hwy 24 in the Andersen Building.

b. Election of DDA Board Members {7:33 a.m.}
In July, it is time for elections for the DDA board. Secretary position: Jerry Good nominates Al Born (who is currently in the Secretary role) for the secretary position and George Jones seconds. Al Born accepts. Vote: 7 yes, 0 no. Vice-Chair position: David Mijares nominates Jerry Good (who is currently in the Vice-Chair position) and George Jones seconds. Vote: 6 yes, Jerry Good abstains. Chair position: Al Born nominates Jon Gemelke for Chair and Jerry Good seconds. Vote: 7 yes, 0 no.

c. Resolution 2026-06 {7:37 a.m.}
$200,000 was approved by the DDA for the Micro Grant program. At the June meeting, there was discussion of the program going over the approved amount. A resolution was prepared to amend for flexibility. City Staff informed Joshua we are under budget at $198,137.78. The resolution is not needed and no action needed on this agenda item.

d. Resolution 2026-07 {7:39 a.m.}
Re-Imagining Bergstrom Park request for $165,000 to the City of Woodland Park. Aaron Vassalotti presents budget numbers for the end of 2025 and the outstanding debt service. 2025 started off with a fund balance of $1,373,000 with revenues of $1,066,000. Expenditures for $716,000 and 96% of the budget with a remaining balance of $1,723,000. $997,000 received in property taxes which was a 5% increase. Interest of $68,824. $356,000 operating expenses and debt service was $359,000 so total expenditures were $716,000. Operating expenditure breakdown: $130,836 in TIF Reimbursements, $136,795 for DDA Micro grants, $58,947 for legal services (more because of the Micro grant program from

last year) and County Treasurer Fees of $30,000. Breakdown of debt service: $250,000 for the 2012 Vectra Bridge Loan, $49,754 interest, $50,000 for the 2018 Vectra Loan and $14,405 for the interest. Amount outstanding for 2025 $1,159,000 for principal payment. 2026 $884,000 outstanding for debt service. 2027 interest payment will be $34,749. 2028 interest payment will be $2407. The debt is to be paid off June 1, 2028. George Jones stated the interest gained with cash on hand outweighed the interest payments. The interest rate is variable 3.25 – 3.75%. 4.25% is with the investment portfolio. Discussion on the presentation. Re-Imagining Bergstrom Park master plan in late 2025. 1400 interactions with the community and open houses for engagement. Two additional parcels were acquired to the west for parking and connections. 71 additional parking spots and RV parking. Connections to Center Street and Saddle Club Ave. Slide shows how the park would function. When driving downtown you see a beautiful park. First phase is engineering design. The quote was about $147,000 with a 10% contingency. We would look for formal bids. $695,000 is what the city has contributed and would like the DDA to be a partner in the process. Discussion from Jerry Good on the cost and use of funds. Studies have been conducted and David Mijares said some of the studies may cut some of the cost. Kellie Case said the improvements to the park will be a huge asset to the community and downtown area. More discussion about Antler Alley. David Mijares had to leave the meeting at 8 a.m. Reports from the past may be useful. Kellie Case makes a motion to approve Resolution 2026-07 as presented. George Jones seconds. Vote 6 yes, 0 no.

e. 2026 Micro-Grant Program Update {8:01 a.m.}
Kimberly Burleson stated the total came in at $198,137.78. We had 40 grants approved. Congrats to the board and the investment in the community. Last year there were 30 grants and 28 were approved. We have 3 completed final reports and 2 are on the agenda for approval. There are 10 grant agreements to be signed today. 8 grantees need to sign

to move forward on their projects. Fiesta Mexican and Model Citizen have final reports and the projects have been completed. Joshua said the board does the review of the final report for 2026. There is a vote for each final report. City Staff does review the final reports.

i. Fiesta Mexicana Restaurants No.1, Inc Kellie Case moves to approve the final report for Fiesta and payment of $5000.00 Al Born seconds. Vote 6 yes, 0 No.
ii. Model Citizen Coffee, LLC Kimberly stated Model Citizen emailed as they had a visitor who was in a wheelchair and lost control and the barrier prevented the visitor from going into Hwy 24. Kellie Case moves to approve the final report for Model Citizen Coffee Company, LLC for payment of $5000.00. Linda Cecere seconds. Vote 6 yes.

7. Discussion Items {8:10 a.m.}
   a. Bond Series 2012 and 2018 – Review of the Debt Service 2026. This was shown again the principal and the interest. It is a wash and the debt service will be less moving into 2027 and 2028. Al Born likes to be debt free and Jon Gemelke said we need to have a certain amount of debt as a DDA. Joshua states the DDA pulls in TIF agreements. If the bonds were paid off the TIF agreements would be considered debts. The debt the DDA owes the city has been paid off. Jon asked if there was any Board Member interested in paying off the debt. George Jones said the interest that is being made covers the interest of the debt.

8. Public Comment {8:15 a.m.} Public Comment on matters not on the Agenda. None.
9. Reports {8:15 a.m.}
   a. Board Chair Report : Jon said he is glad to be here and thanked Linda and Kellie for joining the board. There is an invoice from Michow Guckenberger McAskin June 2026 was received in the amount of

$3969.00. Al Born makes a motion to approve the June invoice. Kellie Case seconds. Vote 6 yes, 0 no.

b. DDA Attorney: Joshua stated his firm has a new Paralegal so this benefits the board as the hourly rate will be lower for some items moving forward as the Paralegal's rate is $145 an hour.

c. Board Member Reports:
None

10. Adjournment {8:18 a.m.}

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

This ______________________day of _______________________ 2026.

____

Al Born, Secretary

____

Jon Gemelke, Chair

City of Woodland Park
Downtown Development Authority

AGENDA ITEM SUMMARY

Meeting Date: August 04, 2026

Agenda Item: 6.a.i. –Final Report of RD Toth Construction, LLC

Presented By: City Staff

REQUEST PRESENTED

Grant recipient RD Toth Construction, LLC, a Colorado limited liability company ("Applicant") has submitted a request to the DDA Board to approve its Final Report and the distribution of grant funds for recoverable costs.

SUMMARY

The 2026 Woodland Park DDA Micro-Grant Program ("Program") was approved by the DDA Board at its regular meeting on March 03, 2026, by WPDDA Resolution No. 2026-02. The Program establishes the processes and procedures for running the grant program that are applicable to all grant applicants to create a fair and universal grant program.

To ensure that all grant projects are completed before disbursing grant funds for recoverable costs, the Program sets forth conditions that must be met by the Applicant, including the submittal of a Final Report, as found in Program Section 5.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;*

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; and*

iii. *A fully executed Grant Agreement with the DDA in a form approved by the DDA must be entered by all necessary parties.*

The Grant Program controls what costs/expenses are recoverable as grant disbursements in Program Section 5.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.

The Board may approve the Final Report if it finds the following:

1. **The Applicant and the DDA entered a Grant Agreement;**
2. **The approved project was completed and the Final Report was submitted before the deadline of 5:00 p.m. on October 30, 2026; and**
3. **A Final Report was submitted that meets the required elements stated in the Program and Grant Agreement.**

A review of the Final Report documents was completed by City staff, and Staff's Final Review Form is provided with this AIS.

FINANCIAL CONSIDERATIONS

The Board can only approve disbursement of the grant funds for recoverable costs / expenses, as provided above. Further, the Board can only approve the disbursement in an amount up-to the grant amount awarded by the Board. The max grant amount allowed for this application is $4,116.96.

The Applicant provided copies of paid invoices and/or receipts for recoverable costs/expenses in a total amount that is $3,860.81. The DDA Board may approve the distribution of the amount of $3,860.81.

