



EAGLE DOWNTOWN DEVELOPMENT AUTHORITY (DDA)
Town Hall, Castle Conf Room | 200 Broadway
Wednesday, December 13, 2023 | 12:00PM – 2:00PM
IN-PERSON

Welcome+ Roll Call

Approval of Minutes (5 minutes)

- Minutes dated November 8, 2023

DCI Presentation (50 minutes)

- DCI Scope of Work and 2024 Contract
- Communications & Marketing Summary: Accomplishments & 2024 Outlook
- Presentation to Town Council on DDA Updates & 2024 Outlook – date?
- Initiate Sector Partnership outreach to Gypsum, VVP, other?

Walking Mountain Science Center Presentation (30 minutes)

- Energy Rebate Program for Downtown Businesses

DDA Financials

- Troy Bernberg

DBA Update (5 minutes)

EVC Update (5 minutes)

Town Business (5 minutes)

- Community Development and MEAC updates

Administrative (10 minutes)

- Adrienne's Resignation – Begin advertisement.
- 4/10/24 meeting conflict with Eagle Municipal Court – need to change time or day.
- Renewal of Talia's contract for 2024.

Future Agenda Items (5 minutes)

- Parking education and etiquette Downtown.

Public Comment (5 minutes)

Adjourn

Next Meeting: Wednesday, January 10th, 12:00pm – 2:00pm, Eagle Town Hall



EAGLE DOWNTOWN DEVELOPMENT AUTHORITY (DDA)

Wednesday, Nov. 8th, 2023 12:00-2:00 pm IN PERSON

Welcome + Roll Call

Called to order at 12:11 pm

Board Members Present: Greg Schroeder, Marci Leith, Scott Schlosser, Collin Hutchins, Jake Roach

Town Staff present: Nikki Davis

Others Present: Michelle Morgan, Mick Daly

Attending on Zoom: Troy Bernberg (DDA Financial Advisor), Kat Correll, Melissa Daruna

Minutes Approval

Marci Leith motioned to approve the September minutes, seconded by Scott Schlosser
The motion approved 5-0

DDA Project Investment Application (15minutes)

Slope & Hatch at Broadway Station

Communication and Marketing Projects

Updates from Marci

Request to update Talia's Contractor Service Agreement motioned by Marci, second by Scott and approved 5-0

DDA Financials

Troy Bernberg - Deferred to December, pending 2024 Town Budget Approval

DCI Presentation (50 minutes)

Sector Partnerships update

Eagle DDA to pursue partnerships with Gypsum

DDA Management Strategies

Public meeting structure for 2024: Guest Speakers, Educational sessions, project updates

DCI 2024 Contract - Exec. Director part time possible

EVC Update (5 minutes)

Town Council adopted the Economic Development Plan

DBA Update

Christmas on Broadway

Eagle Arts ArtWalk

Chamber of Commerce Wassail Fest

Town Business (20 minutes)

Community Development and MEAC updates

Welcome! New businesses on Broadway

Second Street Tavern, Hidden Table Games, Slope & Hatch, The Tea Party, Canela

Future Agenda Items

Presentation to Council: 2024 Outlook

Public Comment (5 minutes)

Adjourn: 2:10pm Motion by Marci Second by Collin

Next meeting: Wednesday Dec. 13th, 12:00 - 2:00pm Eagle Town Hall



COMMUNITY AGREEMENT

This Service Agreement ("Agreement") is made and entered into as of November 15, 2023 (the "Effective Date") by and between Downtown Colorado, Inc. ("DCI") and the Eagle DDA ("Community") DCI and Community are each referred to in this Agreement individually as a "Party" and, collectively, as the "Parties".

RECITALS:

Community desires to pay certain funds to DCI, which funds are intended to be used by DCI for purposes of fulfilling its obligations pursuant to the Scope of Work to pay any fees outlined in the Project Description and for compensating DCI for services to be performed pursuant to this Agreement.

AGREEMENT:

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, DCI and Community hereby agree as follows:

1. **Services.** During the Term, DCI shall provide to Community the services set forth on Appendix A attached hereto (the "Services"). DCI will determine the method, details and means of performing the Services. DCI may perform the Services at any place or location and at such times as DCI shall determine. DCI is expressly permitted to utilize any employees or independent contractors to complete the Services, and Community shall have no rights of approval as to the hiring and retention of any of DCI's employees and independent contractors. DCI may utilize the services of any employees or independent contractors at its sole discretion.

