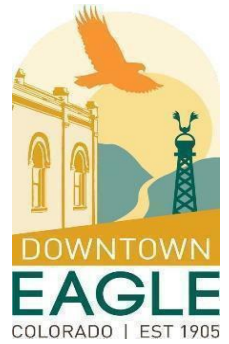


**EAGLE DOWNTOWN DEVELOPMENT AUTHORITY (DDA)**  
**Eagle Town Hall | 200 Broadway, Eagle, CO 81631**  
**Council Chamber**  
**Tuesday, May 27, 2025 | 9:00AM**

Public WiFi – Town of Eagle WiFi

*This agenda and the meetings can be viewed at [www.townofeagle.org](http://www.townofeagle.org).  
Times listed are approximate and are subject to change.*



**Meeting Access**

This will be an in-person meeting with additional access via MS Teams.

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Meeting ID: 280 565 606 136 7

Passcode: Ai2H3g7f

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Phone conference ID: 908 588 371#

**1. Call to Order and Roll Call**

**2. Disclosure of Any Conflicts of Interest Related to Agenda Items**

*Pursuant to Section 31-25-819, C.R.S regarding conflict of interest, board members and employees of the DDA must disclose significant financial interest and avoid voting or participating in related matters. Violations can lead to dismissal or forfeiture of office.*

**3. Presentations, 9:00AM**

- a. 2025 Downtown Eagle Project Investment Program – Applicant Presentations

**4. Break: Lunch on Own, 12:00PM – 1:00PM**

**5. Presentations Resume, 1:10PM**

- a. 2025 Downtown Eagle Project Investment Program – Applicant Presentations

**6. Deliberation, 1:40PM**

- a. Board to finalize grant funding allocation

**7. Business Items, 2:40PM**

- a. Resolution 01, Series 2025 – Approving 2025 Grant Funding Allocation
- b. Resolution 02, Series 2025 – Approving an Amended Funding Agreement Template

**8. Future Agenda Items**

- a. Next meeting is June 17, 2025

**9. Adjourn – 3:00 PM**

## Eagle Downtown Development Authority (DDA) 2025 Project Investment Program - Grant Applicant Review

Tuesday, May 27, 2025 | 9:00am - 1:30pm

Town Hall Council Chamber, 200 Broadway

|                              | Date      | Time Slot | Applications                         | Purpose                                                      | 2025 Request         |
|------------------------------|-----------|-----------|--------------------------------------|--------------------------------------------------------------|----------------------|
| 1                            | Tues 5/27 | 9:00 AM   | Brush Creek Saloon                   | Improvements/modifications to existing space                 | \$ 10,000.00         |
| 2                            | Tues 5/27 | 9:10 AM   | Noche Latina & 2nd Street Tavern     | Other: event promoter/community engagement                   | \$ 10,000.00         |
| 3                            | Tues 5/27 | 9:20 AM   | The Tea Party by Little Stars Cakery | Improvements/modifications to existing space                 | \$ 3,656.30          |
| 4                            | Tues 5/27 | 9:30 AM   | Eagle Valley Business Center         | Improvements/modifications to existing space                 | \$ 3,000.00          |
| 5                            | Tues 5/27 | 9:40 AM   | Sweet Mustache                       | Improvements/modifications to existing space                 | \$ 10,000.00         |
| 6                            | Tues 5/27 | 10:00 AM  | Inner Light Juice                    | Beautification (murals, façade improvement, signage, etc)    | \$ 7,000.00          |
| 7                            | Tues 5/27 | 10:10 AM  | FOODsmith Prep                       | Other: improvements to existing lot, beautification, marketi | \$ 10,000.00         |
| 8                            | Tues 5/27 | 10:20 AM  | Skookumchuck Yoga                    | Improvements/modifications to existing space                 | \$ 7,133.00          |
| 9                            | Tues 5/27 | 10:30 AM  | Nurture Skin & Body                  | Communications/Marketing                                     | \$ 10,000.00         |
| 10                           | Tues 5/27 | 10:40 AM  | ARTSPACE workshop+gallery            | Improvements/modifications to existing space                 | \$ 7,690.00          |
| 11                           | Tues 5/27 | 11:00 AM  | Canela Coffee & Pastry Shop          | Beautification (murals, façade improvement, signage, etc)    | \$ 9,500.00          |
| 12                           | Tues 5/27 | 11:10 AM  | The Floofy Snoot                     | New Business                                                 | \$ 10,000.00         |
| 13                           | Tues 5/27 | 11:20 AM  | Vail Valley Wellness                 | Beautification (murals, façade improvement, signage, etc)    | \$ 10,000.00         |
| 14                           | Tues 5/27 | 11:30 AM  | 233 Broadway Building                | Improvements/modifications to existing space                 | \$ 10,000.00         |
| 15                           | Tues 5/27 | 11:40 AM  | 330 Broadway Building                | Improvements/modifications to existing space                 | \$ 10,000.00         |
| 16                           | Tues 5/27 | 1:10 PM   | Flower Hound                         | Improvements/modifications to existing space                 | \$ 10,000.00         |
| 17                           | Tues 5/27 | 1:20 PM   | Vintage Green                        | Other: website design for e-commerce                         | \$ 3,600.00          |
| <b>Total Funding Request</b> |           |           |                                      |                                                              | <b>\$ 141,579.30</b> |
|                              |           |           |                                      |                                                              |                      |