OPTIONAL BOARD ACTIONS

The Board may take one of the following actions by motion:

1. Approve the Final Report and payment of the full grant amount.
2. Deny approval of the Final Report and request that Applicant provide additional information.

MOTION OPTIONS

A motion made must be seconded and voted on by the Board.

1. **Motion to Approve Final Report and payment of the full grant award.**

   "I move to approve the Final Report of RD Toth Construction, LLC, a Colorado limited liability company and for the City to issue payment in the amount of $3,860.81 as disbursement of the awarded grant for recoverable costs."

2. **Motion to Deny Approval of Final Report**

   "I move to deny approval of the Final Report of RD Toth Construction, LLC, a Colorado limited liability company because the following required information is missing: **STATE THE INFORMATION THAT IS NEEDED**."

ATTACHMENTS

1. Grant Agreement – fully executed
2. Notice of Award
3. Staff's Final Report Review Form
4. Final Report of RD Toth Construction, LLC, a Colorado limited liability company

GRANT AGREEMENT
[WPDDA 2026 Micro-Grant Program]

Project Property Address: 300 E US Hwy 24 Unit A
Teller County Assessor Acct. No.: R0000797

(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 RD Toth Construction, LLC, a Colorado limited liability company, with a principal address at 815 N Walnut St., Woodland Park, CO 80863 (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. 2026-02 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 Projectr 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. 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. 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. 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 <u>not to exceed</u> Four thousand one hundred sixteen dollars and ninety-six cents ($4116.96), 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: 5-5-2026

ATTEST:

Woodland Park DDA Secretary

APPROVED AS TO FORM:

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:
RD Toth Construction, LLC

Signature: Beth Toth
Beth Toth, Owner

Date of execution: 04/21/2026

For Mailing Notice to the Grantee:

RD Toth Construction
Attn: R. Dean Toth
4905 N Union Blvd, Suite 303, Colorado Springs, CO 80918

For Email Notice to the Grantee:

R. Dean Toth dean@coloradomtnbuilders.com

WOODLAND PARK DOWNTOWN DEVELOPMENT AUTHORITY
2026 MICRO-GRANT PROGRAM

April 20, 2026

RD Toth Construction, LLC
815 N Walnut Street, Woodland Park

Copy sent via email: dean@coloradomtnbuilders.com

RE: **Notice of Award**
2026 Micro-Grant Program

Dear Sentinel Trail Properties,

The Grant Committee ("Committee"), as authorized by the Board of Directors ("Board") for the Woodland Park Downtown Development Authority ("DDA"), has considered your application for a grant under the DDA's 2026 Micro-Grant Program ("Program").

The Committee is pleased to inform you that it has approved your application and, subject to the terms and conditions in the Program and the Grant Agreement, enclosed herewith, awards you a grant up-to the amount of $4116.96 ("Grant"). The Grant is for the Project as described in your application or a portion thereof as limited by the Committee pursuant to the information below.

Action Required:
You must return a fully signed and dated copy of the Grant Agreement to the DDA to confirm your intent to proceed with the Project. Failure to return a fully executed Grant Agreement shall forfeit the Grant.

A copy of the Grant Agreement signed by the Board Chair and Secretary will be provided to you after it is signed.

On behalf of the DDA, thank you for your interest in the Program. Please reach out if you have any questions.

Sincerely,
City of Woodland Park
Downtown Development Authority

Grant Committee on behalf of the DDA Board

Enclosures: Approved Application; Grant Agreement

Woodland Park Downtown Development Authority Micro-Grant Program 2026

Staff Review Form for Final Report

Applicant: RD Toth Construction, LLC
Project Address: 815 N Walnut St, Woodland Park, CO
Approval Amount (not to exceed): $4116.96
Date Final Report Received: July 11, 2026
Date DDA Board Meeting Review: August 4, 2026

Scope of Project Approved by DDA for Reimbursement:
Signage, Blinds for front window, office décor and chairs

Final Report Requirements	Satisfied?	Notes
Final Report deadline met (October 30, 2026, at 5:00 PM)?	y	
A signed and dated Final Report form was provided.	y	
Do the requested reimbursements meet the requirements of the Program? *(See Grant Program, Section 5.B. Recoverable Costs/Expenses)* Cost/Expenses **<u>not</u>** reimbursable: - Working capital - Acquisition of property, equipment, or inventory that is not Customer Facing or a fixture (i.e., permanent in nature). - Interior improvements that are not Customer Facing. - Refinancing of existing debt.	y	
Paid-in-full receipts / invoices are provided? *(Must show $0 balance due.)*	y	
Post-project completion photos are provided that show the items were installed per the approved Project?	y	
Did total reimbursable costs reach max grant amount awarded?	no	The max grant amount that can be awarded per the receipts is $3860.81
Were copies of governmental approvals and permits provided (if applicable)?	n/a	

FINAL REPORT – STATEMENT BY GRANTEE
Woodland Park Downtown Development Authority
2026 Micro-Grant Program

The undersigned hereby submits this Final Report to the Woodland Park Downtown Development Authority ("DDA") and certifies as follows:

1. The Project, as approved by the DDA in the Notice of Award enclosed herewith ("Grant Approval"), is complete.
2. The Project was completed in conformity with the Grant 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 DDA consider this Final Report, along with all supporting documents submitted herewith, for approval of the disbursement of grant funds.

By: ______________________

Signor's Printed Name: R. Dean Toth

Date of execution: 07/10/2026

Enclosures:
- Copies of governmental approvals and permits (if applicable)
- Proof of payment for reimbursable costs (paid-in-full receipts and invoices)
- Pictures of the completed Project

RD TOTH CONSTRUCTION, LLC

Estimate

PO BOX 186
WOODLAND PARK, CO. 80866

Date	Estimate #
4/4/2026	544

Name / Address

COLORADO MOUNTAIN BUILDERS
PO BOX 186
WOODLAND PARK, CO 80863
USA

Project

Description	Qty	Rate	Total
BUILDING IMPROVEMENTS, WINDOW COVERINGS	1	1,833.28	1,833.28
BUILDING IMPROVEMENTS, WOODLEY'S FINE FURNITURE, 2 SWIVEL CHAIRS	1	1,250.00	1,250.00
BUILDING IMPROVEMENTS, OFFICE PICTURES	1	817.28	817.28
BUILDING IMPROVEMENTS, EXTERIOR SIGN ENHANCEMENTS	1	216.40	216.40

Total $4,116.96

Signature

Heritage Wallpaper & Blinds, Inc.
5855 N Academy Blvd
Colorado Springs
CO 80918
US
Phone: 719-590-7091
Fax: 719-590-7092
Email: staff@heritagewb.com

Sales Receipt

Subject	Customer Account	Invoice No.	Date
Office Solar Shades	Colorado Mountain Builders, Dean Toth	18294	05-04-2026

Bill To:
Colorado Mountain Builders, Dean Toth
815 N Walnut Street
Woodland Park, CO 80863

719-440-1985

Ship To:
Heritage Wallpaper and Blinds
5855 N. Academy Blvd. Suite 150
Colorado Springs, CO 80918

719-440-1985

Customer Contact	Carrier	Due Date
Dean Toth Colorado Mountain Builders	Customer Pickup	05-04-2026

Product Detail	Notes	Qty	Price	Discount	Total
RETAIL BLIND SALES - 926	3 Hunter Douglas Architectural Solar Shades, 10% E Screen Charcoal/Cocoa	1	1071.73	0.00 %	1071.73
INSTALLATION BLINDS - 1423	Installation and Measure of 3 Solar Shades	1	200.00	0.00 %	200.00
POSTAGE - 1179	Freight on Shades	1	90.00	0.00 %	90.00
- RDF - Retail Delivery Fee		1	0.29	0.00 %	0.29
Service Fee - 9155	3% Credit Card Service Fee	1	34.86	0.00 %	34.86
ADDRESS - 98741	Installation Address: 300 E Hwy 24, Unit A, Woodland Park, CO 80863	1	0.00	0.00 %	0.00

Discount:	0.00
Sub Total:	1396.88
Sales Tax:	87.88
Grand Total:	1484.76
Total Payments:	1484.76
Amount Due:	0.00

Terms & Conditions:
No refunds or returns on special order items.
14 days on all in stock unopened items.

