



AGENDA

Downtown Development Authority Board Meeting I 10AM

Tuesday, June 03, 2025

Virtual Attendance Only

MEETING ACCESS INFORMATION AND PUBLIC PARTICIPATION:

This will be a virtual meeting with access for the public to attend via the Zoom link included.

Zoom Link: <https://us02web.zoom.us/j/89431947466>

Zoom Call-In Information: 1 651 372 8299 or 1 301 715 8592 **Meeting ID:** 894 3194 7466

Please note: All Non-board member virtual participants will be held in the Waiting Room until admitted. Full name must be provided. Non-board participants will be muted until called upon, and should use the Chat feature to submit any questions or comments that they wish to discuss. Any inappropriate comments will result in participant being removed from the meeting.

1. CALL TO ORDER / ROLL CALL

2. APPROVAL OF REGULAR AGENDA

Opportunity for amendment or deletions to the agenda.

3. BUSINESS ITEMS

Items may be old or new and require review or action by the Board.

A. Resolution 01 - Series 2025, A Resolution Authorizing the Execution of a Professional Services Agreement with Ayres Associates for the Preparation of a Plan of Development.

B. Resolution 02 - Series 2025, A Resolution to approve the Town of Minturn / Minturn DDA IGA for Adoption by Minturn Town Council

C. Assignment of Board Roles - Motion Required

Chair

Secretary

Treasurer

Vice-Chair

4. DISCUSSION / DIRECTION ITEMS

5. FUTURE AGENDA ITEMS:

In-person workshop with Ayres Associates (late summer / early fall)

6. ADJOURN

RESOLUTION NO. 01 – SERIES 2025
A RESOLUTION OF THE MINTURN DOWNTOWN DEVELOPMENT AUTHORITY
AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT
WITH AYRES ASSOCIATES FOR THE PREPARATION OF A PLAN OF
DEVELOPMENT

WHEREAS, the Minturn Downtown Development Authority (“DDA”) was established pursuant to Colorado law to promote the sound planning and redevelopment of the downtown district in accordance with the powers and duties granted to such authorities under the Colorado Revised Statutes; and

WHEREAS, the DDA recognizes the need for a comprehensive Plan of Development to guide future improvements, investments, and programming within the district; and

WHEREAS, a Plan of Development is a requirement, per state statute, of the Downtown Development Authority; and

WHEREAS, Ayres Associates has demonstrated the necessary qualifications and expertise to assist the DDA in the development of such a plan through the provision of professional planning and services; and

WHEREAS, the DDA desires to enter into a Professional Services Agreement with Ayres Associates to undertake work necessary for the creation of the Plan of Development; and

WHEREAS, entering into this agreement is in the best interest of the DDA and consistent with its goals of revitalization, economic development, and thoughtful planning;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTOR OF THE MINTURN DOWNTOWN DEVELOPMENT AUTHORITY THAT:

1. The Board hereby approves the Professional Services Agreement with Ayres Associates for services related to the preparation of a Plan of Development.
2. The Chair of the DDA is hereby authorized to execute the Agreement on behalf of the Authority, with such minor modifications as may be approved by legal counsel, provided such changes do not materially alter the intent or financial terms of the Agreement.
3. The Executive Director and/or authorized staff are further directed to take all necessary and appropriate steps to implement and administer the Agreement.
4. This Resolution shall be effective immediately upon adoption.

INTRODUCED, READ, APPROVED, RESOLVED, AND ADOPTED THIS 3rd DAY OF JUNE, 2025.

Chair, Minturn Downtown Development Authority

Attest:

Secretary, Minturn Downtown Development Authority

May 23, 2025

Minturn DDA Board
C/O Cindy Krieg
Acting Executive Director
Minturn Downtown Development Authority
302 Pine Street, PO Box 309
Minturn, CO 81645

Dear Cindy,

Thank you for the opportunity to submit this proposal for professional services related to the creation of the Plan of Development for the Minturn Downtown Development Authority (“DDA”). This letter presents our proposed scope of services, time schedule, fee, and contract terms and conditions.

