

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 Hiegel, PE

Development Services Manager

Client's Name

Signature

Name

Attachments: Contract Terms & Conditions

Title

Date

AYRES ASSOCIATES
CONTRACT TERMS AND CONDITIONS

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.