2. **Schedule.** DCI shall commence the Services upon the Effective Date, and shall continue performance of the Services through the date set forth for completion in the attached scope (the "Term") unless the Term is extended or shortened by mutual agreement of the Parties in writing, or the Agreement is terminated earlier as set forth herein.

3. **Fee.** Community shall pay DCI a fee in the amount of \$2,500 (the "Community Fee").

4. **Obligations of DCI.** DCI shall perform the following obligations:

a. Perform the Services in compliance with all applicable federal, state, and local laws and regulations; and

b. To the extent Community pays DCI the Community Fee, DCI shall fulfill its obligations pursuant to the Recast Agreement to pay the fees required thereunder to Recast. Any remaining portion of the Community Fee shall be retained by DCI as compensation for the Services.

5. **Release of Liability.** The duties of DCI pursuant to this Agreement are limited to those specified herein. The Parties acknowledge and agree that DCI and any consultants identified are separate entities and DCI cannot control the activities of consultants. Community therefore agrees that any breach by Consultants of Consultants' obligations under the consultant Agreement shall not constitute a breach of this Agreement and that Community will have no claim or cause of action of any kind against DCI in such event. The Parties acknowledge and agree that Community is a third party beneficiary of Consultants' obligations under the Consultants' Agreement and may exercise its remedies thereunder in the event of the breach by Consultants of Consultants' obligations under the Recast Agreement.

6. **Indemnity.** Community shall indemnify and hold harmless DCI or any of its directors, officers, employees or agents from any and all claims, actions, losses, expenses, costs or damages that DCI or any of its directors, officers, employees or agents, may incur or sustain in connection with this Agreement, except to the extent resulting from DCI's negligence, willful misconduct or intentional wrongful act or omission.

7. **Intellectual Property.** Upon full and final payment of any earned fees due hereunder, the Community will own all right, title and interest in and to the reports, work product or other written deliverables provided to Community in connection with the Services (collectively, the "Deliverables"), including the intellectual property rights therein. DCI agrees that the Deliverables are hereby deemed a "work made for hire" as defined in 17 U.S.C. § 101 for Community. If, for any reason, any of the Deliverables do not constitute a "work made for hire," DCI hereby irrevocably assigns to Community, in each case without additional consideration, all right, title, and interest throughout the world in and to the Deliverables, including all intellectual property rights therein.

8. **Independent Contractor Status.** Nothing contained in or performed pursuant to this Agreement is intended to be or should be construed as creating an agency, employee- employer, partnership, or joint venture relationship between the Parties or any of their affiliates, agents or employees for any purpose. DCI is and will remain an independent contractor in its relationship to Community, and DCI's agents are not and will not become Community's employees. DCI acknowledges that it is not entitled to receive any employment benefits from the Community. DCI agrees to satisfy all tax and other governmentally imposed responsibilities relating to the performance of the services, including, but not limited to, payment of state, federal and social security taxes, unemployment taxes, workers' compensation and self-employment taxes. No federal, state or local taxes of any kind shall be withheld or paid by Community, on DCI's behalf or on behalf of any employee or agent of DCI.

9. **Termination of Agreement.** Either party may terminate the Agreement for any reason, provided the party seeking termination provides the other thirty (30) days' written notice. Regardless of the reason for termination of this Agreement, DCI shall promptly deliver to Community all Deliverables, whether complete or incomplete. The terms of Sections 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, and 15 shall survive the expiration or earlier termination of this Agreement.

10. **Assignment.** Neither Party may assign its rights or obligations under this Agreement without the prior written consent of the other Party.

11. **Amendments.** Any amendment to this Agreement must be in writing and signed by both Parties to be valid and binding.

12. **Severability.** Each of the paragraphs contained in this Agreement is unique and severable. In the event that any section, provision or part of this Agreement is declared invalid, illegal or unenforceable, the remaining parts of this Agreement shall remain in full force and effect and such declaration shall not affect the validity or enforceability of any other parts of this Agreement.

