



2011

Minturn Council Meeting

Wednesday March 16, 2011

Regular Session/Executive Session: 5:15pm
(Town Center)

Work Session: 5:45pm

Regular Session: 7:00pm

Council Goals:

TOP FIVE COUNCIL PRIORITIES:

- Transit
- Sidewalks
- Annex School Dist property
- Community communications strategy
- Enforce zoning laws



Agenda

MEETING OF THE MINTURN TOWN COUNCIL
Minturn Town Center, 302 Pine Street
Minturn, CO 81645 • (970) 827-5645

Wednesday March 16, 2011

Regular Session – 5:15pm

MAYOR – Gordon “Hawkeye” Flaherty
MAYOR PRO TEM – George Brodin

TOWN MANAGER – Jim White
TOWN CLERK/TREAS – Jay Brunvand

COUNCIL MEMBERS:

Shelley Bellm
Earle Bidez
Jerry Bumgarner
Aggie Martinez
John Rosenfeld

When addressing the Council, please state your name and your address for the record prior to providing your comments. Please address the Council as a whole through the Mayor. All supporting documents are available for public review in the Town Offices – located at 302 Pine Street, Minturn CO 81645 – during regular business hours between 8:00 a.m. and 3:00 p.m., Monday through Friday, excluding holidays.

Regular Session – 5:15pm

- 1. Call to Order**
 - a. Roll Call
 - b. Pledge of Allegiance

EXECUTIVE SESSION

- 2. Executive Session - Pursuant to CRS 24-6-402(4)(b) to consult with the Town's Attorney(s) and receive legal advice regarding Environmental Protection Agency (EPA) and Colorado Department of Public Health comments on the Battle Mountain Resort project Remediation Feasibility Study Amendment– White/Christensen (30min)**

Work Session – 5:45pm

- Discussion – Ordinance 1 – 2011 an Ordinance annexing to the Town of Minturn, County of Eagle, State of Colorado, Eagle County School District Maloit Park Parcel No. 1 – Cerimele (15min)
- Discussion – Ordinance 2 – 2011 an Ordinance annexing to the Town of Minturn, County of Eagle, State of Colorado, Eagle County School District Maloit Park Parcel No. 2 – Cerimele (15min)
- Discussion – Ordinance 3 – 2011 an Ordinance authorizing the Mayor of the Town of Minturn, Colorado, to sign an annexation agreement with the Eagle County School District – Cerimele (15min)
- Discussion – Ordinance 4 – 2011 An Ordinance establishing zoning on parcels of land known as the Eagle County School District Maloit Park Property annexed to the Town of Minturn, Colorado and amending the official zone district map of the Town of Minturn, CO.– Cerimele (15min)

Regular Session (Reconvene) – 7:00pm

3. **Executive Session – Action by Council or Direction to Staff as a result of the Executive Session (5min)**
4. **Approval of Agenda**
 - a. Items to be Pulled or Added
5. **Approval of Minutes and Action Report**
 - March 2, 2011
 - Action Item Report
6. **Public comments on items, which are NOT on the agenda (5 minute time limit per person)**
7. **Special Presentations/Citizen Recognition**
8. **Planning Commission Update**
9. **Town Manager’s Report**
 - Update on County Commissioner/Town Council Agenda
 - USFS

10. Town Council Comments

PUBLIC HEARINGS AND DISCUSSION/ACTION ITEMS

11. **Discussion/Action** – Ordinance 1 – 2011 (First Reading) an Ordinance annexing to the Town of Minturn, County of Eagle, State of Colorado, Eagle County School District Maloit Park Parcel No. 1 – Cerimele (15Min)
12. **Discussion/Action** – Ordinance 2 – 2011 (First Reading) an Ordinance annexing to the Town of Minturn, County of Eagle, State of Colorado, Eagle County School District Maloit Park Parcel No. 2 – Cerimele (15min)
13. **Discussion/Action** – Ordinance 3 - 2011 (First Reading) an Ordinance authorizing the Mayor of the Town of Minturn, Colorado to sign an annexation agreement with the Eagle County School District – Cerimele (15min)
14. **Discussion/Action** – Ordinance 4 – 2011 (First Reading) An Ordinance establishing zoning on parcels of land known as the Eagle County School District Maloit Park Property annexed to the Town of Minturn, Colorado and amending the official zone district map of the Town of Minturn, CO.– Cerimele – Cerimele (15min)

FUTURE AGENDA ITEMS

15. Next Meeting

- County Commissioners to attend Minturn Council Meeting – April 6 (60min)
- Discussion/Action – Ordinance 1 – 2011 (Second Reading) an Ordinance annexing to the Town of Minturn, County of Eagle, State of Colorado, Eagle County School District Maloit Park Parcel No. 1 – Cerimele (15Min)
- Discussion/Action – Ordinance 2 – 2011 (Second Reading) an Ordinance annexing to the Town of Minturn, County of Eagle, State of Colorado, Eagle County School District Maloit Park Parcel No. 2 – Cerimele (15min)
- Discussion/Action – Ordinance 3 - 2011 (Second Reading) an Ordinance authorizing the Mayor of the Town of Minturn, Colorado to sign an annexation agreement with the Eagle County School District – Cerimele (15min)
- Discussion/Action – Ordinance 4 – 2011 (Second Reading) an Ordinance amending the Official Zone District Map of the Town of Minturn and creating the Maloit Park Character Area – Cerimele (15min)
- Discussion/Action – Ordinance 5 – 2011 (First Reading) an Ordinance adopting the 2009 IBC as amended – Cerimele/Lanci (15min)
- Work Session – Ordinance 5 – 2011 an Ordinance adopting the 2009 IBC – Cerimele/Lanci (15min)

16. Future Meeting

- Worksession discussion re: Ordinance ____ - 2011 an ordinance regarding the sale of Medicinal Marijuana – 4/20/11 (45min)
- Discussion/Action – Ordinance ____ - 2011 (First Reading) an Ordinance approving an Ordinance allowing the sale of Medical Marijuana – May 4
- Discussion/Action – Ordinance ____ - 2011 (Second Reading) an Ordinance approving an Ordinance allowing the sale of Medical Marijuana – May 18

17. Set Future Meeting Dates

a) Council Meetings:

- April 6, 2011
- April 20, 2011
- May 4, 2011

b) Planning & Zoning Commission Meetings:

- March 23, 2011
- April 13, 2011
- April 27, 2011

c) Other Dates:

- May 14, 2011 Town Clean Up Day

18. Adjournment



Official Minutes

MEETING OF THE MINTURN TOWN COUNCIL
Minturn Town Center, 302 Pine Street
Minturn, CO 81645 • (970) 827-5645

Wednesday March 2, 2011

Regular Session – 6:00pm

MAYOR – Gordon “Hawkeye” Flaherty
MAYOR PRO TEM – George Brodin

TOWN MANAGER – Jim White
TOWN CLERK/TREAS – Jay Brunvand

COUNCIL MEMBERS:

Shelley Bellm
Earle Bidez
Jerry Bumgarner
Aggie Martinez
John Rosenfeld

These minutes are formally submitted to the Town of Minturn Town Council for approval as the official written record of the proceedings at the identified Council Meeting. Additionally, all Council meetings are tape-recorded and are available to the public for listening at the Town Center Offices from 8:30am – 2:00 pm, Monday through Friday, by contacting the Town Clerk at 970/824-5645 302 Pine St. Minturn, CO 81645

Work Session – 6:00pm

- Maloit Park Annexation discussion – Cerimele (30min)
- Develop Agenda for April 6th Council Meeting with County Commissioners – White (15 min)
 - Eco Transit-how have things gone so far this year, numbers wise? Discuss sustainable ridership
 - Comprehensive Economic Planning
 - Land Swap
 - Medical Marijuana
 - Coordinated county-wide calendar
 - Attainable Housing, housing assistance programs
 - Paving of County Road & 2nd Phase of Eco Trail
 - Thank the Commissioners for the \$500 donation to the Independence Day Celebration

Regular Session – 7:00pm

1. Call to Order

- a. Roll Call
- b. Pledge of Allegiance

The meeting was called to order by Mayor Flaherty at 7:04 pm.

Those present included: Mayor Hawkeye Flaherty, Mayor Pro Tem George Brodin, Council Members Shelley Bellm, Jerry Bumgarner, John Rosenfeld, Aggie Martinez, and Earle Bidez.

Staff present: Town Manager Jim White, Town Treasurer/Clerk Jay Brunvand, Chief of Police Lorenzo Martinez, Administrative Assistant/Deputy Clerk Michelle Metteer, Town Planner Chris Cerimele and Attorney Allen Christensen.

2. Approval of Agenda

- a. Items to be Pulled or Added

Request to switch action /discussion items 9 & 10

Motion by John R., second by Shelley B., to approve the agenda of March 3, 2011 as amended, all voted in favor.

3. Approval of Minutes and Action Report

- February 16, 2011
- Action Item Report

Motion by Aggie M., second by George B., to approve the minutes of February 16, 2011 as presented, all voted in favor.

4. Public comments on items, which are NOT on the agenda (5 minute time limit per person)

5. Special Presentations/Citizen Recognition

- Eagle County Economic Development Planning – Chris Romer (30min)

Chris Romer, Executive Director Vail Valley Partnership, 101 Faucet Rd, Avon
Don Cohen, Economic Director, Eagle County, 25 Mill Loft St, Edwards

Feedback from Vail meeting:

Tourism infrastructure

Eagle County Airport

Strong Public Education System

Transit (within Eagle County and I70 corridor)

Business recruitment to the state of Colorado

Diversify the economy, including health and wellness

Private sector growth, local, county and state-wide
Elimination of private personal property tax for business
Education choice for residents
Promotion, on all levels
Organized and planned tourism (minimal lines)
Bike path
Attainable Housing options
Recreational Facility

Economic Development Open Forum, all business owners are invited to attend: March 31st 5-7 Eagle County Building

Michael Cacioppo The Business Brief, suggested lower taxes and less regulatory fees

6. Planning Commission Update

There were no action items on the February 23, 2011 Planning Commission meeting agenda but the following topics were discussed:

- Design Review Application Requirements and Hearing Procedures
- Lot Coverage Definition
- Open Space Requirements

The Planning Commission and staff have been discussing a series of code amendments at recent meetings with the intention of improving and clarifying certain elements of the code. A new code section is being proposed that will formally codify the submittal requirements for Design Review applications and establish clear findings of fact that must be met prior to an application receiving approval.

Additionally, the Planning Commission is considering revising the lot coverage definition to include second and third level floor areas that overhang the ground level. This cantilevered space would be included in the total lot coverage calculation and count towards the maximum allowed area of a lot this is permitted to be built upon. Finally, staff presented a memo outlining open space requirements for subdivisions in other jurisdiction throughout Colorado. The Planning Commission is interested in adopting quantifiable open space requirements for subdivisions and Planned Unit Developments (PUD) in Minturn. While the land use code recommends that a developer provide 25% of the total area of a PUD for open space, they are not required to do so. It was suggested that the PUD guidelines be revised so that a developer is required to provide 10% of the total land area for recreation and open space. It was also suggested that the subdivision regulations be revised to include a provision requiring 10% open space. A fee-in-lieu payment for open space was also discussed and staff will research how other jurisdictions derive their fee-in-lieu payment formulas. The Commission want to create a mechanism that would allow the developer of smaller properties the opportunity to pay the Town a fee for the required open space.

Request by Council for builder's to submit a list of design deviations from originally approved prints for approval at the staff level.

7. Town Manager's Report

Eagle County/State Land Board/USFS

Consider Land Swaps

We are following up with Dave Neeley, District Ranger, USFS to complete a letter of intent to confirm our interest in participation in these negotiations.

School District RFP Submittals

A decision on future uses of the school is expected in March. The School Board has pushed the date for the formal review to the March 9, 2011 School Board meeting.

Eagle County Economic Development Plan

Eagle County is supporting efforts among all jurisdictions and unincorporated areas to engage in creation of a county wide economic development plan in response to the request from Governor Hickenlooper. Chris Romer, Vail Valley Partnership and Don Cohen, Eagle County Economic Development Coordinator, are leading the efforts. I have arranged for them to come to tonight's Town Council meeting to highlight the proposed approach and to get input from the Minturn Town Council, staff, and any others present at the meeting. A county wide meeting will be held on March 31, 2011.

Signage

Design criteria have been sent has been sent to several individuals and companies that may be engaged to help with the actual construction of the Town signage. Staff is also continuing to work with the USFS on written justification needed to complete the Special Use Permit for our welcome signs.

Battle Mountain Update

Dave Kleinkopf and his representatives will be meeting with CDPHE and the EPA on March 15, 2011 to clarify the recent remarks in anticipation of future planning.

Colorado City and County Managers Association

I was elected by my peers as "President-Elect" of the Colorado City and County Manager's Association (CCCMA) at the annual meeting February 24-26, 2011 in Glenwood Springs. Subsequently, I am slated to become President at next year's annual conference in February 2012.

Holy Cross Franchise Agreement Extension

The Town of Minturn and Holy Cross representatives met on February 9, 2011 to begin review of the existing Franchise Agreement. Our current temporary extension terminates on March 4, 2011. In the next month or so, I will be providing Town Council members copies of the proposed Holy Cross Franchise Agreement and a map depicting the coverage area for Holy Cross. Town Council review and comment will be requested.

XCEL Utility Under Grounding Funding

There are several areas of Town identified by XCEL and Town staff as potential sites for underground utilities. My recommendation is to begin dialog with Town Council in establishing priority areas. We have to start somewhere and the process will obviously take a long time to complete. I would also like to propose a utility fee for all new development in Town which, over time, will help to supplement the monies we receive annually from our XCEL franchise agreement for under grounding utility wires.

2011 Summer Events Planning

Planning for all summer events is underway. This includes the Minturn Market, Music Concerts @ Little Beach Park, Movies at Little Beach Park, Flower Pots, Independence Day Celebration, etc.