Our understanding is that the Town of Minturn (“Town”) is interested in working with Ayres Associates to complete a Plan of Development for the DDA and a separate staff work plan. Further, it is our understanding that the Town is interested in completing this project in a timely fashion to leverage development activity in the DDA district.

We have outlined the scope of work and associated costs for your review and approval. The listed assumptions, deliverables, and estimated costs may be adjusted during the development of the DDA to ensure alignment with your desired outcomes.

Project Description

Ayres will assist the Town of Minturn and the DDA complete a **DDA Plan of Development** which includes summary information, statement of vision, proposed programs and projects, and an **Implementation Work Plan**. The plan will meet the statutory requirements for forming a DDA in Colorado, but we do recommend a separate legal review that is not included in this proposal.

Given the progress made by the Town and the DDA stakeholders, we propose to complete a draft of the Plan over a 2.5-day workshop. Our team would be on the ground in Minturn, engaging with stakeholders and the community on critical issues while drafting the plan.

At the workshop's end, we deliver the preliminary draft plan to the DDA Board, community stakeholders, and the Town in an editable format. To avoid an extended planning process, we believe in capitalizing on your momentum and preparing you to take advantage of Tax Increment Revenue opportunities. Following a round of review and client edits, we will complete a final draft that is fully formatted and ready for the next steps.

Under a separate document, we will provide a 3-to-4-page work plan for the Town and DDA board. It will include directions on next steps as it relates to project goals. This will include direction on items such as an incentive policy, façade program, marketing collateral, staff responsibilities, and/or event support.

Proposed Scope of Services

Day 1 – DDA Foundation and Formation

A. Team Kickoff – Introduction and Education Session (Part I):

We propose to start the session with an informal **Education Session** for the DDA Board, Town Staff, and community stakeholders. The session's purpose is to introduce our team and get to know you and what makes Minturn tick. We want to know who you are and what you love best about Minturn. The time will be used to define roles and responsibilities to ensure the workshop is the best experience possible.

The workshop's discussions will involve the following topics:

- Workshop agenda and expectations for the participants.
- How Tax Increment works and what it can be used for.
- Understanding the flow of revenue and the “special fund” as defined by state statute.
- Identifying potential public improvements.
- Development partnerships, financing structures and development agreements.

Our goal is to use this time to make sure that the parties are aligned with the vision's approach and have a chance to have their voices heard. In addition to local business and property owners, we encourage participation from legal staff, finance department, planning and engineering, the Town Clerk, and the building department if available. Furthermore, we would also be open to having a representative from the Town Board and the Planning Commission participating in this session.

B. Preliminary Strategy (Part II):

During the second part of this session, we propose to conduct a **Strategy Work Session** with the DDA Board, staff and stakeholders to define the Vision, Mission, and Role of the Minturn DDA.

To learn more about what motivates different audiences in your community, we use the Strategy Work Session to identify unique perspectives and key issues that each audience member cares about most. By understanding and valuing highlighted challenges, discussions will be structured to address concerns and help to create a foundation for a successful DDA.

To the greatest extent, we believe it is important to include the following individuals and groups:

- Retail business owners
- Restaurant/Bar owners
- Property owners
- Developers
- Elected officials
- Philanthropic Community
- Banks/Financial Institutions
- Community members at-large

We seek to identify similarities and differences while working to identify hot-button issues. By taking this process, we anticipate any opposition and work to bring those voices into a constructive process that is owned by the stakeholder group. Our team will complete a workshop summary and create a framework to discuss the DDA initiative before we step foot into a business.

We view the Kickoff and Strategy Workshop as an important step to gather input, establish overall direction of the DDA and to help enlist support from stakeholders. Because the establishment ultimately relies on buy-in and support from owners in the district, our process for exploring the value of a DDA is essential to success. The most important component of this stage is not the technical steps to set up a DDA. Rather, hearing and reflecting on goals and concerns from local businesses and stakeholders is the most important factor.