13. **Governing Law and Forum.** This Agreement shall be governed by and constructed in accordance with the laws of the State of Colorado and the federal laws applicable therein. Any disputes arising from this Agreement or between the Parties with respect to the Services shall be resolved in a court of competent jurisdiction in the City and County of Denver, Colorado. The prevailing Party of any dispute regarding the terms of this Agreement shall be paid its reasonable attorney's fees from the non-prevailing Party.

14. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter described in this Agreement and supersedes and replaces in its entirety all previous agreements, communications and understandings relating to the matters referred to in this Agreement.

15. **Notices.** Any notice to be made or given under this Agreement shall be delivered in writing and may be made by electronic mail, personal delivery or by certified mail to the following recipient at the addresses below:

Downtown Colorado, Inc.
Katherine Correll
Executive Director
1420 Ogden St
Denver, CO 80218
Email:

director@downtowncoloradoinc.org

Eagle DDA
Greg Schroeder
DDA Board Chair
Email: greg@mcdowelleng.com

Notice given by personal delivery shall be deemed to have been given on the day of delivery, and if given by certified mail, on the date the certified mail is accepted. Notice given by electronic mail shall be deemed to have been given upon written acknowledgment of receipt by the receiving Party.

[Signature page below.]

IN WITNESS WHEREOF the Parties have executed this Agreement effective as of the Effective Date.

Katherine Correll, Downtown Colorado, Inc.
"DCI"

NAME
"Community"



DCI SCOPE OF WORK EAGLE DDA CAPACITY & ACTION PLANNING

BACKGROUND

The Eagle DDA is continuing to prepare and carry out duties and opportunities of a new DDA and is looking to continue momentum. The strategy work will focus on an enhanced membership with Downtown Colorado, Inc. as support throughout the process along with educational speakers, DDA promotion, identification of funding opportunities, and assistance with proposal development. This work is important because the Eagle DDA has continued preparing and moving forward while waiting for funds from Tax Increment Finance and town staff changes. The Eagle DDA now needs to prepare for additional funding options, management capacity, strengthened local partnerships, and consistent support from town staff. Overall, the DDA serves as a key player and partner in growing local downtown vitality and business opportunity and this action planning should engage and establish a strategy for the future.

DCI SERVICES \$3,000 ENHANCED DCI MEMBERSHIP

Downtown Colorado, Inc. could work on the following components of the continued support and capacity building process.

- **Educational Speakers:** DCI staff will work with town staff and DDA Board to outline topics and speakers for the board meeting discussions.
- **Eagle DDA Promotion:** DCI will communicate and build awareness about opportunities with and news from the Eagle DDA to the larger Colorado downtown and DDA network.
- **Funding Opportunity Identification:** DCI will investigate and report on funding opportunities. If feasible, DCI will work with one or more board member to assist with proposal development
- **DCI at DDA Meetings:** DCI will attend 1-2 DDA meetings when applicable to DCI specific support.
- **DDA Management:** DCI will investigate and connect the DDA with resources to assist with overall management of the DDA through the start up years.

ENGAGEMENT TIMELINE*

Jan	2023 Accomplishments Shared with Town Trustees (optional)
Feb	Priorities & Goals Aligned to 2-3 Educational Sessions (optional)
Mar	Continued Monitoring of Grants and Partnership Opportunities
Apr	IN THE GAME Event – 2 members of DDA Board
May	Continued Monitoring of Grants and Partnership Opportunities
June	Continued Monitoring of Grants and Partnership Opportunities

**All dates are tentative and must be confirmed three weeks in advance and DCI included in the 2 week planning meeting.*



EAGLE DOWNTOWN DEVELOPMENT AUTHORITY (DDA)

Sector Partnership Review

PROGRAM OVERVIEW

Sector Partnerships “are partnerships of business leaders, from the same industry and in a shared labor market region, who work with education, workforce development, economic development, and community organizations to address the workforce and other competitiveness needs of their industry.” Download [Sector Partnerships Overview](#)

Today’s “next generation” sector partnerships center on strong industry leadership. The agenda is defined entirely by business leaders and focused on addressing what matters most to them: ensuring the industry has what it needs to grow and thrive. Since next generation sector partnerships tackle more than just workforce issues, the partnership has staying power, acting as a sustainable forum for business leaders to address shared priorities and work in collaboration with a cross section of public partners in workforce development, economic development, and education. [ABOUT SECTOR PARTNERSHIPS](#)

EAGLE COUNTY IS REGION 12

Sector Partnership areas can overlap, and there is no minimum size for starting a partnership. There are no active partnerships in region 12 at this time. Information about launching and sustaining sector partnerships can be found here: [Launching Sector Partnerships Information](#). Eagle County is in the Rural Resort Sub-Area Workforce Development Board. No information is available online.