Comments:
Hunter Douglas Contract - Cheryl

Woodley's fine furniture

COLORADO SPRINGS STORE
5655 NORTH ACADEMY
COLORADO SPRINGS CO 80918

Main: 720 769-9839
Delivery: 719 531-7250
Service: 720 769-9845

Sales Order
60391523
Document Date
04/16/26

Sold To

DEAN & BETH TOTH

815 NORTH WALNUT STREET
WOODLAND PARK, CO 80863-1000
Home: 719 440-1985
Cell: 719 440-3296
btothwp@msn.com

Terms	Salesperson	Salesperson Email	Customer #	Store
DUE AT DELIVERY	ABBY CLAUSSEN	ch.abby@woodleys.com	5025029525	

	Printed: 04/16/26 01:28PM	Time Frames are Estimates Only
P - Customer Pickup	PICKUP FROM COLORADO SPRINGS STORE WHEN IN. QUOTED 10-12 WEEKS. THANK YOU.	**Please allow for occasional & unforeseen delays that are beyond our control**

Model/Brand/Description	Order	Price	Amount
P Model: CLV5204SB24 Brand: WINES CLEVELAND 24" SWIVEL STOOL	2	$605.00	$1,210.00

MODEL#: CLV5204SB24
DESCRIPTION: CLEVELAND 24" SWIVEL STOOL
WOOD TYPE: OAK
FINISH: 113 MICHAELS
SEAT TYPE & INFO: WOOD SEAT
OTHER INFO: SWIVEL STOOL

WOODLEYS FINE FURNITURE
5655 N ACADEMY BLVD
COLORADO SPGS, CO. 80918
719-531-7250
SALE
REF#: 00000003 13:26:58
Batch #: 784
04/16/26
AVS: Z
APPR CODE: 09762G
Trace: 3
VISA Manual CP
************0254 **/**
AMOUNT $1,309.22
APPROVED
THANK YOU
CUSTOMER COPY

Merchandise:	$1,210.00
Tax:	$99.22
otal Sales Order:	$1,309.22
Amount Paid:	
ırrent Payments	

Customer Signature:

Continued

A 20% restocking fee will be charged on all canceled special orders
***Delivery Includes-CO .29 Retail Delivery Fee**

Woodley's fine furniture

COLORADO SPRINGS STORE
5655 NORTH ACADEMY
COLORADO SPRINGS CO 80918

Main: 720 769-9839
Delivery: 719 531-7250
Service: 720 769-9845

Sales Order
60391523
Document Date
04/16/26

Sold To
DEAN & BETH TOTH 815 NORTH WALNUT STREET WOODLAND PARK, CO 80863-1000 Home: 719 440-1985 Cell: 719 440-3296 btothwp@msn.com

Terms	Salesperson	Salesperson Email	Customer #	Store
DUE AT DELIVERY	ABBY CLAUSSEN	ch.abby@woodleys.com	5025029525	

	Printed: 04/16/26 01:28PM	Time Frames are Estimates Only
P - Customer Pickup	PICKUP FROM COLORADO SPRINGS STORE WHEN IN. QUOTED 10-12 WEEKS. THANK YOU.	**Please allow for occasional & unforeseen delays that are beyond our control**

VISA	04/16/26	$-1,309.22

Customer Signature:

Amount Due:	$0.00

A 20% restocking fee will be charged on all canceled special orders

***Delivery Includes-CO .29 Retail Delivery Fee**


ViewSonic

Academy Frame Company

7560 N. Academy Blvd.
Colorado Springs CO 80920
719-265-6694

INVOICE

Invoice # 35232

Your framing will be ready on approximately April 10, 2026.

Bill To:

Dean Toth
Wookland Park CO 80866
dean@coloradomtnbuilders.com

Home: 719-440-1985
Work: 003-2026
Cell:
Fax:

Remit To:

Academy Frame Company
7560 N. Academy Blvd.
Colorado Springs CO 80920
719-265-6694

Account #	Sold By	Reference #	Terms	Invoice Date
16781	RH - Roger H			03/26/26

Quantity	Item Number	Description	Unit Price	Discount	Ext. Price
6		W/O 40751 Homes Drawings reprints rnd 6 : sto	139.87	83.88	755.34

Sale Amount	$755.34
Tax	$61.94
Order Total	$817.28
Deposit	$272.43
Total Due	$544.85

Pd Visa 3/26

I have been made aware of conservation framing materials and decline to use them.
Signature____________________
I agree to the materials & price for this project. Please proceed with this order.
Signature____________________
Terms: Receipt of Goods. Not responsible for items left over 30 days.

ACADEMY FRAME COMPANY
7560 N ACADEMY
COLO SPGS, CO. 80920
719-265-6694

SALE

REF#: 00000003
Batch #: 395
03/26/26 11:10:18
APPR CODE: 00566G
ENCRYPTED BY ELAVON
Trace: 3
VISA Contactless
************0254 **/**

AMOUNT	**$544.85**
SURCHARGE	**$16.34**
TOTAL	**$561.19**

APPROVED

CAPITAL ONE VISA
AID: A0000000031010
TVR: 00 00 00 00 00

THANK YOU

CUSTOMER COPY

Academy Frame Company

7560 N. Academy Blvd.
Colorado Springs CO 80920
719-265-6694

INVOICE

Invoice #
35232

Page 1 of 1

Your framing will be ready on approximately April 10, 2026.

Bill To:

Dean Toth
Wookland Park CO 80866
dean@coloradomtnbuilders.com

Home: 719-440-1985
Work: 003-2026
Cell:
Fax:

Remit To:

Academy Frame Company
7560 N. Academy Blvd.
Colorado Springs CO 80920
719-265-6694

Account #	Sold By	Reference #	Terms	Invoice Date
16781	JS - Jaylie		**Paid In Full**	03/24/26

Quantity	Item Number	Description	Unit Price	Discount	Ext. Price
2		W/O 40751 Homes Drawings reprints rnd 2 : sto	139.87	27.96	251.78

I have been made aware of conservation framing materials and decline to use them.
Signature____________________
I agree to the materials & price for this project. Please proceed with this order.
Signature____________________
Terms: Receipt of Goods. Not responsible for items left over 30 days.

Sale Amount		$251.78
Tax		$20.65
Order Total		$272.43
Deposit	[VISA]	$272.43
Total Due		$0.00

ACADEMY FRAME COMPANY
7560 N ACADEMY
COLO SPGS, CO. 80920
719-265-6694

SALE

REF#: 00000002
Batch #: 393
03/24/26 13:27:48
APPR CODE: 02468G
ENCRYPTED BY ELAVON
Trace: 2
VISA Contactless
************0254 **/**

AMOUNT	**$272.43**
SURCHARGE	**$8.17**
TOTAL	**$280.60**

APPROVED

CAPITAL ONE VISA
AID: A0000000031010
TVR: 00 00 00 00 00

THANK YOU

CUSTOMER COPY


BEST
WESTERN


BEST
ViewSonic

COLORADO Since 1987
Canyon SIGNS INC.