C. Community Walkabout/Work Session:

The balance of Day 1 will be used to explore the Downtown area and visit retail business owners and property owners at their locations. We have found that participants are more likely to engage and ask questions about the DDA when outside of group settings, which helps to gain better insights from local businesses.

We plan to spend approximately two to three hours walking through the downtown area, meeting with business and property owners. While we intend to schedule a handful of key meetings in advance,, we prefer to allow for some flexibility to accommodate spontaneous conversations and unplanned encounters. In the evening, we prefer to set up in a public location and invite any participants to stop by for additional discussion while we compile our notes and begin the draft. At the end of the day, we plan to locate to a public location to return to a designated public space to compile notes, update the draft Plan of Development and provide an opportunity for informal discussions with participants who wish to offer further insights or feedback.

Day 2 – Deeper Dive and Focused Planning

A. DDA Board Check-In and Review:

To start off day two, we present our preliminary findings to the DDA Board Chair and Town representatives for feedback. We want to share our observations, test different ideas and programmatic approaches and make sure we are still on track.

B. Individual Meetings

For day two, we schedule individual meetings with community leaders, elected officials and other stakeholders. We like to meet people in their place of business or in public places. We believe it is important to remain visible and accessible during the 2.5 days on the ground. We are also open to meeting with members of the local school board, county commissioners, assessors office and other influential parties at the direction of the client.

We would also use this time to tour potential development sites and project areas. Our team will photo document the sites to build project narratives on and receive input from the stakeholders

and Town staff. These are likely to be the sites that drive Tax Increment Revenue and will be included in the Plan of Development as needed.

C. Preliminary Plan of Development

Between meetings and other engagement activities, we use our time to draft the Plan of Development and a presentation for the following morning.

Day Three – Plan of Development (1/2 day)

We present the draft plan of development to the DDA Board and Town Officials. We walk through the elements of the plan and highlight areas of importance. At the conclusion, we share the plan in an editable format.

We will allow for one round of edits by the client to be completed within one week of submittal. Once we receive the edits, we will format the Plan of Development using the imagery and other illustrations. The final formatted plan will be provided to the Town of Minturn in .pdf format no fewer than 10 business days from the receipt of the edits from the client. The DDA Work Plan will be provided within 10 business days from the submission of the Plan of Development for review and comment. We will provide one round of client edits to the DDA Work Plan following submission.

FINAL DELIVERABLE: Minturn DDA/Plan of Development
DDA Work Plan

Time Schedule

Work will begin with upon the signing of this Agreement and will be completed by October 15, 2025.

Fee

We will perform the above services for a lump sum amount of \$15,000.

Hotel, mileage, and per diem are included in the lump sum. Any other expenses, not anticipated in this scope, will be approved by the client and billed at cost with no markup. Receipts will be provided at the client's request. Please note, we are assuming that the Town will provide meeting space at no charge and provide basic beverages and light snacks at the education session on Day 1 and the final presentation on the Final Day.

Deliverables

Deliverables have been outlined in the scope of work above.

Contract Terms and Conditions

Attached are "Contract Terms and Conditions" which will apply to the services and are incorporated into this proposal by reference.

Acceptance

If this proposal and terms and conditions are acceptable to you, a signature on the enclosed copy of this letter will serve as our authorization to proceed.

This proposal is valid until 7/31/25 unless extended by us in writing.

Proposed by Consultant:

Accepted by Client:

Ayres Associates Inc

Christina M. Hiegel

Christina Hiegel, PE
Development Services Manager

Client's Name

Signature

Name

Attachments: Contract Terms & Conditions

Title

Date



AYRES ASSOCIATES
CONTRACT TERMS AND CONDITIONS

Section 3, Item A.

