

EAGLE DOWNTOWN DEVELOPMENT AUTHORITY (DDA)
Eagle Town Hall | 200 Broadway, Eagle, CO 81631
Friday, October 18, 2024 | 2:30 PM



IN-PERSON
Castle Conference Room

Microsoft Teams [Need help?](#)

[Join the meeting now](#)

Meeting ID: 286 293 557 721

Passcode: 4mNmA4

Dial in by phone

[+1 469-770-0416,,894253280#](#) United States, Kaufman

[Find a local number](#)

Phone conference ID: 894 253 280#

2:30pm: Call to Order and Roll Call

2:30pm: Deliberation

- Board to finalize grant funding allocations

3:30pm: Resolution

- Resolution 73, Series 2024 – Approving Grant Award Letter & Agreement Template
- Resolution 74, Series 2024 – Approving 2024 Grant Funding Allocation

4:00pm: Adjourn

TOWN OF EAGLE, COLORADO
RESOLUTION NO. 73
(Series of 2024)

A RESOLUTION OF THE DOWNTOWN DEVELOPMENT AUTHORITY OF EAGLE,
COLORADO APPROVING THE DOWNTOWN EAGLE PROJECT INVESTMENT
PROGRAM GRANT AWARD TEMPLATE

WHEREAS, major objectives from the 2020 Town of Eagle Strategic Plan include stimulating economic vitality and development, and attracting visitors; and

WHEREAS, Town of Eagle Ordinance 25-2020 established the Downtown Development Authority (“DDA”) to halt and prevent deterioration of property values, to assist in development and redevelopment, and to use its power to promote the general welfare of its district; and

WHEREAS, Town of Eagle Resolution 44-2022 approved the DDA Amended Plan of Development; and

WHEREAS, in 2023 the DDA formalized a Tax Increment Revenue Policy to provide clear directives on utilizing tax increment revenues; and

WHEREAS, in 2024 the Town of Eagle and DDA partnered on the Colorado Department of Local Affairs Rural Economic Development Initiative Grant and was awarded \$80,000 to activate the DDA’s Downtown Eagle Project Investment Grant Program; and

WHEREAS, between 2024 and 2025 fiscal years, the DDA will appropriate a total of \$20,000 in tax increment revenue as local matching contribution bringing the Downtown Eagle Project Investment Grant Program funds to a combined total of \$100,000 over two years; and

WHEREAS, prior to entering into an award contract between the DDA and grant recipient, the DDA must establish an official award letter and funding agreement; and

WHEREAS, the Downtown Eagle Project Investment Program award letter template in substantially the form attached hereto shall be read and administered in accordance with the Downtown Eagle Project Investment Program guidelines and application; and

WHEREAS the Eagle DDA finds that it is in the best interest of its district and the public health, safety and welfare to establish the Downtown Eagle Project Investment Program award letter template.

NOW, THEREFORE, BE IT RESOLVED BY THE DOWNTOWN DEVELOPMENT AUTHORITY OF EAGLE, COLORADO AS FOLLOWS:

Section 1. The DDA hereby approves the Downtown Eagle Project Investment Program award letter template in substantially the form attached hereto, subject to final approval by the Town of Eagle Town Attorney. Upon such approval the DDA Chair is authorized

to execute the award letter on behalf of the DDA.

INTRODUCED, READ, PASSED AND ADOPTED ON OCTOBER 18, 2024.

DOWNTOWN DEVELOPMENT AUTHORITY
EAGLE, COLORADO

Greg Schroeder, DDA Chair

ATTEST:

Jenny Rakow, Town Clerk
Town of Eagle, Colorado

DOWNTOWN DEVELOPMENT AUTHORITY of EAGLE, COLORADO

Downtown Eagle Project Investment Program Award Letter

[Date]

Downtown Development Authority
200 Broadway | PO Box 609
Eagle, CO 81631

Re: *Downtown Eagle Project Investment Program Funding Request*

Dear [Recipient First & Last Name]:

Congratulations! The Downtown Development Authority (DDA) is pleased to inform you that your project has been selected for funding as part of the Downtown Eagle Project Investment Program. [Business Name] will be awarded [dollar amount] in funding to cover the costs related to [project type listed in application]. This program is made possible with assistance from the Colorado Department of Local Affairs Rural Economic Development Initiative and the DDA's tax increment revenue.

Please take note that payment of grant funds shall be made by check and on a reimbursement basis. This means you must provide receipts for supplies and materials used.

To receive reimbursement, grant recipients must submit three items:

1. An online reimbursement form detailing your expenses as well as project progress. This will be emailed to you closer to the reimbursement filing date of May 1, 2025.
2. A post-project report summarizing milestones as well as the impact of the grant funds. 2024 grant recipients must be able to demonstrate project completion by May 31, 2025.
3. Most current W-9 for your business. A blank IRS form is [available online here](#).