8. Town Council Comments

Direction to staff to obtain preliminary estimates for considered fees and the resulting net funding over a specified time period in order to obtain a proper fund for undergrounding utilities.

Minturn Seniors are taking a trip to Nashville Tennessee. Donations for the trip are being taken at the Minturn Town Hall.

John R. named the Minturn representative for the Economic Development Session taking place March 31, 2011 at 7:00pm at the Eagle County Building. Local business owners are encouraged to attend.

Magustos Restaurant, Downtown Minturn, is expected to be opening in a few weeks.

Maloit Park annexation proposal is accepting comments from community members. First Public Hearing to take place March 16, 2011.

PUBLIC HEARINGS AND DISCUSSION/ACTION ITEMS

9. Discussion/Action – Enhancement Transportation funding discussion with Eva Wilson – White (30min)

Eva Wilson gave a power point presentation covering transportation funding opportunities for the Minturn area.

10. Discussion – Land Exchange Discussion: Attainable/Affordable Housing – Cerimele (30 min)

- CDOT Gravel shed at front end of Town?
- Housing at the USFS compound area

For future agendas:

Direction to Staff to prepare a sidewalk improvement plan to be presented to Council

Direction to Staff to provide locations for underground utilities

Direction to Staff to present options for scholarship fundraising opportunities

FUTURE AGENDA ITEMS

11. Next Meeting

- Work Session (30min) & Discussion/Action (30min) – 2009 IBC – Cerimele/Lanci – 3/16/11
- Work Session (15min) & Discussion/Action (15min) – Ordinance ____ - 2011 an Ordinance annexing to the Town of Minturn Maloit Park Parcel No. 1 – Cerimele 3/16/11
- Work Session (15min) & Discussion/Action (15min) – Ordinance ____ - 2011 an Ordinance annexing to the Town of Minturn Maloit Park Parcel No. 2 – Cerimele 3/16/11
- Work Session (15min) & Discussion/Action (15min) – Ordinance ____ - 2011 an Ordinance amending the official zone district map and creating the Maloit Park Character Area – Cerimele 3/16/11
- Discussion/Action – Ordinance ____ - 2011 an Ordinance authorizing the Mayor to sign an annexation agreement – Cerimele (15min) 3/16/11
- Executive Session - Elizabeth Mitchell – Battle Mountain Update (1hr at end of meeting) 3/16/11 16

12. Future Meeting

- County Commissioners to attend Minturn Council Meeting – April 6
- Work Session – Medical Marijuana Ordinance – April 6

13. Set Future Meeting Dates

a) Council Meetings:

- March 16, 2011
- April 6, 2011
- April 20, 2011

b) Planning & Zoning Commission Meetings:

- March 9, 2011
- March 23, 2011
- April 13, 2011

c) Other Dates:

- May 14, 2011 Town Clean Up Day

14. Adjournment

Motion by Jerry B., Second by Shelley B., to adjourn meeting at 9:13pm. All voted in favor.

**Town of Minturn
Council Action Item Memo**

TO: Staff Members/Council Members
FROM: Jim White/ Town Manager
DATE: March 16, 2011
SUBJECT: Status of Action Items from Town Council Meetings

Action Item	Responsible Party	Progress Report
Maloit Park Annexation with Eagle County School District	White/Christensen	Public hearing on the Ordinances related to annex scheduled for March 16, 2011.
Town entry sign: Requirements with USFS being sought	White	Continuing to modify & review design. Reviewing USFS Special Use Permit guidelines a template has been created. Seeking input from sign design companies.
Draft open burning regulations as an amendment to the 2009 International Fire Code.	Cerimele	Changes from Feb 2 nd Council Meeting have been incorporated in draft report and will be presented to Council 3/16/11.
Review Building Fees	Cerimele	Reviewing comparisons with similar size municipalities. Provide recommendation by 3/16/11.
Draft Medical Marijuana Ordinance-Staff level	Brunvand/Metteer	Draft to Council by March 16, 2011 for review in Work Session April 6 th , and first reading on April 20 th .
Underground Utility Planning	White	Obtain preliminary estimates for considered fees and the resulting net funding over a specified period of time in order to obtain a proper fund for undergrounding utilities.

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302 Pine Street
Minturn, CO 81645
Phone: 970-827-4272
Fax: 970-827-7420



Town Council
Mayor – Gordon “Hawkeye” Flaherty
Mayor Pro Tem – George Brodin
Councilwoman – Shelley Bellm
Councilman – Jerry Bumgarner
Councilman – Aggie Martinez
Councilman – Earle Bidez
Councilman – John Rosenfeld

To: Minturn Town Council
Cc: Jim White, Town Manager
From: Chris Cerimele, Town Planner
Re: Planning Department Update
Date: March 11, 2011

3.9.11. Planning Commission Meeting

There were two action items on the 3.9.11 Planning Commission agenda. The first item was a variance request for a property located at 251 Main Street. The applicant intended to construct a mixed use building in the Mixed-Use Zone of the Old Town Character Area. He was seeking variances from the building height, lot coverage, and set back requirements. The applicant withdrew his proposal at the meeting and intends to pursue approval for a single family residence.

The second item was a variance request to construct a detached garage at 293 Boulder Street. The applicants requested variances from the setback and lot coverage requirements. The item was tabled so the applicants could respond to the concerns of the Planning Commission and make revisions to the design.

Building Permit Fees

Staff was asked to research the building permit fees of various jurisdictions throughout Colorado. Attached is a spreadsheet that outlines the permit fees for the following jurisdictions: Alamosa; Carbondale; Eagle; Eagle County; Frisco; Minturn; Pagosa Springs; Steamboat Springs and Vail. Out of these 9 jurisdictions, Alamosa had the lowest permit fees while Minturn had the highest. The following example outlines the building permit fees one would pay for a project valued at \$150,000.

Jurisdiction	Project Valuation	Base Fee	Additional Value	Total Fee
Alamosa	\$150,000	\$639.50	\$175	\$814.50
Frisco & Vail	\$150,000	\$993.75	\$1,273.75	\$1,273.75
Minturn	\$150,000	\$1,095	\$1,405	\$1,405