1. Performance of Services: Consultant shall perform the services outlined in its proposal to Owner in consideration of the stated fee and payment terms.

2. Billing and Payment: Invoices for Consultant's services shall be submitted to Owner on a monthly basis. Invoices shall be due and payable within 30 days from date of invoice. If any invoice is not paid within 30 days, Consultant may, after giving 7 days' notice, without waiving any claim or right against Owner, and without liability whatsoever to Owner, suspend or terminate the performance of services. Accounts unpaid 30 days after the invoice date will be subject to a monthly service charge of 1.5% on the unpaid balance, or the maximum rate of interest permitted by law, if less. The amount of any excise, value-added, gross receipts, or sales taxes that may be imposed on payments shall be added to the Consultant's compensation. Owner shall pay all costs of collection, including reasonable attorney's fees and costs incurred by consultant, in collecting any amounts due from Owner. No deductions or offsets shall be made from Consultant's compensation or expenses on account of any setoffs or back charges. If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Consultant in writing of the specific basis for doing so, may withhold only the portion so disputed, and must pay the undisputed portion.

3. Access to Site: Owner shall furnish right-of-entry on the project site for Consultant and, if the site is not owned by Owner, warrants that permission has been granted to make planned explorations pursuant to the scope of services. Consultant will take reasonable precautions to minimize damage to the site from use of equipment, but has not included costs for restoration of damage that may result and shall not be responsible for such costs.

4. Location of Utilities: Consultant shall use reasonable means to identify the location of buried utilities in the areas of subsurface exploration and shall take reasonable precautions to avoid any damage to the utilities noted. However, Owner agrees to indemnify and defend Consultant in the event of damage or injury arising from damage to or interference with subsurface structures or utilities which result from inaccuracies in information or instructions which have been furnished to Consultant by others.

5. Hazardous Materials: In the event that unanticipated potentially hazardous materials are encountered during the course of the project, Owner agrees to negotiate a revision to the scope of services, time schedule, fee, and contract terms and conditions. If a mutually satisfactory agreement cannot be reached between both parties, the contract shall be terminated and Owner agrees to pay Consultant for all services rendered, including reasonable termination expenses. Owner acknowledges that Consultant is performing professional services for Owner and that Consultant is not and will not be required to become an "owner", "arranger", "operator", "generator" or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the site in connection with Consultant's activities under this agreement.

6. Insurance: Consultant shall maintain Workers' Compensation, General Liability, Professional Liability, and Automobile Liability Insurance during its services for Owner. Consultant shall furnish a Certificate of Insurance to Owner upon written request. Owner agrees that Consultant shall not be liable or responsible to Owner for any loss, damage, or liability beyond the amounts, limits, exclusions, and conditions of such insurance.

7. Limitation of Professional Liability: Owner agrees to limit Consultant's professional liability for any and all claims for loss, damage or injury, including but not limited to, claims for negligence, professional errors or omissions, strict liability, and breach of contract or warranty, to an amount of \$50,000.00 or Consultant's fee, whichever is greater. In the event that Owner does not wish to limit Consultant's professional liability to this sum, Consultant agrees to raise the limitation of liability to a sum not to exceed \$1,000,000.00 for increased consideration of ten percent (10%) of the total fee or \$500.00, whichever is greater, upon receiving Owner's written request prior to the start of Consultant's services.

8. Opinions of Probable Costs: Consultant's opinions of probable project costs are made on the basis of Consultant's experience, qualifications and judgment; but Consultant cannot and does not guarantee that actual project costs will not vary from opinions of probable cost.

9. Construction Review: Consultant does not accept responsibility for the design of a construction project unless the Consultant's contract includes review of the contractor's shop drawings, product data, and other documents, and includes site visits during construction in order to ascertain that, in general, the work is being performed in accordance with the construction contract documents.