PROCESS TO FORM A PARTNERSHIP

- Connect with regional CDLE Sector Convenor to convene primary partners in an industry area to talk about the goals.
- CDLE Sector Convenor adds members who have adjoining interests, including educators, economic development entities, etc.
- Hold a partnership launch event with partners and contributors. Build consensus around key problems and goals areas.
- Hold quarterly (as needed) meetings

FUNDING FOR PARTNERSHIPS

Working to reinstate a \$120K/year grant that sector partners can access to pay for staff, capacity building, and implementation.

Energy & Buildings

- » Home Energy Assessment
- » Free Business Walkthrough
- » Free Energy Coaching
- » Rebates available to off-set project costs
- » Low-to-moderate income (LMI) household incentives
- » Local Qualified Contractor List
- » Educational Materials, Workshops, and Trainings
- » Radon awareness and free home test kits



Speak with an Energy Coach:



Sustainable Business

- » Sustainability training & certification for businesses (including tourism)
- » Elevate business performance
- » Learn best management practices specific to business sustainability principles



Start the Process:



Climate Action

- » More than 30 organizations working together to implement our local Climate Action Plan
- » Working to reduce Eagle County carbon emissions 50% by 2030 and 80% by 2050
- » Organizations and individuals can get involved



Download the Climate Action Plan:



walking mountains[®] science center

CLIMATE ACTION

ENERGY & BUILDINGS RESOURCES

RECYCLING & WASTE REDUCTION

SUSTAINABLE BUSINESS TRAINING

SUSTAINABLE DESTINATIONS

SUSTAINABLE TOURISM

Be An Agent of Change

Incorporate sustainability into your life, by reading Walking Mountains Sustainability tips:



In Partnership With



YOUR GUIDE TO ENERGY IN HOMES & BUSINESSES





3 STEPS

TO MAKE
ENERGY IMPROVEMENTS
SIMPLE & AFFORDABLE

STEP 1

Get a home energy assessment
or business energy walkthrough

STEP 2

Connect with an Energy Coach
to develop a custom action plan
and start improvements

STEP 3

Apply for rebates
and start saving
money!



ENERGY IN HOMES & BUSINESSES

COACHING & SOLUTIONS

HOME ENERGY ASSESSMENT

A low-cost or free review of your home's thermal spaces, insulation, mechanical systems, and more, by a certified building analyst. A custom report is provided with recommended improvements.

- Identify areas that are leaking air or lacking insulation
- Appliances testing for energy efficiency & safety
- Free quick fixes to instantly save you money & improve comfort
- Energy Coaches to review your report and help you make a plan
- Connections to contractors to complete the work, financing options available, and rebates to bring down the cost of projects

BUSINESS/MULTIFAMILY ENERGY VISIT

A low-cost or free energy visit to your business or multi-family building, tailored to meet your needs and showcase opportunities for energy improvements.

- Best practices to start saving energy and money
- Customized recommendations for energy improvements
- Energy Coaches to review recommendations and help you make a plan
- Connections to contractors to complete the work, financing options available, and rebates to bring down the cost of projects

REBATES

Energy Coaches at Walking Mountains can help you with all local rebates available, from Energy Smart Colorado and local utilities!

Please connect with an energy coach prior to starting your project to ensure your measures will be eligible for all rebates.

Rebates offered for existing homes/ buildings:



VIEW ALL
REBATES

Air/Duct Sealing & Insulation
Automated Building Controls
Balanced Ventilation
Cold Climate Heat Pump
Electric Induction Cooktop
Heat Pump Water Heater
Heat Pump Clothes Dryer
Insulating Cellular Shades
Programmable Thermostats
Radon Mitigation System
Solar PV (some locations)
VFD, VRF, EC Motors, Chillers

Increased rebates may be available for low-to-moderate income households. Some restrictions apply and improvement specifications must be met. Rebates listed are subject to change.