(A) INVOICE

Date: [illegible]

25626

801 West Cucharras St.
Colorado Springs, CO 80905 719-475-7003, Fax: 719-447-1761
Email: soscanyon1@aol.com / info@coloradocanyonsigns.com

All Credit Must Be Approved Before any work inception.

☑ Please pay from this invoice unless otherwise stated in contract.

Business Name [illegible]
Contact Name [illegible]
P.O. No.
Address
Tax No.
File Name

QUANTITY	ITEM	DESCRIPTION	UNIT PRICE	AMOUNT	
2		[illegible]	[illegible]	[illegible]	
		[illegible]			
			SUB-TOTAL	[illegible]	—
			SALES TAX	[illegible]	[illegible]
			LABOR		
			FREIGHT		
			TOTAL	216	[illegible]

Filled By [illegible]

Terms: 4% Fee for Credit Card Use, Thanks for your Business!

All Credit Must Be Approved Before any work is done.
ALL SIGNS REMAIN PROPERTY OF COLORADO CANYON SIGNS, INC. UNTIL PAID IN FULL.
ALL ACCOUNTS IN EXCESS OF 30 DAYS WILL BE ASSESSED A 1.5% SERVICE CHARGE, ANNUAL RATE OF 18%.
CUSTOMER ASSUMES RESPONSIBILITY FOR ANY AND ALL APPLICABLE PERMITS UNLESS OTHERWISE NOTED.
ANY AND ALL ARTWORK OR DESIGN, COPY OR DISK, WHETHER ELECTRONIC OR OTHERWISE, CREATED BY COLORADO CANYON SIGNS, INC. WILL REMAIN THE EXCLUSIVE PROPERTY OF COLORADO CANYON SIGNS, INC.
ATTORNEY FEES AND ANY OTHER COSTS INCURRED TO COLLECT AMOUNT OWED WILL BE ADDED TO ALL PAST DUE AMOUNTS.
Buyer acknowledges that all orders will be deemed to have been accepted and satisfactory by Buyer upon delivery of said order and signature of receipt of the order by Buyer, Buyers' Agents or Employees of Buyer, unless rejected upon receipt of the order. This acceptance applies to the acceptance of design and quantity of the order but not to possible damage or defective material. Buyer shall perform whatever inspection is required to ensure the material is not defective or damaged within a reasonable time but shall not exceed 72 hours.
In addition to the above, once work has been completed on a vehicle, a storage charge of $20 per day will be incurred. Any vehicle left more than 30 days will be deemed abandoned. **No vehicle will be released without payment in full.**

X

The signature above, or anywhere on this invoice, assumes responsibility for all terms, payments and attorney fees needed for collection of this invoice.

0?/30/2026 01:??PM

Order # [illegible]

Thanks for your purchase

Colorado Canyon Signs

801 W Cucharras St
Colorado Springs, CO 80905

Custom Sale	$225.04
Subtotal	$225.04
Cash Discount	$0.00
Estimated Tax	$0.00
VISA ..0254 Status	$225.04 Authorized
Sale Total	**$225.04**

9 0 9 1 1 4 1 4 9 4 4 8 1 2 9 5

Need Help?

Call at +17194757003

Email [illegible] .com

Website

SpotOn


COLORADO
MOUNTAIN
BUILDERS
719-440-1985
NEW CONSTRUCTION
ADDITIONS • REMODELS

City of Woodland Park
Downtown Development Authority

AGENDA ITEM SUMMARY

Meeting Date: August 04, 2026

Agenda Item: 6.a.ii. –Final Report of Rhapsody Market Bistro, LLC

Presented By: City Staff

REQUEST PRESENTED

Grant recipient Rhapsody Market Bistro, LLC ("Applicant") has submitted a request to the DDA Board to approve its Final Report and the distribution of grant funds for recoverable costs.

SUMMARY

The 2026 Woodland Park DDA Micro-Grant Program ("Program") was approved by the DDA Board at its regular meeting on March 03, 2026, by WPDDA Resolution No. 2026-02. The Program establishes the processes and procedures for running the grant program that are applicable to all grant applicants to create a fair and universal grant program.

To ensure that all grant projects are completed before disbursing grant funds for recoverable costs, the Program sets forth conditions that must be met by the Applicant, including the submittal of a Final Report, as found in Program Section 5.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 [ ];*
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; and*
iii. *A fully executed Grant Agreement with the DDA in a form approved by the DDA … must be entered by all necessary parties.*

The Grant Program controls what costs/expenses are recoverable as grant disbursements in Program Section 5.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.

The Board may approve the Final Report if it finds the following:

1. **The Applicant and the DDA entered a Grant Agreement;**
2. **The approved project was completed and the Final Report was submitted before the deadline of 5:00 p.m. on October 30, 2026; and**
3. **A Final Report was submitted that meets the required elements stated in the Program and Grant Agreement.**

A review of the Final Report documents was completed by City staff, and Staff's Final Review Form is provided with this AIS.

FINANCIAL CONSIDERATIONS

The Board can only approve disbursement of the grant funds for recoverable costs / expenses, as provided above. Further, the Board can only approve the disbursement in an amount up-to the grant amount awarded by the Board. The max grant amount allowed for this application is $5,000.00.

The Applicant provided copies of paid invoices and/or receipts for recoverable costs/expenses in a total amount that exceeds the $5,000.00 grant amount. The DDA Board may approve the distribution of the full grant amount of $5,000.00.

OPTIONAL BOARD ACTIONS

The Board may take one of the following actions by motion:

1. Approve the Final Report and payment of the full grant amount.
2. Deny approval of the Final Report and request that Applicant provide additional information.

MOTION OPTIONS

A motion made must be seconded and voted on by the Board.

1. **Motion to Approve Final Report and payment of the full grant award.**

   "I move to approve the Final Report of Rhapsody Market Bistro, LLC and for the City to issue payment in the amount of $5,000.00 as disbursement of the awarded grant for recoverable costs."

2. **Motion to Deny Approval of Final Report**

   "I move to deny approval of the Final Report of Rhapsody Market Bistro, LLC because the following required information is missing: <u>**STATE THE INFORMATION THAT IS NEEDED**</u>."

ATTACHMENTS

1. Executed Grant Agreement
2. Notice of Award
3. Staff's Final Report Review Form
4. Final Report of Rhapsody Market Bistro, LLC

GRANT AGREEMENT

[WPDDA 2026 Micro-Grant Program]

Project Property Address: 121 W Midland Ave
Teller County Assessor Acct. No.: R0000702

(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 Rhapsody Market Bistro, LLC, a Colorado Limited Liability Company, with a principal address at 121 W Midland Ave, Woodland Park, CO 80863 (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. 2026-02 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. 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 Five Thousand Dollars ($5000.00), 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: RGK

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

Jon Gemelke, Chair, Board of Directors

Date of execution: 7-7-26

ATTEST:

Secretary

Approved As To Form:

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:
Rhapsody Market Bistro, LLC

Signature: Diana Goetz Kane
Diana Goetz Kane, Owner

Date of execution: 06/09/2026

For Mailing Notice to the Grantee:

Rhapsody Market Bistro, LLC
Attn: Diana Goetz Kane
P.O. Box 7281, Woodland Park, CO

For Email Notice to the Grantee:

Diana Kane peak_bistro_market@outlook.com

[*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., Joes 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
2026 MICRO-GRANT PROGRAM

June 8, 2026

Rhapsody Market Bistro, LLC
121 W Midland Ave, Woodland Park, CO

Copy sent via email: peak_bistro_market@outlook.com

RE: **Notice of Award**
2026 Micro-Grant Program

Dear Rhapsody Market Bistro,

The Grant Committee ("Committee"), as authorized by the Board of Directors ("Board") for the Woodland Park Downtown Development Authority ("DDA"), has considered your application for a grant under the DDA's 2026 Micro-Grant Program ("Program").