10. Construction Observation: On request, Consultant shall provide personnel to observe construction in order to ascertain that, in general, the work is being performed in accordance with the construction contract documents. This construction observation shall not make Consultant a guarantor of the contractor's work. The contractor shall continue to be responsible for the accuracy and adequacy of all construction performed. In accordance with generally accepted practice, the contractor will be solely responsible for the methods of construction, direction of personnel, control of machinery, and falsework, scaffolding, and other temporary construction aids. In addition, all matters related to safety in, on, or about the construction site shall be under the direction and control of the contractor and Consultant shall have no responsibility in that regard. Consultant shall not be required to verify any part of the work performed unless measurements, readings, and observations of that part of the construction are made by Consultant's personnel.

11. Standard of Performance: The standard of care for all professional services performed or furnished by Consultant under this contract will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant does not make any warranty or guarantee, expressed or implied, nor is this contract subject to the provisions of any uniform commercial code. Similarly, Consultant will not accept those terms and conditions offered by Owner in its purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly agreed to in writing. Written acknowledgement of receipt or the actual performance of services subsequent to receipt of such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.

12. Ownership and Use of Documents: All documents produced by Consultant under this contract are instruments of Consultant's professional service and Consultant owns the documents including all associated copyrights and the right of reuse at the discretion of the Consultant. Engineer grants Owner a limited license to use the documents on the project, project extension and for related uses of the Owner subject to receipt of full payment due, and such license to Owner shall not create any rights in third parties. Owner shall indemnify and hold harmless Consultant and its officers, directors, employees and Subconsultants from all claims, damages, losses, and expenses, including reasonable attorney fees, arising out of or resulting from any use, reuse, or modification of documents without written verification, completion or adaptation by Consultant.

13. Electronic Files: Owner and Consultant agree that any electronic files furnished by either party shall conform to the specifications agreed to at the time this contract is executed. Electronic files furnished by either party shall be subject to an acceptance period of 60 days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files. Owner is aware that differences may exist between the electronic files delivered and the printed hard-copy documents. In the event of a conflict between the hard-copy documents prepared by Consultant and electronic files, the hard-copy documents shall govern.

14. Financial and Legal Services: Consultant's services and expertise do not include the following services, which shall be provided by Owner if required: (1) Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services; (2) Legal services with regard to issues pertaining to the Project as Owner requires, Contractor(s) raises, or Consultant reasonably requests; and (3) Such auditing services as Owner requires to ascertain how or for what purpose any Contractor has used the money paid.

15. Termination of Services: This contract may be terminated at any time by either party should the other party fail to perform its obligations hereunder. In the event of termination for any reason whatsoever, Owner shall pay Consultant for all services rendered to the date of termination, all reimbursable expenses incurred prior to termination, and reasonable termination expenses incurred as the result of termination. Consultant shall have no liability to Owner on account of termination for cause by Consultant.

16. Controlling Law: This contract is to be governed by the law of the place of business of Consultant at the address in its proposal to Owner.

17. Assignment of Rights: Neither Owner nor Consultant shall assign, sublet or transfer any rights under or interest in this contract (including, but without limitation, moneys that may become due or moneys that are due) without the written consent of the other, except to the extent mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this contract. Nothing contained in this paragraph shall prevent Consultant from employing such independent subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

18. Third Party Benefits: This contract does not create any benefits for any third party.

19. Dispute Resolution: Owner and Consultant agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to exercising their rights under the following dispute resolution provision. If direct negotiations fail, Owner and Consultant agree that they shall submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this contract or the breach thereof to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association effective on the date of this contract prior to exercising other rights under law.

20. Exclusion of Special, Indirect, Consequential, and Liquidated Damages: Consultant shall not be liable, in contract or tort or otherwise, for any special, indirect, consequential, or liquidated damages including specifically, but without limitation, loss of profit or revenue, loss of capital, delay damages, loss of goodwill, claim of third parties, or similar damages arising out of or connected in any way to the project or this contract.