Thank you for your application. We applaud your commitment to improving downtown Eagle and fostering greater economic prosperity for the community.

Sincerely,

Greg Schroeder, Chair
Downtown Development Authority
Eagle, Colorado

DOWNTOWN DEVELOPMENT AUTHORITY OF EAGLE, COLORADO

Downtown Eagle Project Investment Program Funding Agreement

THIS AGREEMENT (the "Agreement") is made and entered into this ____ day of _____ (the "Effective Date"), by and between the Downtown Development Authority, 200 Broadway, PO Box 609, Eagle, CO 81631, a Colorado quasi-governmental entity (the "DDA"), and _____, an independent entity with a principal place of business at _____ Eagle, CO 81631 ("Recipient") (each a "Party" and collectively the "Parties").

WHEREAS, the DDA encourages and supports economic development and revitalization within the Town of Eagle's downtown central business district because such initiatives promote the public health, safety and welfare;

WHEREAS, the Recipient is undertaking a project in the DDA district;

WHEREAS, the DDA has agreed to provide funding to Recipient to assist in a pre-approved project set forth in **Exhibit A** (the "Project");

WHEREAS, in exchange for funding, Recipient is willing to comply with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. TERMS AND CONDITIONS

1. TOWN OF EAGLE PERMITS. Execution of this Agreement does not constitute issuance of Town of Eagle permits required to complete the Project.

A. Recipient shall plan, organize, promote and carry out the Project as described in Project Description set forth in **Exhibit A**, attached hereto and incorporated herein by this reference.

B. Recipient shall comply with all applicable regulations and ordinances in the Town of Eagle.

C. Recipient shall complete and submit a post-project report within 60 days following the close of the Project as set forth in **Exhibit B**. Recipient shall include in its report any non-confidential data from the Project it deems relevant to the DDA's review and assessment of the Project.

D. The DDA shall be entitled to complimentary advertising, photography, and other exposure as part of any of the promotional or informational material Recipient causes to be prepared for the Project.

E. Recipient shall ensure that inquiries from the community relating to the Project or funding are directed to the DDA as applicable.

F. The DDA may download video or photographs of the Project for promotional or editorial purposes (the "Project Media") at no charge, as follows:

1. If applicable, as part of Recipient's post-event report, Recipient shall provide the DDA with a link for the download location for the Project Media.

2. Recipient hereby transfers, sells, and assigns to the DDA all of its right, title, and interest in the Project Media. The DDA may, with respect to all or any portion of the Project Media, use, publish, display, reproduce, distribute, destroy, alter, retouch, modify, adapt, translate, or change the Project Media without providing notice to or receiving consent from Recipient.

II. TERM AND TERMINATION

A. This Agreement shall commence on the Effective Date and shall continue until Recipient completes the Project and all responsibilities imposed by this Agreement unless sooner terminated as provided herein.

B. Either Party may terminate this Agreement upon 45 days advance written notice. If Recipient terminates this Agreement prior to Recipient's completion of the Project, Recipient shall refund all portions of the Total Contribution already paid, if any. If the DDA terminates this Agreement due to Recipient's breach of this Agreement, the DDA is not obligated to make any additional payments and may seek repayment by Recipient of any portion of the Total Contribution already paid, if any.

III. CONTRIBUTION

A. If Recipient satisfies the conditions of this Agreement, the Town will pay Recipient _____ (the "Total Contribution") in one payment, as set forth below.

1. The Total Contribution _____, following the receipt of a reimbursement form and post-project report in compliance with this Agreement and following approval by the DDA affirming that all requested information has been provided and that Recipient and the Project have met all conditions for funding. Payment may be reduced or eliminated by the DDA if Recipient's post-project report does not include all required information or if Recipient has failed to meet all conditions of this Agreement.

B. Recipient expressly acknowledges that the Total Contribution may be reduced if Recipient fails to produce satisfactory evidence that Recipient has fully complied with all conditions of this Agreement and all other applicable conditions of Town of Eagle permits. Recipient further acknowledges that the Total Contribution may be reduced by the DDA as compensation for any outstanding debt Recipient owes the DDA including without limitation unpaid contracts for service or unpaid taxes.

IV. RESPONSIBILITY

A. Recipient hereby warrants that it is qualified to assume the responsibilities to carry out the Project and has all requisite corporate authority and licenses in good standing, required by law. The Project shall comply with all applicable laws, ordinances, rules and regulations.

B. The DDA's review, approval or acceptance of, or payment for any portion of the Project shall not be construed to operate as a waiver of any rights under this Agreement or as a waiver of any cause of action arising out of the performance of this Agreement.

C. Recipient may employ subcontractors to plan, organize, promote or carry out all or portions of the Project, provided that Recipient shall ensure that all such subcontractors comply with the terms and conditions of this Agreement.