The Committee is pleased to inform you that it has approved your application and, subject to the terms and conditions in the Program and the Grant Agreement, enclosed herewith, awards you a grant up-to the amount of $5000.00 ("Grant"). The Grant is for the Project as described in your application or a portion thereof as limited by the Committee pursuant to the information below.

Action Required:
You must return a fully signed and dated copy of the Grant Agreement to the DDA to confirm your intent to proceed with the Project. Failure to return a fully executed Grant Agreement shall forfeit the Grant.

A copy of the Grant Agreement signed by the Board Chair and Secretary will be provided to you after it is signed.

On behalf of the DDA, thank you for your interest in the Program. Please reach out if you have any questions.

Sincerely,
City of Woodland Park
Downtown Development Authority

Grant Committee on behalf of the DDA Board

Enclosures: Approved Application; Grant Agreement

Woodland Park Downtown Development Authority Micro-Grant Program 2026

Staff Review Form for Final Report

Applicant:	Rhapsody Market Bistro, LLC
Project Address:	121 W Midland Ave
Approval Amount (not to exceed)	$5000.00
Date Final Report Received:	July 24, 2026
Date DDA Board Meeting Review:	August 4, 2026

Scope of Project Approved by DDA for Reimbursement:
Pondless waterfall

Final Report Requirements	Satisfied?	Notes
Final Report deadline met (October 30, 2026, at 5:00 PM)?	yes	
A signed and dated Final Report form was provided.	yes	
Do the requested reimbursements meet the requirements of the Program? *(See Grant Program, Section 5.B. Recoverable Costs/Expenses)* Cost/Expenses **not** reimbursable: - Working capital - Acquisition of property, equipment, or inventory that is not Customer Facing or a fixture (i.e., permanent in nature). - Interior improvements that are not Customer Facing. - Refinancing of existing debt.	yes	
Paid-in-full receipts / invoices are provided? *(Must show $0 balance due.)*	yes	
Post-project completion photos are provided that show the items were installed per the approved Project?	yes	
Did total reimbursable costs reach max grant amount awarded?	yes	The max grant amount that can be awarded per the Grant Agreement is $5000.00
Were copies of governmental approvals and permits provided (if applicable)?	n/a	The waterfall and landscaping did not require a ZDP

FINAL REPORT – STATEMENT BY GRANTEE
Woodland Park Downtown Development Authority
2026 Micro-Grant Program

The undersigned hereby submits this Final Report to the Woodland Park Downtown Development Authority ("DDA") and certifies as follows:

1. The Project, as approved by the DDA in the Notice of Award enclosed herewith ("Grant Approval"), is complete.
2. The Project was completed in conformity with the Grant 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 DDA consider this Final Report, along with all supporting documents submitted herewith, for approval of the disbursement of grant funds.

By: Diana Kane

Signor's Printed Name: Diana Kane

Date of execution: 07/24/2026

Enclosures:
- Copies of governmental approvals and permits (if applicable)
- Proof of payment for reimbursable costs (paid-in-full receipts and invoices)
- Pictures of the completed Project

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Diana Goetz Kane

2 Business name/disregarded entity name, if different from above

Rhapsody Market Bistro, LLC

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☑ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ ________

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) ________

Exemption from FATCA reporting code (if any) ________

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

PO Box 7281

Requester's name and address (optional)

6 City, state, and ZIP code

Woodland Park, CO 80863

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

3 8 3 – 7 8 – 8 4 7 0

or

Employer identification number

    –

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person ▶** Diana Kane **Date ▶** 07/24/2026

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

INVOICE

Purely Ponds & Waterfalls
PO Box 88456
Colorado Springs, CO 80908

jessica@purelyponds.com
+1 (719) 896-0038
www.purelyponds.com

Bill to
Diana & Jeremy Kane
121 W. Midland Ave.
Woodland Park, CO 80863

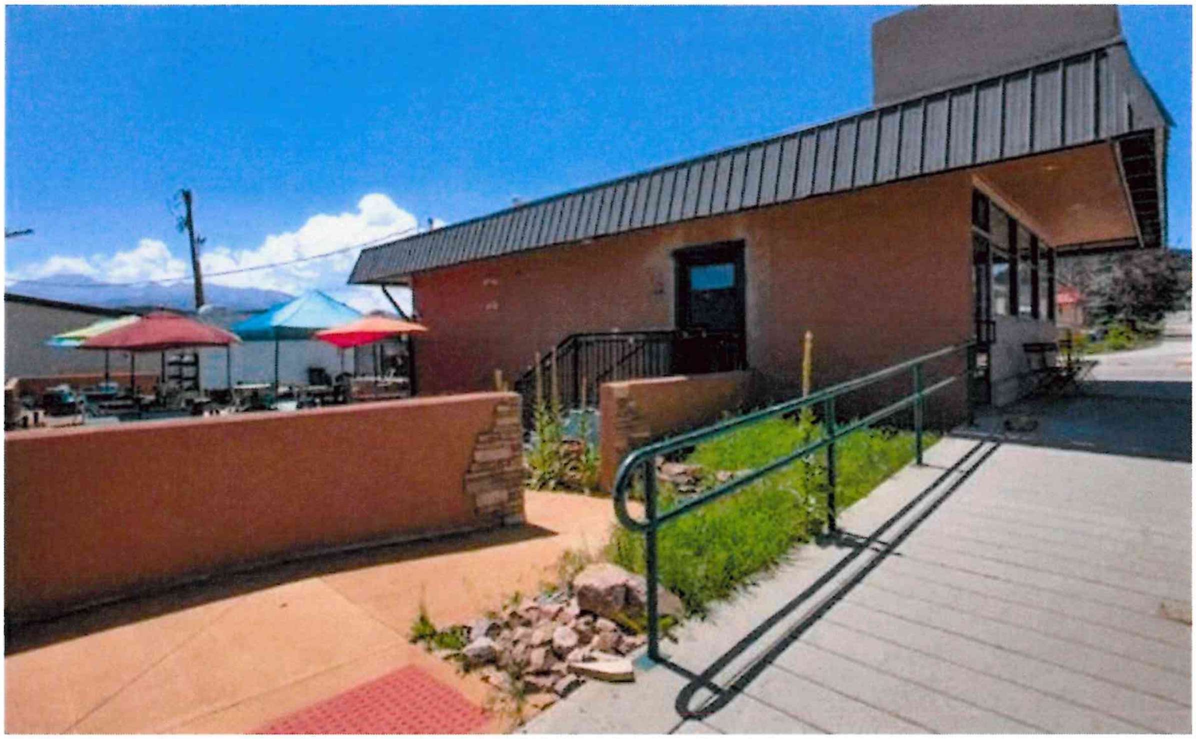
Invoice details
Invoice no.: 8179
Terms: Due upon completion
Invoice date: 05/20/2026

Product or service	Description	Qty	Rate	Amount
Spring Fountain	Spring Fountain installation of artistically and strategically arranged set of boulder clusters to rise about 30 inches and create a spring fountain waterfall effect viewable around the feature. It will reside within an 8'x8' waterproof basin. A 4000 gph pump will be installed. Some extra boulders set to blend and add interest.	1	$11,500.00	$11,500.00