21. Betterment: If, due to Consultant's negligence, a required item or component of the project is omitted from the construction documents, Consultant's liability shall be limited to the reasonable cost of correction of the construction, less what Owner's cost of including the omitted item or component in the original construction would have been had the item or component not been omitted. It is intended by this provision that Consultant will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the project.

22. Severability: To the extent that any provision of this contract is finally adjudged invalid by a court of competent jurisdiction, that provisions shall be deleted or modified, as necessary, to make it enforceable, and the remaining provisions of this contract shall remain in full force and effect and be binding upon the parties hereto.

23. California Privacy Rights Act Employer

25. Entire Agreement: This agreement contains the parties entire understanding and supersedes all prior negotiations or agreements over the services described herein. This contract may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

26. Notice of Lien Rights: Ayres Associates Inc hereby notifies owner that persons or companies furnishing labor or materials, including engineering, architectural, and surveying services, for the improvement of or construction on owner's land may have lien rights on owner's land and buildings if not paid. Owner should give a copy of this notice to their mortgage lender, if any. Ayres Associates Inc agrees to cooperate with the owner and owner's lender, if any, for resolution of POTENTIAL LIEN claims made as part of this contract.

**Town of Minturn Downtown Development Authority
Proposal to the Town Council: Request for Intergovernmental Agreement (IGA) Between
the Town of Minturn and the Minturn Downtown Development Authority**

Date: May 9, 2025

To: Honorable Mayor and Members of the Minturn Town Council
From: Minturn Downtown Development Authority
Subject: Request for Intergovernmental Agreement (IGA) – Administrative and Operational Support for the Downtown Development Authority

Overview

The Minturn Downtown Development Authority (DDA) was recently formed to support and revitalize the economic vitality and overall character of Minturn’s downtown area. In its formative stage, the DDA is focused on establishing its operational framework, vision, and long-term goals. During this critical period, collaboration with the Town of Minturn is essential to ensure the DDA is effectively launched and positioned for success.

The DDA respectfully requests the Town Council’s consideration and approval of an Intergovernmental Agreement (IGA) that formalizes the provision of certain administrative and operational support by the Town for a limited term.

Purpose of the IGA

The proposed IGA would establish a formal relationship between the Town of Minturn and the DDA, delineating the roles, responsibilities, and services to be provided by Town staff to support the DDA during its initial three (3) years of operation. This foundational support will enable the DDA to focus on strategic planning, stakeholder engagement, and the implementation of core initiatives.

Requested Support

Under the proposed IGA, the Town of Minturn would provide the following support services:

1. Staff Time and Administrative Assistance

- **Deputy Town Clerk (Interim Executive Director of the DDA):**
 - Serve as the primary administrative point of contact for the DDA.
 - Coordinate DDA meetings, communications, and records management.

- Assist with official record-keeping, meeting minutes, and compliance with Colorado Open Records and Meetings laws.
- Estimated time commitment for the Deputy Clerk is 16 hours per month
- **Town Treasurer:**
 - Provide financial oversight, including budget preparation, financial tracking, and coordination of DDA financial reporting.
 - Estimated time commitment for the Town Treasurer is 4 -8 hours per month

2. Specific Services to be Provided

- Posting and noticing of all DDA meetings in compliance with applicable laws.
 - Preparation and retention of meeting agendas, minutes, and resolutions.
 - Budget development and financial tracking of DDA funds.
 - Processing of expenditures, revenues, and financial reporting.
 - General administrative support as necessary to facilitate DDA operations.
-

Term and Review

The IGA would be effective for an initial term of **one (1) year** from the date of execution. The term may be renewed for up to two additional one-year terms subject to annual appropriation. Prior to the conclusion of the term, the Town and the DDA will review the agreement and consider renewal, revision, or transition to a more independent operational structure as the DDA becomes self-sustaining.

Next Steps

We request that the Town Council authorize the Town Manager and Town Attorney to work collaboratively with the DDA to draft and execute an Intergovernmental Agreement based on the terms outlined above.