Enroll for an energy visit and apply for rebates online: walkingmountains.org/energy or 970.328.8777

COMMUNITY DEVELOPMENT

November 2023

LONG RANGE PLANNING

ReCode Eagle – The Land Use and Development Code (LUDC)

- Staff is preparing application checklists, updating the fee schedule, and addressing other minor administrative tasks leading up to the effective date of ReCode.
- Municode upload to be completed in early 2024. The previous version of the Land Use and Development code will still be available to the public as an archived version.
- The new ReCode has been simplified and updated. Please see here: [Land Use and Development Code Effective 10/23/2023 | Town of Eagle, CO - Official Website](#)

LAND USE APPLICATIONS IN PROGRESS

For more information and to access project documents, visit the Town's [Active Land Use Applications Page](#).

- **DR23-05: Stone Concepts Warehouse**
 - A Minor Development Permit to construct a new warehouse on the currently vacant lot at 85 Marmot Lane.
 - Awaiting responses to the referral comments
 - Public hearing schedule: December 19, 2023
- **DR23-04/ V23-02 / LLA23-02: 263 Sawatch Road**
 - A Major Development Permit, with design variances, to construct three buildings, each with three commercial units and three residential units accessory to a non-residential use, as approved via Resolution 37-2020. A zoning variance is requested for this project for joint use of parking spaces, pursuant to Section 4.07.140.H. of the Municipal Code.
 - Continued by P&Z – requested documents: compliance with Elevate Eagle/sustainability plan, conceptual sign plan, revised landscape plan to show recreation/open space amenities
 - Public hearing schedule (MDP/Variance): P&Z - September 19, 2023 (continued to 10/17) / TC – October 10, 2023 (Continued to 11/14)
- **AN23-01: West Eagle Housing**
 - The project consists of 9.5 acres and 113 units within 23 buildings. Applications include annexation, zoning, major development permit, special use permit and subdivision. Applicants are applying for RMF zoning with special use permit for higher density. Proposed lot area/dwelling unit is 3,278 SF, which is ~13.3 units/acre
 - Application is complete and out for referral agency comment.
 - Public hearing schedule: None
- **PUDA23-01: Haymeadow Major PUD Amendment**
 - This Project is a Major PUD Amendment within the Haymeadow development to:
 - Reverse the RMF-5 land swap;
 - Update the intended alignment of the extension of Sylvan Lake Rd
 - Update the conceptual/development plan
 - Revise the PUD Guide to align with ReCode and current best practices.

- **HYMD23-05: Haymeadow ADA Amendment**
 - This application consists of a focused update to Haymeadow’s Annexation and Development Agreement, more information will be provided in the next update.
- **AN23-02 Annexation/RZ23-02/PUD Plan23-01 PUD Zoning Plan: North Broadway**
 - Commercial mixed use redevelopment that includes: 1) Annexation and initial zoning of 2.248 acres of the Ping Lane parcel and 1.193 acres of the Brooks Lane parcel to HD/C-PUD; 2) Rezone of 9.236 acres of the Ping Lane parcel from Rural Residential to Planned Unit Development and 4.296 acres of the Brooks Lane parcel from Mobile Home Park/Planned Unit Development (MHP/PUD) to Planned Unit Development; and 3) PUD Zoning Plan for the entire property utilizing the newly adopted CMU-1 zone district as the underlying framework.
 - Project Location: 101 Ping Lane and 404 Brooks Lane properties located north of Eagle's Central Business District between the railroad and the Eagle River.
 - Public Hearing Schedule: None

ADDITIONAL UPDATES:

We are excited to announce that Cliff Simonton, previously a Senior Planner here at the Town of Eagle, has agreed to come on board as the Interim Community Development Director. Carrie McCool has been brought in to assist staff with current land use applications.

Eagle County is planning to start marketing their 43 deed-restricted units at Haymeadow this Winter.

Sydney Dynak will be joining the Community Development team as a Planner I. Her first day will be January 8th, 2024.