Building Permit Fee Comparison									
Building Valuation									
Jurisdiction	\$1 - \$500	\$501-\$2,000	\$2,001-\$25,000	\$25,001-\$50,000	\$50,001-\$100,000	\$100,001-\$500,000	\$500,001-\$1,000,000	\$1,000,001 and up	Plan review fee (% of Permit Fee)
Alamosa	\$15	\$15 + \$2 for each add. \$100 valuation over \$500	\$45 + \$9 for each add. \$1,000 valuation over \$2,000	\$252 + \$6.50 for each add. \$1,000 valuation over \$25,000	\$414 + \$4.50 for each add. \$1,000 valuation over \$50,000	\$639.50 + \$3.50 for each add. \$1,000 valuation over \$100,000	\$2,039.50 + \$3 for each add. \$1,000 valuation over \$500,000	\$3,359.50 + \$3.15 for each add. \$1,000 valuation over \$1,000,000	\$30 / hr.
Carbondale	\$23.50	\$23.50 + \$3.05 for each add. \$100 valuation over \$500	\$69.25 + \$14.00 for each add. \$1,000 valuation over \$2,000	\$391.25 + \$10.10 for each add. \$1,000 valuation over \$25,000	\$643.75 + \$7.00 for each add. \$1,000 valuation over \$50,000	\$993.75 + \$5.60 for each add. \$1,000 valuation over \$100,000	\$3,233.75 + \$4.75 for each add. \$1,000 valuation over \$500,000	\$5,608.75 + \$3.15 for each add. \$1,000 valuation over \$1,000,000	65%
Frisco	\$23.50	\$23.50 + \$3.05 for each add. \$100 valuation over \$500	\$69.25 + \$14.00 for each add. \$1,000 valuation over \$2,000	\$391.25 + \$10.10 for each add. \$1,000 valuation over \$25,000	\$643.75 + \$7.00 for each add. \$1,000 valuation over \$50,000	\$993.75 + \$5.60 for each add. \$1,000 valuation over \$100,000	\$3,233.75 + \$4.75 for each add. \$1,000 valuation over \$500,000	\$5,608.75 + \$3.65 for each add. \$1,000 valuation over \$1,000,000	65%
Pagosa Springs	\$23.50	\$23.50 + \$3.05 for each add. \$100 valuation over \$500	\$69.25 + \$14.00 for each add. \$1,000 valuation over \$2,000	\$391.25 + \$10.10 for each add. \$1,000 valuation over \$25,000	\$643.75 + \$7.00 for each add. \$1,000 valuation over \$50,000	\$993.75 + \$5.60 for each add. \$1,000 valuation over \$100,000	\$3,233.75 + \$4.75 for each add. \$1,000 valuation over \$500,000	\$5,608.75 + \$3.65 for each add. \$1,000 valuation over \$1,000,000	65%
Steamboat Springs / Route County	\$23.50	\$23.50 + \$3.05 for each add. \$100 valuation over \$500	\$69.25 + \$14.00 for each add. \$1,000 valuation over \$2,000	\$391.25 + \$10.10 for each add. \$1,000 valuation over \$25,000	\$643.75 + \$7.00 for each add. \$1,000 valuation over \$50,000	\$993.75 + \$5.60 for each add. \$1,000 valuation over \$100,000	\$3,233.75 + \$4.75 for each add. \$1,000 valuation over \$500,000	\$5,608.75 + \$3.65 for each add. \$1,000 valuation over \$1,000,000	65%
Vail	\$23.50	\$23.50 + \$3.05 for each add. \$100 valuation over \$500	\$69.25 + \$14.00 for each add. \$1,000 valuation over \$2,000	\$391.25 + \$10.10 for each add. \$1,000 valuation over \$25,000	\$643.75 + \$7.00 for each add. \$1,000 valuation over \$50,000	\$993.75 + \$5.60 for each add. \$1,000 valuation over \$100,000	\$3,233.75 + \$4.75 for each add. \$1,000 valuation over \$500,000	\$5,608.75 + \$3.65 for each add. \$1,000 valuation over \$1,000,000	65%
Town of Eagle	\$26.00	\$26.00 + \$3.40 for each add. \$100 valuation over \$500	\$76.25 + \$15.50 for each add. \$1,000 valuation over \$2,000	\$435 + \$11.15 for each add. \$1,000 valuation over \$25,000	\$710 + \$7.75 for each add. \$1,000 valuation over \$50,000	\$1,262.06 + \$7.11 for each add. \$1,000 valuation over \$100,000	\$3,560 + \$5.25 for each add. \$1,000 valuation over \$500,000	\$6,170 + \$4.05 for each add. \$1,000 valuation over \$1,000,000	65%
Eagle County	\$27.50	\$27.50 + \$3.60 for each add. \$100 valuation over \$500	\$80.25 + \$16.30 for each add. \$1,000 valuation over \$2,000	\$456.75 + \$11.75 for each add. \$1,000 valuation over \$25,000	\$745.50 + \$8.15 for each add. \$1,000 valuation over \$50,000	\$1,150 + \$6.55 for each add. \$1,000 valuation over \$100,000	\$3,738 + \$5.55 for each add. \$1,000 valuation over \$500,000	\$6,480 + \$4.30 for each add. \$1,000 valuation over \$1,000,000	65%
Minturn	\$29.85	\$29.85 + \$3.87 for each add. \$100 valuation over \$500	\$87.95 + \$17.78 for each add. \$1,000 valuation over \$2,000	\$497.52 + \$12.83 for each add. \$1,000 valuation over \$25,000	\$817.56 + \$8.89 for each add. \$1,000 valuation over \$50,000	\$1,095 + \$6.20 for each add. \$1,000 valuation over \$100,000	\$4,106.86 + \$6.03 for each add. \$1,000 valuation over \$500,000	\$7,123.11 + \$4.64 for each add. \$1,000 valuation over \$1,000,000	65%

Jim White
Town Manager
P.O. Box 309 ♦ 302 Pine Street
Minturn, CO 81645
Phone: 970-827-5645
Fax: 970-827-5545
Email: manager@minturn.org



TOWN COUNCIL
Mayor – Gordon “Hawkeye” Flaherty
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Councilmember – Jerry Bumgarner
Councilmember – Aggie Martinez
Councilmember – John Rosenfeld

To: Mayor Flaherty and Minturn Town Council
From: Jim White, Town Manager
Date: March 10, 2011
Re: Manager’s Report for the March 16, 2011 Meeting

Mr. White Goes to Washington DC

For thirty two years, an annual role of the president of the CML Executive Board is to accompany the CML league director on a trip to Washington DC to meet with our federal representatives. I depart on Saturday morning, March 12th and return on Wednesday afternoon, March 16, 2011. Sam Mamet has arranged a number of special meetings for us. As examples, we will meet for a briefing with Ken Lane, Ken Salazar’s special advisor at the Department of the Interior and with Anne Castle, Assistant Secretary for Water and Science. We will visit with Will Shafroth, Deputy Assistant Secretary, US Fish & Wildlife (former Colorado GOCO Executive Director). We will be briefed on emerging western water issues. We will meet for a briefing at the White House with David Agnew, Special Assistant to the President for Intergovernmental Affairs. We will meet with Congressman Jared Polis. On Wednesday morning, prior to departure, we will meet with U.S. Senators from Colorado, Michael Bennett and Mark Udall.

Eagle County/State Land Board/USFS **Consider Land Swaps**

Responding to the Town Council’s directive, I did send a formal Letter of Intent to the United States Forest Service (USFS), to Bill Johnson, Realty Specialist, expressing our interest in rekindling the prospect of purchasing the property in Minturn commonly referred to as the Bone Yard. We will work with the Eagle County Open Lands Committee to secure funding for this project. The agreement with the USFS requires that the Town of Minturn will be responsible for the costs of the appraisal. On Thursday, March 10, I met with Kris Valdez, from Eagle County to visit the Bone Yard site and to begin our application for funding through the Eagle County Open Lands Committee.