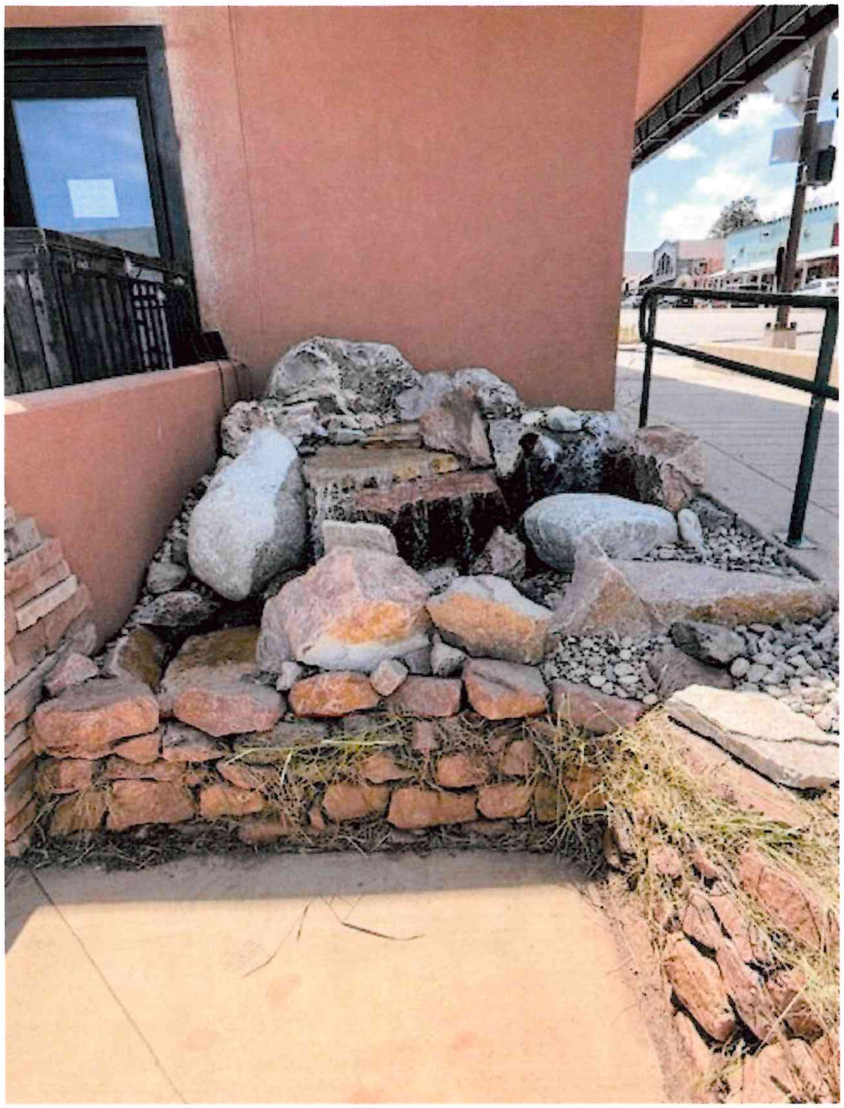
Ways to pay

VISA DISCOVER AMEX BANK PayPal venmo affirm

Total	**$11,500.00**
Deposit	$1,000.00
Payment	-$10,500.00
Balance due	**$0.00**



E Elevation




"COWHAND

DDA TIF Reimbursement Check Request from City of Woodland Park

To: Finance Director, City of Woodland Park

Copy to: City Manager, City of Woodland Park

From: Chair, Downtown Development Authority

Subject: Payment of TIF Reimbursement

Meeting Approval Date:	August 04, 2026
Payable To:	PURPLE MOUNTAIN HOSPITALITY II, LLC
Reference:	See attachment(s) for documentation
Reimbursement Amount:	$46,680.76
Reimbursement GL:	
V#:	
Invoice Received:	

Chair / Vice-Chair

Print Name Signed Date

Secretary

Print Name Signed Date

Subject **Fwd: TIF Reimbursement**
From <mark@woodlandcountrylodge.com>
To Mark <mark@woodlandcountrylodge.com>
Date 2026-06-16 12:50

City of Woodland Park, Kimberly 719-412-3432

-------- Original Message --------
Subject: TIF Reimbursement
Date: 2025-05-02 14:34
From: mark@woodlandcountrylodge.com
To: Mark <mark@woodlandcountrylodge.com>

6-16-2026

City of Woodland Park, Colorado
Downtown Development Authority

Attn: John Gemelke, Chair

Dear Mr. Gemelke,

Please consider this letter as my request for our TIF reimbursement.
The Real Property Tax amount paid to the Teller County Treasurer was $100,708.82 and was paid on 6-12-2026. Please let me know if you have any questions.

Sincerely,

Mark Rabaut

Purple Mountain Hospitality II, LLC

Cell: 586-822-6006

Teller Treasurer
Receipt of Tax Payment

Account	Parcel Number	Receipt Date	Receipt Number
R0056402	6329.243510020	Jun 12, 2026	2026-06-12-DM-189332

PURPLE MOUNTAIN HOSPITALITY II LLC
723 W US HIGHWAY 24
WOODLAND PARK, CO 80863-4003

Situs Address
722 COUNTRY DRIVE WOODLAND PARK 80863

Payor
PURPLE MOUNTAIN HOSPITALITY II LLC
723 W US HIGHWAY 24
WOODLAND PARK, CO 80863-4003

Legal Description
L2 TAMARAC CENTER 3

Property Code		Actual	Assessed	Year	Area	Mill Levy
LODGING - LAND	- 2115	221,938	59,920	2025	63	51.745
LODGING - IMPS	- 2215	4,378,062	1,182,080	2025	63	51.745
LODGING - LAND	- 2115	221,938	59,920	2025	63	29.341
LODGING - IMPS	- 2215	4,378,062	1,182,080	2025	63	29.341

Payments Received

Check — Multi-Account Payment

Check # 1206

Payor PURPLE MOUNTAIN HOSPITALITY, LLC 586 822 6006
GAVE RCPT

Check — Multi-Account Payment

Check # 1304

Payor PURPLE MOUNTAIN HOSPITALITY, LLC 586 822 6006
GAVE RCPT

Payments Applied

Year	Charges	Billed	Prior Payments	New Payments	Balance
2025	Tax Adjustment	$0.00	($50,354.41)	$50,354.41	$0.00
2025	Tax	$0.00	$0.00	$0.00	$0.00
				$50,354.41	$0.00
		Balance Due as of Jun 12, 2026			**$0.00**

ACCOUNT #	R0056402
PARCEL #	6329.243510020
TAX DISTRICT #	63

REAL ESTATE PROPERTY TAX NOTICE
2025 TAXES DUE IN 2026

TELLER COUNTY TREASURER
P.O. BOX 367
CRIPPLE CREEK, CO 80813
(719) 689-2985

TAX AUTHORITY	TAX LEVY	TEMP TAX CREDIT	GENERAL TAX
TELLER COUNTY	14.65300	0.00000	18199.03
RE-2 SCHOOL DIST	29.34100	0.00000	36441.52
CITY OF WOODLAND PARK	15.75000	0.00000	19561.50
NE TELLER COUNTY FIRE	13.21400	0.00000	16411.79
RAMPART LIBRARY	4.12700	0.00000	5125.74
WOODLAND PARK DDA	0.00000	0.00000	0.00
UTE PASS REGIONAL HEALTH	4.00100	0.00000	4969.24
TOTAL	NET LEVY--> 81.08600		100,708.82
		LATE FILING FEE	0.00
		SPECIAL ASSESSMENT	0.00
		SENIOR HOMESTEAD EXEMP	(0.00)
		PREPAYMENT APPIED	0.00
		GRAND TOTAL	100,708.82

THIS IS THE ONLY NOTICE THAT YOU WILL RECEIVE!