The Minturn DDA looks forward to working in partnership with the Town to lay a strong foundation for the future of downtown Minturn.

Respectfully submitted,
Minturn Downtown Development Authority Board of Directors

INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF MINTURN AND THE MINTURN DOWNTOWN DEVELOPMENT AUTHORITY FOR SUPPORT AND SERVICES

THIS INTERGOVERNMENTAL AGREEMENT (the “Agreement”) is made this _____ day of _____, 2025 by and between the Town of Minturn, a Colorado home rule municipality (“the Town”) and the Minturn Downtown Development Authority, a political subdivision of the State of Colorado organized pursuant to C.R.S. §31-25-801, et seq., (the “DDA”). The Town and the DDA are collectively referred to as the “Parties.”

RECITALS

- A. The Town of Minturn has established the Minturn Downtown Development Authority in accordance with state law to support the revitalization and economic development of its downtown area.
- B. The DDA is in its organizational phase and requires operational and administrative support to effectively develop and implement its mission, vision, and goals.
- C. The Town has the capacity and interest in providing temporary support to the DDA through Town personnel and administrative infrastructure.
- D. The Parties are authorized under C.R.S. § 29-1-203 to enter into intergovernmental agreements for the provision of services and cooperation.
- E. The Parties desire to enter into this Agreement to define the scope and nature of administrative services to be provided by the Town to the DDA.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual promises and agreements of the parties and other good and valuable consideration, the adequacy and sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1. Recitals. The foregoing recitals are incorporated herein by this reference.
- 2. Term. This Agreement shall commence on the Effective Date and shall continue for a period of one (1) year, at which time it may be renewed for up to two (2) additional one-year terms, subject to annual appropriation pursuant to Section 6 below.
- 3. Services Provided by the Town. The Town agrees to provide the following services to the DDA:
 - a. Administrative and Clerical Support
 - i. Posting of public meeting notices, agendas, and materials in compliance

with state law.

- ii. Preparation and maintenance of meeting agendas, minutes, resolutions, and official records.
- iii. Assistance with correspondence, scheduling, and communication with DDA board members and stakeholders.

b. Financial and Budgeting Services

- i. Assistance in the development of the DDA’s annual budget.
- ii. Tracking of DDA revenues and expenditures through the Town’s financial systems.
- iii. Processing of payments and reimbursements on behalf of the DDA, subject to budget approval.
- iv. Preparation of periodic financial reports.

c. Specific Staff Services and Roles. The Town may provide support and other services to the Minturn DDA as authorized by the Town Manager, including, but not limited to:

- i. The Deputy Town Clerk will serve part time at the discretion of the Town Manager in the role of Interim Executive Director to implement start-up actions for the DDA to help establish vision and goals and implement operating and work plans. Duties will include, but may not be limited to, work with the DDA elected officers and other Town staff to prepare meeting agendas, coordinate with consultants, provide administrative functions, and oversee the running of the DDA operations.
- ii. The Deputy Town Clerk(s) will work with the DDA secretary to assist in the taking of minutes and keeping of DDA documents and records, ensuring compliance with the Open Meetings Law and Open Records Act.
- iii. The Minturn Town Treasurer will manage a fiduciary fund for the DDA within the Town budget, and work with the DDA treasurer to oversee the DDA budget, accounting and financial reporting.
- iv. Additional administrative staff assistance and support services as needed from time to time and mutually agreed upon.