Eagle County Economic Development Plan

Eagle County is supporting efforts among all jurisdictions and unincorporated areas to engage in creation of a county wide economic development plan in response to the request from Governor Hickenlooper. Councilman John Rosenfeld and I attended an economic development meeting in Silverthorne on Thursday, March 10, 2011 from 5:30pm to 8pm. The next important meeting related to this topic will be on Thursday, March 31, 2011 in the Eagle County Commissioner’s room in Eagle, CO.

Medical Marijuana

Following the Minturn citizens' vote not to ban medical marijuana centers, staff research and work on the medical marijuana issue over the past several months has resulted in a draft ordinance. The first draft of the Town of Minturn's Medical Marijuana Ordinance will be provided to the Town Council at the end of the meeting on March 16, 2011. Plans for review of the ordinance are scheduled in April and May.

School District RFP Submittals

RFP's to consider re-purposing ideas for the Minturn Middle School were turned in on Thursday January 13, 2011. A decision on future uses of the school is expected in March. The School Board has pushed the review to the March 9, 2011 meeting.

Signage

Preliminary contact has been made with several individuals and companies that may be engaged to help with the actual construction of the Town signage. A letter has been sent to the USFS in an effort to elicit support for our Town signage. The letter was required to meet the USFS stipulation that we provide written justification for the signage as part of the process of obtaining a Special Use Permit for our welcome signs. Pending approval from the USFS to install signage on its property, Town staff will be working on the construction and final design elements of the sign. Installation is planned for the spring of 2011.

Battle Mountain Update

Elizabeth Mitchell, Holland & Hart attorney, has been representing Minturn's interest in discussions with Battle Mountain in preparation of a response to the report given to the Battle Mountain developers by the Environmental Protection Agency (EPA) related to the Battle Mountain project. She will be present at tonight's meeting to brief the Town Council on the current status of the dialogue.

Holy Cross Franchise Agreement Extension

The Town of Minturn and Holy Cross representatives met on February 9, 2011 to begin review of the existing Franchise Agreement. Subsequently, we have extended our franchise through September 21, 2011. Holy Cross representatives will attend the May 4, 2011 Town Council meeting to begin formal franchise renewal discussions.

Colorado Municipal League Annual Conference

Please consider attending the CML Annual Conference this year in Vail, CO. The conference is from June 22-June 24, 2011. The information and registration is available on the CML website. I will be completing my term as President and assuming the role of Immediate Past President.

P.O. Box 309 ♦ 302 Pine Street
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Phone: 970-827-5645
Fax: 970-827-5545
Email: manager@minturn.org



TOWN COUNCIL
Mayor – Gordon “Hawkeye” Flaherty
Mayor Pro Tem – George Brodin
Councilwoman – Shelley Bellm
Councilman – Jerry Bumgarner
Councilman – Earle Bidez
Councilman – Aggie Martinez
Councilman – John Rosenfeld

AGENDA ITEM COVER SHEET

<p>AGENDA TITLE:</p> <p>Ordinance 1 – 2011; An Ordinance Annexing to the Town of Minturn, County of Eagle, State of Colorado, the Eagle County School District Maloit Park Parcel No. 1</p>
<p>MEETING DATE: March 16, 2011</p>
<p>PRESENTER: Chris Cerimele</p>
<p>BACKGROUND: The Town Council voted unanimously to approve Resolution 2 - 2011 at their February 16, 2011 meeting. That Resolution established the parcel’s eligibility for annexation and concluded that the parcel was eligible to be annexed into the Town of Minturn by Ordinance.</p> <p>Passage of this Ordinance brings the annexation process one step closer to completion.</p>
<p>CORE ISSUES: Passage of this Ordinance will eventually result in Minturn owning the 18 acre parcel of land that contains the Town’s water treatment and distribution facilities.</p>
<p>BUDGET/FINANCE IMPLICATIONS: Annexation of the Maloit Park property will result in additional revenue for the Town if and when the property is developed.</p>
<p>RECOMMENDED MOTION: I move to approve Ordinance 1 – Series 2011 on first reading.</p>

**TOWN OF MINTURN, COLORADO
ORDINANCE NO. 1 - SERIES 2011**

**AN ORDINANCE ANNEXING TO THE TOWN OF MINTURN, COUNTY OF EAGLE,
STATE OF COLORADO, THE EAGLE COUNTY SCHOOL DISTRICT MALOIT
PARK PARCEL NO. 1**

WHEREAS, pursuant to Section 31-12-107 (1) (a), C.R.S., a petition for annexation to the Town of Minturn, Colorado of unincorporated territory located in the County of Eagle, State of Colorado as more particularly described in the legal description, a copy of which is attached hereto as Exhibit A and incorporated herein by reference, was submitted to the Town Clerk on November 17, 2010, and referred there from to the Town Council of the Town of Minturn, and;

WHEREAS, the owners of one hundred percent of the area that is the subject of the petition have petitioned for annexation to the Town of Minturn, and;

WHEREAS, the Town Council of the Town of Minturn passed Amended Resolution No. 18 - 2010 finding and determining that a public hearing should be held to determine if the proposed annexation complies with Section 30 of Article II of the State Constitution, Sections 31-12-104 and 31-12-105, C.R.S., or such parts thereof as may be required to establish eligibility for annexation to the Town of Minturn under the terms of Sections 31-12-101 to 31-12-123 C.R.S., and;

WHEREAS, the Town Council of the Town of Minturn, provided notice of the public hearing in accordance with 31-12-108 C.R.S. and held such a public hearing commencing on February 16, 2011, which date was not less than 30 days nor more than 60 days after the effective date of the resolution setting the hearing, and;

WHEREAS, the Town Council of the Town of Minturn passed Resolution No. 2 – 2011 in which it set forth its findings of fact and its conclusions on the petition for annexation, Eagle County School District Maloit Park Parcel No. 1, in accordance with the requirements of 31-12-110 C.R.S. and other applicable provisions of the Municipal Annexation Act of 1965 and resolving that such resolution be confirmed and adopted by Ordinance and that said parcel should be annexed to the Town of Minturn, Colorado by Ordinance in accordance with Section 30 of Article II of the State Constitution and Section 31-12-111, C.R.S. and;

WHEREAS, the Town Council of the Town of Minturn determines that it is in the best interest of the Town of Minturn to annex said territory to the Town.

NOW, THEREFORE, THE TOWN OF MINTURN, COLORADO, ORDAINS as follows:

Section 1. That the owners of one hundred percent of the area that is the subject of the petition have petitioned for annexation to the Town of Minturn, that findings of fact and conclusions were made by resolution by the Town Council confirming that the requirements of Section 30 of Article II of the State Constitution and Sections 31-12-104 and 31-12-105, C.R.S. have been met, that an election is not required under Section 30 (1)(a) of Article II of the State

Constitution and Section 31-12-107(2) C.R.S., and that no additional terms and conditions are to be imposed, and therefore the property described in Exhibit A, heretofore attached, be, and hereby is, annexed to the Town of Minturn and made a part of said Town, to be known as the Eagle County School District Maloit Park Parcel No. 1.