**EAGLE DOWNTOWN DEVELOPMENT AUTHORITY  
EAGLE, COLORADO  
RESOLUTION NO. 01  
(Series of 2025)**

A RESOLUTION OF THE DOWNTOWN DEVELOPMENT AUTHORITY OF EAGLE,  
COLORADO APPROVING THE 2025 DOWNTOWN EAGLE PROJECT INVESTMENT  
PROGRAM AWARD ALLOCATIONS

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 March 1 – April 15, 2025 and received seventeen submittals;

WHEREAS, the DDA evaluated all applications, attachments and presentations on May 27, 2025; 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 2025 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: |
| Total Funding Awarded: | \$50,000         |

INTRODUCED, READ, PASSED AND ADOPTED ON MAY 27, 2025.

DOWNTOWN DEVELOPMENT AUTHORITY  
EAGLE, COLORADO

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Greg Schroeder, DDA Chair

ATTEST:

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Nikki Davis, Economic Development & Housing Specialist  
Town of Eagle, Colorado

**EAGLE DOWNTOWN DEVELOPMENT AUTHORITY  
EAGLE, COLORADO  
RESOLUTION NO. 02  
(Series of 2025)**

A RESOLUTION OF THE DOWNTOWN DEVELOPMENT AUTHORITY OF EAGLE,  
COLORADO APPROVING AN AMENDED FUNDING AGREEMENT FOR THE  
DOWNTOWN EAGLE PROJECT INVESTMENT PROGRAM

WHEREAS, in 2024 the Town of Eagle and Downtown Development Authority (“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 a funding agreement; and

WHEREAS, the Downtown Eagle Project Investment Program amended funding agreement 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 DDA finds that it is in the best interest of its district and the public health, safety and welfare to approve an amended funding agreement to correspond with the Downtown Eagle Project Investment Program.

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 amended funding agreement 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 funding agreement on behalf of the DDA.

INTRODUCED, READ, PASSED AND ADOPTED ON MAY 27, 2025.

DOWNTOWN DEVELOPMENT AUTHORITY  
EAGLE, COLORADO

\_\_\_\_\_  
Greg Schroeder, DDA Chair

ATTEST:

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Nikki Davis, Economic Development & Housing Specialist  
Town of Eagle, Colorado

# DOWNTOWN DEVELOPMENT AUTHORITY OF EAGLE, COLORADO

## Downtown Eagle Project Investment Program Amended 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, to this end the DDA funds projects that align with the DDA's mission through the Downtown Eagle Project Investment Program;

WHEREAS, the Recipient is undertaking such 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 local, state, and federal laws and court order , terms and provisions of its organizational documents, and its obligations under its material contracts and agreements.

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.

G. Recipient shall preserve, renew and maintain in full force and effect its corporate or organizational existence and take all reasonable action to maintain all rights, privileges and franchises necessary or desirable in the normal conduct of its business.

H. Recipient shall pay, discharge or otherwise satisfy at or before maturity or before they become delinquent, as the case may be, all its debts owing in relation to the Project.

I. Recipient shall ensure that all grant funds are expended for the purpose of benefitting and generating economic development solely within the Town of Eagle and the Greater Eagle Community, including locations within 3 miles of the corporate boundary of the Town of Eagle.

J. Recipient shall comply with all written policies and instructions relating to the Downtown Eagle Project Investment Program, incorporated herein by this reference.

## **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, the DDA shall not be obligated to pay any contribution to Recipient's costs incurred, and 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 DDA 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 the DDA determines, in its sole discretion, that 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. RELATIONSHIP OF THE PARTIES**

Nothing herein shall be construed to create a joint venture or partnership between the parties hereto or an employer/employee or agency relationship. Neither party hereto shall have any express or implied right or authority to assume or create any obligations

on behalf of or in the name of the other party or to bind the other party to any contract, agreement, or undertaking with any third party.

## **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. 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.

#### **IX. 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?