Interesting read - [What’s being built between Vail Pass and Gypsum? Here’s the latest on 16 projects | VailDaily.com](#)

MAJOR CONSTRUCTION PROJECTS

Business Name	Location	Status
Second Street Tavern	127 W Second St.	TCO now expired. Awaiting response from owner for moving section of fence from ROW and encroachment agreement is awaiting finalization.
Foodsmith	318 Broadway	Working toward building final *Noteworthy: Retail food sales & cooking class.
Eby Creek Apts.	435 Eby Creek	TCO issuance in progress.
Hockett Gulch Apts.	16186 Hwy 6	Trailhead restroom - Shaw resubmitted revising cost comparison. Forwarded Community Development department’s request for color rendering of restroom for TOE Packet. Development Agreement revision with Kendra for drafting, revision will adjust deadlines for Grand Ave. entrance and irrigation system items. Back to Kendra for adjustment, Town needs to confirm time frames for task completion. Drywall in Building 2 and Clubhouse complete. Building 1 has started drywall stage at upper levels.
410 Broadway Project	410 Broadway	TCO issued and occupancy of dwelling units in progress.
City Market Remodel	0103 Market St	Interior work completed. Parking lot improvements (re-configuration) still pending.
Haymeadow	91 Mountain Hope Circle	Foundations for last two buildings pending and framing of five buildings in progress. First building sheetrocked and interior finish in progress.

		Continued work needed on Conditions of Approval / tracking of COA's
Habitat for Humanity	3 rd Street	All building permits issued and foundation work in progress
Stone Concepts Warehouse	85 Marmot Ln	Awaiting responses to the referral comments. The applicant may pursue design variance for landscape, parking, and drive aisle widths. The P&Z hearing is scheduled for 12/19.
Slope and Hatch	115 East Second St Unit 1	Construction work commenced . Sign Permit issued.
High Country Hearth Showroom	115 East Second St Unit 4	Permit issued. Work in progress.
Desmond Builders Office	410 Broadway South Unit	TCO issued
C&C Plumbing and Mechanical	82 Chambers Ave	Both buildings under construction

The figures below show general activity levels not broken down by permit type (building, electrical, plumbing, mechanical, etc.)

TYPE OF WORK PERFORMED	EOY 2022	YTD 2023
Inspections (n/i Planning, Public Works)	1,308	1,775
Permits Processed	465	404

TOWN COUNCIL AND PLANNING & ZONING COMMISSION MEETING SCHEDULE:

P&Z and Council Meeting Schedule

December 2023
December 5 th (Planning Commission) No Meeting
December 12 th (Town Council) - DR23-04 263 Sawatch Major Development Permit - P&Z Appointment
December 19 th (Planning Commission) DR23-01 Stone Concepts Minor Development Permit
December 26 th (Town Council) No Meeting
January 2024
January 2 nd (Planning Commission)
January 9 th (Town Council)
January 16 th (Planning Commission) Council Chambers unavailable. Alternate location pending.
January 23 rd (Town Council)
February 2023

February 6 th (Planning Commission) •
February 13 th (Town Council) •
February 20 th (Planning Commission)
February 27 th (Town Council)

SPECIAL EVENTS & MARKETING

November 2023

Marketing & Events Advisory Committee (MEAC)

- Community Program Funding Request applications have been received. Town Council will be asked to review and allocate funds December 12, 2023.

MARKETING & COMMUNICATIONS

- Working with CivicPlus on townofeagle.org redesign to add two new header pages for Broadband and PD
- Social Media posts on Facebook and @EagleOutside
- Collaborate on production of Eagle TODAY & Eagle SPIRIT
- Maintain EagleOutside.com with calendar updates and photography
- Monthly Communications Committee
- Monthly Green Team Meeting

MEETINGS

- Leadership Retreat / Culture & Leadership
- DBA – Christmas on Broadway planning meeting;
- Interviews for Marketing & Communications Manager
- ToE Employee Holiday Party planning committee

November EVENTS - None

UPCOMING EVENTS

DECEMBER	Christmas on Broadway
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Christmas on Broadway was a HUGE success! Thank you, Bryan Woods and the DBA. We had some new businesses on Broadway that brought new energy to the planning committee.