Section 2. The annexation shall take effect in accordance with the Municipal Annexation Act of 1965, as amended. This ordinance shall take effect in accordance with the Charter of the Town of Minturn.

Section 3. As required by Section 31-12-113(2) C.R.S., the Town Clerk of the Town of Minturn is directed as follows:

1. File one copy of the annexation map with the original of this annexation Ordinance in the office of the Town Clerk for the Town of Minturn.
2. File for recording three certified copies of this annexation Ordinance and map of the area annexed containing a legal description of such area with the county clerk and recorder of Eagle County, Colorado.

Section 4. Severability. If any part, section, sub-section, clause or phrase of this Ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this Ordinance; and the Town Council for the Town of Minturn, Colorado hereby declares it would have passed this Ordinance and each part, section, sub-section, sentence, clause or phrase thereof, irrespective of the fact that any one or more parts, sections, sub-sections, sentences, clauses or phrases be declared invalid.

Section 5. The Town Council hereby finds, determines and declares that this Ordinance is necessary and proper for the health, safety and welfare of the Town of Minturn and the inhabitants thereof.

Section 6. The repeal or the repeal and re-enactment of any provision of the Minturn Municipal Code as provided in this ordinance shall not affect any right which has accrued, and duty imposed, any violation that occurred prior to the effective date hereof, any prosecution commenced, nor any other action or proceeding as commenced under or by virtue of the provision repealed and re-enacted. The repeal of any provision hereby shall not revive any provision or any ordinance previously repealed or superseded unless expressly stated herein.

INTRODUCED, READ BY TITLE, APPROVED ON THE FIRST READING, APPROVED AND ORDERED PUBLISHED IN FULL THE 16th DAY OF March, 2011. A public hearing on this Ordinance shall be held at the regular meeting of the Town Council of the Town of Minturn, Colorado, on the 6th day of April, 2011, at 7 P.M. in the Minturn Town Center in the Town of Minturn, Colorado.

Mayor

Attest:

Town Clerk

INTRODUCED, READ BY TITLE, PASSED ON SECOND READING, APPROVED AND ORDERED PUBLISHED IN FULL THIS ___DAY OF____, 2011.

Mayor

Attest:

Town Clerk

P.O. Box 309 ♦ 302 Pine Street
Minturn, CO 81645
Phone: 970-827-5645
Fax: 970-827-5545
Email: manager@minturn.org



TOWN COUNCIL
Mayor – Gordon “Hawkeye” Flaherty
Mayor Pro Tem – George Brodin
Councilwoman – Shelley Bellm
Councilman – Jerry Bumgarner
Councilman – Earle Bidez
Councilman – Aggie Martinez
Councilman – John Rosenfeld

AGENDA ITEM COVER SHEET

<p>AGENDA TITLE:</p> <p>Ordinance 2 – 2011; An Ordinance Annexing to the Town of Minturn, County of Eagle, State of Colorado, the Eagle County School District Maloit Park Parcel No. 2</p>
<p>MEETING DATE: March 16. 2011</p>
<p>PRESENTER: Chris Cerimele</p>
<p>BACKGROUND: The Town Council passed Resolution 3 – 2011 at their February 16, 2011. That Resolution certified that the parcel met the applicable State Statutes pertaining to annexation eligibility and confirmed that the parcel is eligible to be annexed into the Town of Minturn by Ordinance.</p>
<p>CORE ISSUES: Passage of this Ordinance will eventually result in Minturn owning the 18 acre parcel of land that contains the Town’s water treatment and distribution facilities.</p>
<p>BUDGET/FINANCE IMPLICATIONS: Annexation of this parcel will result in additional revenues to the Town if and when the property is developed.</p>
<p>RECOMMENDED MOTION: I move to approve Ordinance 2 – 2011 on first reading</p>

**TOWN OF MINTURN, COLORADO
ORDINANCE NO. 2 - SERIES 2011**

**AN ORDINANCE ANNEXING TO THE TOWN OF MINTURN, COUNTY OF EAGLE,
STATE OF COLORADO, THE EAGLE COUNTY SCHOOL DISTRICT MALOIT
PARK PARCEL NO. 2**

WHEREAS, pursuant to Section 31-12-107 (1) (a), C.R.S., a petition for annexation to the Town of Minturn, Colorado of unincorporated territory located in the County of Eagle, State of Colorado as more particularly described in the legal description, a copy of which is attached hereto as Exhibit A and incorporated herein by reference, was submitted to the Town Clerk on November 17, 2010, and referred there from to the Town Council of the Town of Minturn, and;

WHEREAS, the owners of one hundred percent of the area that is the subject of the petition have petitioned for annexation to the Town of Minturn, and;

WHEREAS, the Town Council of the Town of Minturn passed Amended Resolution No. 19 - 2010 finding and determining that a public hearing should be held to determine if the proposed annexation complies with Section 30 of Article II of the State Constitution, Sections 31-12-104 and 31-12-105, C.R.S., or such parts thereof as may be required to establish eligibility for annexation to the Town of Minturn under the terms of Sections 31-12-101 to 31-12-123 C.R.S., and;

WHEREAS, the Town Council of the Town of Minturn, provided notice of the public hearing in accordance with 31-12-108 C.R.S. and held such a public hearing commencing on February 16, 2011, which date was not less than 30 days nor more than 60 days after the effective date of the resolution setting the hearing, and;

WHEREAS, the Town Council of the Town of Minturn passed Resolution No. 3 – 2011 in which it set forth its findings of fact and its conclusions on the petition for annexation, Eagle County School District Maloit Park Parcel No. 2, in accordance with the requirements of 31-12-110 C.R.S. and other applicable provisions of the Municipal Annexation Act of 1965 and resolving that such resolution be confirmed and adopted by Ordinance and that said parcel should be annexed to the Town of Minturn, Colorado by Ordinance in accordance with Section 30 of Article II of the State Constitution and Section 31-12-111, C.R.S. and;

WHEREAS, the Town Council of the Town of Minturn determines that it is in the best interest of the Town of Minturn to annex said territory to the Town.

NOW, THEREFORE, THE TOWN OF MINTURN, COLORADO, ORDAINS as follows:

Section 1. That the owners of one hundred percent of the area that is the subject of the petition have petitioned for annexation to the Town of Minturn, that findings of fact and conclusions were made by resolution by the Town Council confirming that the requirements of Section 30 of Article II of the State Constitution and Sections 31-12-104 and 31-12-105, C.R.S. have been met, that an election is not required under Section 30 (1)(a) of Article II of the State

Constitution and Section 31-12-107(2) C.R.S., and that no additional terms and conditions are to be imposed, and therefore the property described in Exhibit A, heretofore attached, be, and hereby is, annexed to the Town of Minturn and made a part of said Town, to be known as the Eagle County School District Maloit Park Parcel No. 2.

Section 2. The annexation shall take effect in accordance with the Municipal Annexation Act of 1965, as amended. This ordinance shall take effect in accordance with the Charter of the Town of Minturn.