- v. Use of meeting and conference rooms for DDA board meetings, committee meetings and public open forums, as may be available upon request by the DDA.
 - vi. The Town shall include the DDA board members in the Town's risk management insurance coverage as approved by CIRSA.
 - vii. The Town may provide the DDA limited marketing services; this may include engagement and video conferencing tools, basic copying and printing, use of the Town's website and/ or social media platforms or assistance in creating an DDA website and/ or social media sites.
- d. Interim / Acting Executive Director Services. The Town's Deputy Clerk shall serve in the role of Interim Executive Director to implement start-up actions for the DDA to help establish vision and goals and implement operating and work plans. Duties will include, but may not be limited to, work with the DDA elected officers and other Town staff to prepare meeting agendas, coordinate with consultants, provide administrative functions, and oversee the running of the DDA operations.
- e. Oversight and Guidance
- i. The Town Clerk and Town Treasurer shall provide oversight and support related to compliance, transparency, and fiscal responsibility.
 - ii. The Minturn DDA Annual Budget will be subject to review, approval and oversight of the Minturn Town Council.
4. Compensation and Use of Town Funds. The provision of services is subject to the appropriation of funds requirements described below. The Parties may revisit and renegotiate any direct cost reimbursements or service charges should the scope of support materially change.
- a. Payment. The Town shall provide to the Minturn DDA in 2025 the amount of \$15,000 in seed money to be used per Resolution No. XX – Series 2025.
 - b. Use of Town Funds. The Minturn DDA shall utilize the Town Funds as initial seed money towards the following priorities:
 - i. Plan of development.
 - ii. Additional consulting services, as deemed necessary related to strategic planning, stakeholder engagement, policy and operating documents,

development and execution of work and action plans.

5. Coordination and Communication. The DDA shall coordinate with the Town Manager or designee to ensure the timely and efficient provision of services and address any operational concerns.
6. Reporting and Review. Annually, the DDA Board and the Town Council will schedule a joint meeting to discuss the progress of the DDA in meeting its objectives.
7. Assignability. This Agreement is not assignable by any party hereto.
8. Modification. This Agreement may be changed or modified only in writing by an agreement approved by the respective Boards or Councils of the Governments and signed by authorized officers of each party.
9. Entire Agreement. This Agreement constitutes the entire Agreement between the parties and all other promises and agreements relating to the subject of this Agreement, whether oral or written, are merged herein.
10. Severability. Should any one or more sections or provisions of this Agreement be judicially adjudged invalid or unenforceable, such judgment shall not affect, impair, or invalidate the remaining provisions of this Agreement, the intention being that the various sections and provisions hereof are severable.
11. Government Immunity. The parties agree and understand that all parties are relying on and do not waive, by any provisions of this Agreement, the monetary limitations or terms or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. 24-10-101, et seq., as from time to time amended or otherwise available to the parties or any of their officers, agents, or employees.
6. Current Year Obligations. The parties acknowledge and agree that any payments provided for hereunder or requirements for future appropriations shall constitute only currently budgeted expenditures of the parties. The parties' obligations under this Agreement are subject to each individual party's annual right to budget and appropriate the sums necessary to provide the services set forth herein. No provision of this Agreement shall be construed or interpreted as creating a multiple fiscal year direct or indirect debt or other financial obligation of any of the parties within the meaning of any constitutional or statutory debt limitation. This Agreement shall not be construed to pledge or create a lien on any class or source of any of the parties' bonds or any obligations payable from any class or source of each individual party's money.
7. Agreement made in Colorado. This Agreement shall be construed according to the laws of the State of Colorado, and venue for any action shall be in the District Court in and for Eagle County, Colorado.

8. No Waiver. The waiver by any party to this Agreement of any term or condition of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any party.
9. Authority. Each person signing this Agreement represents and warrants that said person is fully authorized to enter into and execute this Agreement and to bind the party it represents to the terms and conditions hereof.

~ Signature Pages Follow ~

In Witness whereof, the parties hereto have caused this agreement to be executed on the dates below.

TOWN OF MINTURN, COLORADO

By: _____
Earle Bidez, Mayor

Date: _____

Attest: _____
Jay Brunvand, Town Clerk

MINTURN DOWNTOWN DEVELOPMENT AUTHORITY

By: _____
[Name], Chair

Date: _____

Attest: _____
Cindy Krieg, Acting Executive Director