SB 25 – In absence of State Legislative Funding, your School General Fund mill levy would have been 45.317

VALUATION	ACTUAL
LAND	$0
IMPROVEMENTS	$0
TOTAL	$4,600,000
SR/VET EXEMPT	($0)
PERS PROPERTY	$0

MESSAGES

Value for 2026 will not change unless you receive a new NOV in May 2026.

Assessment rates will be made available on the Assessor website when rates are set.

Pursuant to C.R.S. § 39-10-103 property value information is available on The Assessor's website.

LEGAL DESCRIPTION OF PROPERTY

L2 TAMARAC CENTER 3

Pd 1st Half 50,354.41
Ck# 1301 2-25-26
Pd 2nd Half 50,354.41
Ck# 1304 6-10-26

PROPERTY LOCATION: 722 COUNTRY DRIVE WOODLAND PARK 80863

Unpaid prior year taxes:

No

Contact Treasurer's Office immediately if a number appears above.

PAYMENT	DUE DATE	AMOUNT
FIRST HALF	FEB 28, 2026	50,354.41
SECOND HALF	JUN 15, 2026	50,354.41
FULL PAYMENT	APR 30, 2026	100,708.82

R0056402

PURPLE MOUNTAIN HOSPITALITY II LLC
723 W US HIGHWAY 24
WOODLAND PARK, CO 80863-4003

Make Checks Payable To:
TELLER COUNTY TREASURER, OR VISIT WWW.TELLERCOUNTY.GOV/TREASURER-OFFICE FOR ONLINE PAYMENT OPTIONS.

POST DATED CHECKS ARE NOT ACCEPTED

All checks will be deposited upon receipt.
If you have sold this property, please forward this statement to the new owner or return to this office marked "property sold."

Please see reverse side of this form for additional information.

RETAIN TOP PORTION FOR YOUR RECORDS

TIF Reimbursements

2020	75%	15,261.40	11-17-20
2021	75%	29,710.15	5-28-21
2022	75%	25,944.05	7-18-22
2023	75%	26,211.37	6-20-23
2024	75%	72,286.18	7-8-24
2025	50%	48,640.17	8-4-25

Joshua Myers

From: Joshua Myers
Sent: Monday, July 27, 2026 3:06 PM
To: 'Aaron Vassalotti'
Subject: RE: Tif Reimbursement
Attachments: DDA 7_2_2024 Reimbursement.pdf; DDA 9_10_24 Reimbursement.pdf

Hi Aaron,

I reviewed the documents you provided in your email below, which are reattached to this email for ease of reference. Based on my review, here is what I found:

1. I agree with Marcus' opinion that the payment in 2024 should have been 75% of the TIF revenues received instead of 50%.
2. The DDA 7-2-2024 Reimbursement check request Reimbursement Amount does not match the number on the spreadsheet. Spreadsheet = $46,191.54 and the Reimbursement Amount = $49,191.54.
3. The two payments from July and September should have equaled $69,283.93 (75% of the tax increment of $92,378.57).
4. The two payments from July and September equaled $72,286.18, which is $3,002.25 higher.
5. Before any adjustment, the TIF Reimbursement Amount for 2025 taxes paid in 2026 = $49,683.01.

Based on the foregoing, the 2026 TIF reimbursement amount should be reduced by $3,002.25 to the total amount of $46,680.76. This will capture the clerical error between the spreadsheet and the reimbursement amount discussed in No. 2 above.

Please let me know if you do not agree.

Thank you!

Joshua Myers, *Attorney*
jmyers@mgmfirm.com
D: (303) 459-2294
O: (303) 459-2725
5299 DTC Blvd., Suite 300
Greenwood Village, CO 80111

From: Aaron Vassalotti <avassalotti@woodlandpark.gov>
Sent: Tuesday, July 7, 2026 10:43 AM

To: Joshua Myers <JMyers@mgmfirm.com>
Subject: Fw: Tif Reimbursement

Caution: External (avassalotti@woodlandpark.gov)

Sensitive Content Details

Safe Spam Phish More... Protection by ContactPC

Joshua,

Attached are the backup documents for the TIF reimbursements.

Thank you,
Aaron

From: Jessica Scott <jscott@woodlandpark.gov>
Sent: Tuesday, July 7, 2026 10:40 AM
To: Aaron Vassalotti <avassalotti@woodlandpark.gov>; Lindsey Ahtye <lahtye@woodlandpark.gov>
Subject: Re: Tif Reimbursement

Hey Aaron,

We sent the 2024 back-up to Iron Mountain. I found what I assume was the backup in the DDA meeting agendas.

Let me know if this doesn't work and we can request the files from Iron Mountain.

Jessica Scott
Finance Director
jscott@woodlandpark.gov
O: 719-687-5206
C: 719-967-3821

WOODLANDPARK.GOV

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

From: Aaron Vassalotti <avassalotti@woodlandpark.gov>
Sent: Monday, July 6, 2026 3:41 PM
To: Lindsey Ahtye <lahtye@woodlandpark.gov>; Jessica Scott <jscott@woodlandpark.gov>
Subject: Fw: Tif Reimbursement

Hi Lindsey,

Can you pull me the backup for the 2 payments below to Purple Mountain Hospitality?

'iew GL Account 2024 (215-710-2400) - TIF Reimbursement Agreements

Monthly | Master | Totals | Items | History | Auto | Notes

G/L History Inquiry

Date Range: 01 / 01 / 2024 **To:** 12 / 31 / 2024

Main | Notes | Maintenance | Filters | Sorts

	Date	Amount	Batch	Tran Type	Descripti
	06.13.2024	14,480.53	45682	EXP	PAYABLE TO: TA
	07.03.2024	49,191.54	45799	EXP	PAYABLE TO: PU
	09.12.2024	23,094.64	46088	EXP	PAYABLE TO: PU
	12.12.2024	20,393.98	46439	EXP	1.00 TIF REIMBU
	12.31.2024	58,865.95	46550	EXP	PAYABLE TO: W
	12.31.2024	166,026.64-	0	J/E	YEAR END CLO

Showing 1 To 6 Of 6 Rec

From: Joshua Myers <JMyers@mgmfirm.com>
Sent: Monday, July 6, 2026 3:30 PM
To: Aaron Vassalotti <avassalotti@woodlandpark.gov>; Jon Gemelke <jgemelkedda@woodlandpark.gov>
Cc: Kimberly Burleson <kburleson@woodlandpark.gov>
Subject: RE: Tif Reimbursement

Aaron:

Apologies for the delayed response. I was out all last week on vacation and had very minimal wifi access.

Your calculation appears to be generally correct, but there appears to be a discrepancy between the amount of the repayment for tax year 2023 paid in 2024. According to what the owner provided, the DDA made a payment of $72,286.18; but the worksheet shows the amount should have been $69,283.93. Are you able to confirm the amount that was actually approved and paid? If there was an overpayment, then we would need to adjust this payment by the difference.