Section 3. As required by Section 31-12-113(2) C.R.S., the Town Clerk of the Town of Minturn is directed as follows:

1. File one copy of the annexation map with the original of this annexation Ordinance in the office of the Town Clerk for the Town of Minturn.
2. File for recording three certified copies of this annexation Ordinance and map of the area annexed containing a legal description of such area with the county clerk and recorder of Eagle County, Colorado.

Section 4. Severability. If any part, section, sub-section, clause or phrase of this Ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this Ordinance; and the Town Council for the Town of Minturn, Colorado hereby declares it would have passed this Ordinance and each part, section, sub-section, sentence, clause or phrase thereof, irrespective of the fact that any one or more parts, sections, sub-sections, sentences, clauses or phrases be declared invalid.

Section 5. The Town Council hereby finds, determines and declares that this Ordinance is necessary and proper for the health, safety and welfare of the Town of Minturn and the inhabitants thereof.

Section 6. The repeal or the repeal and re-enactment of any provision of the Minturn Municipal Code as provided in this ordinance shall not affect any right which has accrued, and duty imposed, any violation that occurred prior to the effective date hereof, any prosecution commenced, nor any other action or proceeding as commenced under or by virtue of the provision repealed and re-enacted. The repeal of any provision hereby shall not revive any provision or any ordinance previously repealed or superseded unless expressly stated herein.

INTRODUCED, READ BY TITLE, APPROVED ON THE FIRST READING, APPROVED AND ORDERED PUBLISHED IN FULL THE 16th DAY OF March, 2011. A public hearing on this Ordinance shall be held at the regular meeting of the Town Council of the Town of Minturn, Colorado, on the 6th day of April, 2011, at 7 P.M. in the Minturn Town Center in the Town of Minturn, Colorado.

Mayor

Attest:

Town Clerk

INTRODUCED, READ BY TITLE, PASSED ON SECOND READING, APPROVED AND ORDERED PUBLISHED IN FULL THIS ___DAY OF____, 2011.

Mayor

Attest:

Town Clerk

P.O. Box 309 ♦ 302 Pine Street
Minturn, CO 81645
Phone: 970-827-5645
Fax: 970-827-5545
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TOWN COUNCIL
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Councilman – Aggie Martinez
Councilman – John Rosenfeld

AGENDA ITEM COVER SHEET

AGENDA TITLE: Ordinance 3 – 2011; An Ordinance authorizing the Mayor of the Town of Minturn, Colorado, to sign an annexation agreement.
MEETING DATE: March 16, 2011
PRESENTER: Chris Cerimele
BACKGROUND: This Ordinance authorizes the Mayor to sign the annexation agreement between the Town and the Eagle County School District.
CORE ISSUES: Through this annexation agreement, the Eagle County School District will convey to the Town of Minturn the 18 acre parcel of land that contains the Town’s water treatment and distribution facilities.
BUDGET/FINANCE IMPLICATIONS: n/a
RECOMMENDED MOTION: I move to approve Ordinance 3 – 2011 on first reading.

**TOWN OF MINTURN, COLORADO
ORDINANCE NO 3- SERIES 2011**

**AN ORDINANCE AUTHORIZING THE MAYOR OF THE TOWN OF MINTURN,
COLORADO, TO SIGN AN ANNEXATION AGREEMENT**

WHEREAS, by Ordinances No. 1 & 2, Series 2011, the Town of Minturn has annexed to the Town approximately 105 acres of land in Eagle County commonly known as the Eagle County School District Maloit Park property (the “Property”) in accordance with the applicable provisions of Section 30 of Article II of the Constitution of the State of Colorado, the Municipal Annexation Act of 1965 and the Minturn Municipal Charter and Code; and

WHEREAS, the Town of Minturn, Colorado, a home rule municipal corporation, (“Town”) has entered into negotiations with the Eagle County School District RE 50J for an Annexation Agreement pertaining to the two annexation petitions filed by Eagle County School District RE 50J in November 2010, which petitions in the aggregate cover approximately 104.552 acres of land; and

WHEREAS, in connection with the annexation of the Property, the Eagle County School District RE50J and the Town of Minturn have reached agreement on the terms and conditions of a proposed Annexation Agreement for the Property, a copy of which is attached hereto as Exhibit A (the “Eagle County School District RE 50J Annexation Agreement”); and

WHEREAS, the Home Rule Charter of the Town of Minturn, Colorado, the Minturn Municipal Code, and C.R.S. Sec. 31-15-101, as amended, authorize the Town to enter into such agreements.

NOW, THEREFORE, THE TOWN OF MINTURN, COLORADO, ORDAINS:

Section 1. The Town Council approves the Eagle County School District RE50J Annexation Agreement.

Section 2. The Town Mayor is authorized to sign the Eagle County School District RE 50J Annexation Agreement.

Section 3. This Ordinance shall not take effect until the Eagle County School District RE 50J Annexation Agreement is signed by the representatives of all of the necessary parties thereto.

Section 4. Severability. If any part, section, sub-section, clause or phrase of this Ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this Ordinance; and the Town Council for the Town of Minturn, Colorado hereby declares it would have passed this Ordinance and each part, section, sub-section, sentence, clause or phrase thereof, irrespective of the fact that any one or more parts, sections, sub-sections, sentences, clauses or phrases be declared invalid.

Section 5. The Town Council hereby finds, determines and declares that this Ordinance is necessary and proper for the health, safety and welfare of the Town of Minturn and the inhabitants thereof.

Section 6. The repeal or the repeal and re-enactment of any provision of the Minturn Municipal code as provided in this ordinance shall not affect any right which has accrued, and duty imposed, any violation that occurred prior to the effective date hereof, any prosecution commenced, nor any other action or proceeding as commenced under or by virtue of the provision repealed and re-enacted. The repeal of any provision hereby shall not revive any provision or any ordinance previously repealed or superseded unless expressly stated herein.

INTRODUCED, READ BY TITLE, APPROVED ON THE FIRST READING, APPROVED AND ORDERED PUBLISHED IN FULL THE 16th DAY OF March, 2011. A public hearing on this ordinance shall be held at the regular meeting of the Town Council of the Town of Minturn, Colorado, on the 6th day of April, 2011, at 7 P.M. in the Minturn Town Center in the Town of Minturn, Colorado.

Mayor

Attest:

Town Clerk

INTRODUCED, READ BY TITLE, PASSED ON SECOND READING, APPROVED AND ORDERED PUBLISHED IN FULL THIS ___ DAY OF ___, 2011.

Mayor

Attest:

Town Clerk

**EAGLE COUNTY SCHOOL DISTRICT RE 50J
ANNEXATION AGREEMENT**

The parties to this Annexation Agreement (this "Agreement") and the **TOWN OF MINTURN, COLORADO**, a home rule municipal corporation ("Town"), and **EAGLE COUNTY SCHOOL DISTRICT RE50J**, a Colorado school district, ("District"), collectively referred to herein as "parties."