V. INDEPENDENT CONTRACTOR

Recipient is an independent entity. Notwithstanding any other provision of this Agreement, all personnel assigned by Recipient to perform work on the Project under the terms of this Agreement shall be, and remain at all times, employees or agents of Recipient for all purposes. Recipient shall make no representation that it is a DDA employee for any purpose.

VI. INSURANCE

A. Recipient agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations of or related to the Project. At a minimum, Recipient shall procure and maintain, and shall cause any subcontractor to procure and maintain, the insurance coverages listed below, with forms and insurers acceptable to the DDA.

1. Worker's Compensation insurance as required by law.
2. Commercial General Liability insurance with minimum combined single limits of \$1,000,000 each occurrence and \$2,000,000 general aggregate. The policy shall be applicable to all premises and operations, and shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision, and shall include the Town and the Town's officers, employees, and contractors as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.
3. Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than **ONE MILLION DOLLARS (\$1,000,000.00)** each occurrence and **TWO MILLION DOLLARS (\$2,000,000.00)** aggregate with respect to each of Grantee's owned, hired and/or

non-owned vehicles assigned to or used in performance of event activities. The policy shall contain a severability of interest provision.

B. Such insurance shall be in addition to any other insurance requirements imposed by law. The coverages afforded under the policies shall not be canceled, terminated or materially changed without at least 30 days prior written notice to the DDA. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Any insurance carried by the DDA, its officers, its employees or its contractors shall be excess and not contributory insurance to that provided by Recipient. Recipient shall be solely responsible for any deductible losses under any policy.

C. Recipient shall provide to the DDA a certificate of insurance as evidence that the required policies are in full force and effect. The certificate shall identify this Agreement.

VII. INDEMNIFICATION

Recipient agrees to indemnify and hold harmless the DDA and its officers, insurers, volunteers, representative, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with the Project or this Agreement if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of Recipient, any subcontractor of Recipient, or any officer, employee, representative, or agent of Recipient, or which arise out of a worker's compensation claim of any employee of Recipient or of any employee of any subcontractor of Recipient.

VIII. WORKERS WITHOUT AUTHORIZATION

A. Certification. By entering into this Agreement, Recipient hereby certifies that, at the time of this certification, it does not knowingly employ or contract with a workers without authorization who will perform work under this Agreement and that Recipient will participate in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment to confirm the employment eligibility of all employees who are newly hired to perform work under this Agreement.

B. Prohibited Acts. Recipient shall not knowingly employ or contract with workers without authorization to perform work under this Agreement, or enter into a contract with a subcontractor that fails to certify to Recipient that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

C. Verification.

1. If Recipient has employees, Recipient has confirmed the employment eligibility of all employees who are newly hired to perform work under this Agreement through participation in either the E-Verify Program or the Department Program.
2. Recipient shall not use the E-Verify Program or Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.
3. If Recipient obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with a worker without authorization who is performing work under this Agreement, Recipient shall: notify the subcontractor and the DDA within 3 days that Recipient has actual knowledge that the subcontractor is employing or contracting with a worker without authorization who is performing work under this Agreement; and terminate the subcontract with the subcontractor if within 3 days of receiving the notice required pursuant to subsection 1 hereof, the subcontractor does not stop employing or contracting with the worker without authorization who is performing work under this Agreement; except that Recipient shall not terminate the subcontract if during such 3 days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with a worker without authorization who is performing work under this Agreement.

D. Duty to Comply with Investigations. Recipient shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Recipient is complying with the terms of this Agreement.

E. Affidavits. If Recipient does not have employees, Recipient shall sign the "No Employee Affidavit" attached hereto. If Recipient wishes to verify the lawful presence of newly hired employees who perform work under the Agreement via the Department Program, Recipient shall sign the "Department Program Affidavit" attached hereto.

IX. FORCE MAJEUR

A. If performance or completion of the Project is rendered impossible by an act or regulation of any public authority, an act of God, strike, civil tumult, acts of terror, epidemics or pandemics, or interruptions of transportation services, or any other proven cause beyond Recipient's control other than inclement weather, it is understood and agreed to by Recipient and the DDA that there shall be no claim for damages by either Party and all monies advanced to Recipient will be returned to the DDA, if any.

X. MISCELLANEOUS

A. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Eagle County, Colorado.

B. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the DDA shall not constitute a waiver of any of the other terms or obligation of this Agreement.

C. Integration. This Agreement constitutes the entire agreement between the Parties, superseding all prior oral or written communications.

D. Third Parties. There are no intended third-party beneficiaries to this Agreement.

E. Notice. Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class United States Mail to the Party at the address set forth on the first page of this Agreement.

F. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

G. Modification. This Agreement may only be modified upon written agreement of the Parties.

H. Assignment. Neither this Agreement nor any of the rights or obligations of the Parties hereto, shall be assigned by either Party without the written consent of the other.

I. Governmental Immunity. The DDA and its officers, attorneys and employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities or protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the DDA and its officers, attorneys or employees.

J. Rights and Remedies. The rights and remedies of the DDA under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the DDA's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

K. Subject to Annual Appropriation. Consistent with Article X, § 20, of the Colorado Constitution, any financial obligation of the DDA not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

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

DOWNTOWN DEVELOPMENT AUTHORITY OF EAGLE, COLORADO

By and Through:

By: _____
Greg Schroeder, DDA Chair

Date: _____

RECIPIENT

By: _____
[signature]

Date: _____

Name: _____
[print]

Business Name: _____

EXHIBIT A
PROJECT DESCRIPTION

(See attachment)

EXHIBIT B POST-PROJECT REPORT

To receive reimbursement, Recipient agrees to submit a post-project report tracking milestones and summarizing the impact of the grant to the DDA district and greater Town of Eagle community. Items to consider including in the report might include but are not limited to:

- (1)** Jobs created or supported, or anticipated jobs created.
- (2)** Approximate number of workers who received support or benefit as a result of the project. What did this support look like?
- (3)** Approximate number of entrepreneurs who received support or benefit as a result of the project. What did this support look like?
- (4)** Did the project directly or indirectly lead to attraction of new businesses or industries?
- (5)** How is the project contributing to your business and/or the DDA's long-term goals?
- (6)** Did the project lead to other local economic development projects or opportunities?

TOWN OF EAGLE, COLORADO
RESOLUTION NO. 74
(Series of 2024)

A RESOLUTION OF THE DOWNTOWN DEVELOPMENT AUTHORITY OF EAGLE,
COLORADO APPROVING THE 2024 DOWNTOWN EAGLE PROJECT INVESTMENT
PROGRAM AWARD ALLOCATIONS

WHEREAS, major objectives from the 2020 Town of Eagle Strategic Plan include stimulating economic vitality and development, and attracting visitors; and

WHEREAS, Town of Eagle Ordinance 25-2020 established the Downtown Development Authority (“DDA”) to halt and prevent deterioration of property values, to assist in development and redevelopment, and to use its power to promote the general welfare of its district; and

WHEREAS, in 2024 the Town of Eagle and DDA partnered on the Colorado Department of Local Affairs Rural Economic Development Initiative Grant and was awarded \$80,000 to activate the DDA’s Downtown Eagle Project Investment Grant Program; and

WHEREAS, between 2024 and 2025 fiscal years, the DDA will appropriate a total of \$20,000 in tax increment revenue as local matching contribution bringing the Downtown Eagle Project Investment Grant Program funds to a combined total of \$100,000 over two years; and

WHEREAS, the DDA advertised availability of \$50,000 through the grant program, collected applications from within the district between September 1-30, 2024 and received nineteen submittals;

WHEREAS, the DDA evaluated all applications, attachments and presentations on October 15-16, 2024; and

WHEREAS the DDA finds that it is in the best interest of its district and the public health, safety and welfare to award a combined total of \$50,000 to select 2024 applicants.

NOW, THEREFORE, BE IT RESOLVED BY THE DOWNTOWN DEVELOPMENT AUTHORITY OF EAGLE, COLORADO AS FOLLOWS:

Section 1. Through the Downtown Eagle Project Investment Program the DDA hereby appropriates the sum of \$50,000 raised by state grant funding and tax increment revenue, which sum is hereby divided and appropriated for the following purposes:

Grantee 1:	Award Amount 1:
Grantee 2:	Award Amount 2:
Grantee 3:	Award Amount 3:
Grantee 4:	Award Amount 4:
Grantee 5:	Award Amount 5:

Grantee 6:	Award Amount 6:
Grantee 7:	Award Amount 7:
Grantee 8:	Award Amount 8:
Grantee 9:	Award Amount 9:
Grantee 10:	Award Amount 10:
Grantee 11:	Award Amount 11:
Grantee 12:	Award Amount 12:
Grantee 13:	Award Amount 13:
Grantee 14:	Award Amount 14:
Grantee 15:	Award Amount 15:
Grantee 16:	Award Amount 16:
Grantee 17:	Award Amount 17:
Grantee 18:	Award Amount 18:
Grantee 19:	Award Amount 19:
Total Funding Awarded:	\$50,000

INTRODUCED, READ, PASSED AND ADOPTED ON OCTOBER 18, 2024.

DOWNTOWN DEVELOPMENT AUTHORITY
EAGLE, COLORADO

Greg Schroeder, DDA Chair

ATTEST:

Jenny Rakow, Town Clerk
Town of Eagle, Colorado