Joshua Myers, *Attorney*
jmyers@mgmfirm.com
D: (303) 459-2294
O: (303) 459-2725
5299 DTC Blvd., Suite 300
Greenwood Village, CO 80111

From: Aaron Vassalotti <avassalotti@woodlandpark.gov>
Sent: Monday, June 29, 2026 1:44 PM
To: Joshua Myers <JMyers@mgmfirm.com>; Jon Gemelke <jgemelkedda@woodlandpark.gov>
Cc: Kimberly Burleson <kburleson@woodlandpark.gov>
Subject: Fw: Tif Reimbursement

Good Afternoon,

The attached TIF reimbursement request was received from Purple Mountain Hospitality (Microtel). The DDA TIF agreement worksheet is attached for your review.

Thank you,

Aaron

From: Anita Riggle <ariggle@woodlandpark.gov>
Sent: Monday, June 29, 2026 10:33 AM
To: Aaron Vassalotti <avassalotti@woodlandpark.gov>; Jon Gemelke <jgemelkedda@woodlandpark.gov>
Cc: Kimberly Burleson <kburleson@woodlandpark.gov>
Subject: Tif Reimbursement

Good morning,

This information was dropped off at the city last week.

Thanks,

Anita Riggle
Economic Development and Budget Analyst
City of Woodland Park

220 W. South Avenue

Woodland Park, CO 80866

ariggle@woodlandpark.gov
O 719-687-5216 C 719-725-4839

INVOICE

Invoice # 10098
Date: 07/09/2026
Due On: 08/08/2026

Michow Guckenberger McAskin, LLP

5299 DTC Blvd, Suite 300
Greenwood Village, CO 80111
United States
Phone: 303.459.2725

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

WOODLAND PARK DOWNTOWN DEVELOPMENT AUTHORITY-(GC)

Date	Attorney	Notes	Quantity	Rate	Total
06/01/2026	Joshua Myers	Reviewing multiple Grant Agreements; email correspondence w/ A. Riggle re: same.	0.80	$275.00	$220.00
06/02/2026	Joshua Myers	Prepare for and attend (online) the DDA Board meeting; email to A. Hudson re: agenda items for July and August meetings.	1.40	$275.00	$385.00
06/03/2026	Joshua Myers	Reviewing multiple Grant Agreements; email correspondence w/ A. Riggle re: same.	0.50	$275.00	$137.50
06/04/2026	Joshua Myers	Reviewing a draft Grant Agreement; email to A. Riggle re: same.	0.10	$275.00	$27.50
06/04/2026	Joshua Myers	Review email from K. Burleson re: grant award procedures; review Grant Program; email reply to K. Burleson.	0.30	$275.00	$82.50
06/04/2026	Joshua Myers	Review email from K. Burleson requesting legal opinion on membership requirements for the DDA Board; conduct legal research and review C.R.S. § 31-25-805 and 806; email reply to K. Burleson re: same.	1.20	$275.00	$330.00
06/09/2026	Joshua Myers	Reviewing multiple Grant Agreements; email correspondence w/ A. Riggle re: same.	0.30	$275.00	$82.50
06/11/2026	Joshua Myers	Reviewing multiple Grant Agreements;	0.80	$275.00	$220.00

		email correspondence w/ A. Riggle re: same.			
06/11/2026	Joshua Myers	Reviewing request of Chair Gemelke re: the DDA's outstanding bonds; reviewing 2012 and 2018 Bond financing documents, including Bond Ordinance, Sale Certificate, Tax Compliance Certificate, and Specimen Series for both the 2012 and 2018 Bonds, to determine if the bond debt can be paid in full without penalty, the estimated payoff amount, and the actions required under the documents.	2.10	$275.00	$577.50
06/15/2026	Joshua Myers	Review and reply to email from M. Mendoza re: Help the Needy Board Resolution authorizing D. Idleman to represent Help the Needy on the DDA Board.	0.10	$275.00	$27.50
06/16/2026	Joshua Myers	Conferring w/ M. McAskin re: redeeming the 2012 and 2018 Bonds; email to Chair Gemelke and A. Vassalotti re: same.	0.90	$275.00	$247.50
06/16/2026	Marcus McAskin	Meeting with J. Myers to discuss advance payoff of 2018 bonds. Review information related to Series 2012 bonds as well.	0.40	$295.00	$118.00
06/16/2026	Joshua Myers	Reviewing multiple Grant Agreements; email correspondence w/ A. Riggle re: same.	0.20	$275.00	$55.00
06/17/2026	Joshua Myers	Reviewing Grant Agreement; email correspondence w/ A. Riggle re: same.	0.10	$275.00	$27.50
06/22/2026	Joshua Myers	Reviewing multiple Grant Agreements; email correspondence w/ A. Riggle re: same.	0.40	$275.00	$110.00
06/22/2026	Joshua Myers	Reviewing agenda for DDA Board meeting in July drafted by A. Hudson; email to A. Hudson re: same.	0.50	$275.00	$137.50
06/22/2026	Ashley Hudson (Paralegal)	Prepare agenda and accompanying documents for 7/7/2026 meeting. Draft resolutions for meeting.	0.90	$125.00	$112.50
06/23/2026	Joshua Myers	Reviewing multiple Grant Agreements; email correspondence w/ A. Riggle re: same. Begin reviewing and revising draft DDA Board Resolutions 2026-06 and 2026-07.	1.40	$275.00	$385.00
06/23/2026	Joshua Myers	Review email from City Manager; begin reviewing Woodland Station Development Agreement.	0.60	$275.00	$165.00

06/23/2026	Marcus McAskin	Review and respond to emails re addition of paralegal / admin billing rate for client (0.2), begin review of Tava development agreement re alienability of property, initial email to J. Myers re same (0.25).	0.50	$295.00	$147.50
06/24/2026	Joshua Myers	Continue drafting DDA Board Resolutions 2026-06 and 2026-07; email to City Manager re: budget account for Bergstrom Park grant; email Chair Gemelke and A. Vassalotti re: N. Williams review of development agreement for Woodland Station.	1.70	$275.00	$467.50
06/25/2026	Joshua Myers	Finalize DDA Board Resolutions 2026-06 and 2026-07; finalize first draft of the DDA Board July Meeting Agenda; review letter amending 2026 legal fee schedule; email to Chair Gemelke and City staff transmitting draft agenda for review.	1.40	$275.00	$385.00
06/26/2026	Joshua Myers	Reviewing multiple Grant Agreements; email correspondence w/ A. Riggle re: same.	0.20	$275.00	$55.00
06/26/2026	Joshua Myers	Reviewing the Final Report documents for Fiesta Mexicana Restaurant No. 1 and for Model Citizen Coffee Company; preparing Agenda Item Summaries for both Final Reports; email to A. Riggle requesting fully executed copy of both grant agreements.	0.50	$275.00	$137.50
06/26/2026	Joshua Myers	Review and reply to email from Chair Gemelke re: adding discussion re: the WPDDA's bonds as an agenda item for WPDDA Board Meeting; email to A. Vassalotti re: same.	0.30	$275.00	$82.50
06/26/2026	Joshua Myers	Email to N. Williams re: review of development agreement for Woodland Station.	0.10	$275.00	$27.50
06/29/2026	Joshua Myers	Review emails from A. Riggle re: fully executed agreements for Final Reports to be heard at DDA Meeting on July 7.	0.10	$275.00	$27.50

Subtotal **$4,778.00 USD**

Total **$4,778.00 USD**

Detailed Statement of Account

Other Invoices

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
10045	07/09/2026	$3,969.00 USD	$0.00 USD	$3,969.00 USD
			Outstanding Balance	**$3,969.00 USD**

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
10098	08/08/2026	$4,778.00 USD	$0.00 USD	$4,778.00 USD
			Outstanding Balance	**$4,778.00 USD**
			Total Amount Outstanding	**$8,747.00 USD**

Please make all amounts payable to: Michow Guckenberger McAskin, LLP