Recitals

A. **WHEREAS**, in 2010, the District filed with the Town two petitions for annexation ("Annexation Petitions") which cover approximately 104.552 acres of land south of the Town in Eagle County as legally described in the annexation resolutions and annexation ordinances as defined below (the "Property");

B. **WHEREAS**, the District owns 100% of the Property, exclusive of dedicated streets and alleys;

C. **WHEREAS**, on November 17, 2010, the Town Clerk referred the Annexation Petitions to the Town Council;

D. **WHEREAS**, on February 16, 2011 the Town Council conducted a public hearing at which it adopted Resolution Nos. 2-2011 and 3-2011 wherein it determined that the petitions for the proposed annexation complied with C.R.S. Section 31-12-107, as amended;

E. **WHEREAS**, the Property is presently zoned Resource under the Eagle County zoning regulations and currently is used for school facilities, administration facilities, housing, open space, municipal utility facilities, and related purposes;

F. **WHEREAS**, the Town and District desire to enter into an agreement setting forth more fully the terms of the annexation, zoning and future redevelopment rights of the Property, with full acknowledgement of the existing uses of the Property;

G. **WHEREAS**, it is the intent of the parties to allow for the development of those portions of the Property retained by the District as a mixed use Project ("Project") which will include both school and District related facilities ("District Development") and, public, residential and recreation uses ("non-District Development") as more specifically permitted under the zoning for the Maloit Park Character Area, consistent with the uses identified in Minturn's 2010 Three Mile Plan for Annexation;

H. **WHEREAS**, the District desires to complete the conveyance of approximately 18 acres of property to the Town, which property is used primarily for the Town's potable and raw water collection, treatment and distribution facilities;

I. **WHEREAS**, the District may in the future complete the conveyance of approximately 1 acre to Meet the Wilderness, a Colorado non-profit corporation, which property if so conveyed will be used for education related purposes, consistent with that certain Purchase Agreement dated June 8, 2005 between the District and Meet the Wilderness, Inc. to the extent it has been extended or modified by the parties;

J. **WHEREAS**, the Project may contribute to the economic and attainable growth of the Town, and the Town desires to annex the Property in order to provide for orderly long term growth in and around the Town and to secure easements for Town infrastructure across the Property consistent with the possible redevelopment scenarios and current development of the Property;

K. **WHEREAS**, the development of the Property in accordance with this Agreement and the Maloit Park Character Area will provide for orderly growth in accordance with the policies and goals set forth in the Town's Community Plan, ensure reasonable certainty, stability, and fairness in the land use planning process, stimulate economic growth, foster cooperation between the public and private sectors in the area of land use planning and otherwise achieve the goals and purposes of the Town and the District; in exchange for these benefits and the other benefits to the Town contemplated by this Agreement, together with the public benefits served by the orderly development of the Property, the District desires to receive assurance that it may, in the future, proceed with redevelopment of the Property consistent with the terms and conditions contained in this Agreement;

L. **WHEREAS**, the Town and the District agree that the matters hereinafter set forth are reasonable conditions and requirements in connection with the acceptance and favorable action on the Annexation Petitions; the Town recognizing and reciting that such matters are necessary to protect, promote, and enhance the public welfare; and

M. **WHEREAS**, the parties agree that it is desirable for the District to annex the Property to the Town and after public hearing, it is anticipated that the Town Council will approve the Annexation Petition and annex the Property to the Town under Resolution No. _____ Series 2011 and Ordinance _____ and Resolution No. _____ Series 2011 and Ordinance _____.

NOW THEREFORE, in consideration of Ten Dollars and other good and valuable consideration including the mutual promises and covenants stated herein including the transfer of certain lands to the Town by the District by separate conveyance and the creation of certain encumbrances on the District's property and water rights as more fully set forth herein and the approval of the described zoning of the Property, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

**ARTICLE 1.
ANNEXATION AND ZONING OF THE PROPERTY**

Section 1.4 Zoning. The Property has been zoned Resource in Eagle County. With the consent of the District and consistent with the requirements of C.R.S. Section 31-12-115(2), the Town has contemporaneously herewith zoned the Property by amending the official Zone District Map of the Town, also known as the Character Area Zone Map, to create the Maloit Park Character Area which consists of approximately 45.6 acres designated as Mixed Use, approximately 41.2 acres as Open Space, and approximately 18.2 acres as Public Facilities. The intent of this rezoning is to provide for the following general purposes: (a) District Development purposes; (b) public utility, facilities and infrastructure and up to ten individual dwelling units for Town employees; (c) District and non-District residential dwellings; (d) public recreational facilities; and (d) similar structures and uses directly related or accessory to such enumerated uses. The specific uses in the Character Area shall be as prescribed by the Maloit Park Character Area and include the following: schools and related school and District facilities; public utilities, including water diversion, potable and raw water transmission, potable water treatment and storage; single family residential, duplexes, multi-family residential, apartments, and structures and facilities that are accessory to such residential uses, recreational facilities, municipal or local government office facilities; passive and active recreational areas and facilities; community uses; and open space. Industrial uses, wastewater treatment plant,

a dump, boneyard, bus barn and maintenance facility, or other such uses shall not be permitted uses within the Maloit Park Character Area. This agreement is conditioned upon the approval of the zoning described herein. It is further anticipated that the District property remaining after the subdivision exemption approval provided for herein will be subject to specific subdivision as deemed appropriate by the District and approved by the Town consistent with the provisions and intent of zoning created in accordance with this Agreement and the Municipal Code; provided, however, that any such future subdivision and attendant development shall strictly conform to the Maloit Park Character Area designation. Any rezoning in the future shall not reduce the residential densities, change the specified uses or the land areas within the development area set forth herein and on the attached exhibits, except upon the request of the District. All current and existing uses, including without limitation the mobile home dwelling units, shall continue to be permitted under this zoning for the Maloit Park Character Area.

Section 1.5 No Obligation to Develop. The District shall have no obligation under this Agreement to develop all or any portion of the Project or Property and shall have no liability under this Agreement to the Town or any other person or entity for its decision not to develop all or any part of the Project or Property.

ARTICLE 2. WATER

Section 2.1 Continuation of Existing Water Service. The Property is currently provided potable water service by the Town pursuant to the terms and conditions of that certain Agreement between the parties dated May 5, 1964 (“1964 Agreement”). Paragraph 1 of the 1964 Agreement is hereby amended to provide that the water service shall be provided to the District at the Town’s regular in-town metered and service fee rate, as established by Town Council pursuant to Section 13-4-70 of the Minturn Municipal Code. The first full paragraph on page 2 of the 1964 Agreement is hereby amended to provide that the District shall pay the pumping power costs for the pumping of water from the Minturn water plant clear well to the Property and within the Property, because the 1964 Agreement specified that the justification for the Town’s payment of such costs was the fact that the District was previously paying out-of-town metered rates. The 1964 Agreement is hereby amended further to provide that it shall remain in full force and effect with respect to any water service being provided to the Property for District, and Non-District Development including District residential dwellings and public recreational facilities. All other provisions of the 1964 Agreement shall remain in full force and effect. The District owns interests in the Arminda Ditch and uses the same for the irrigation of school recreation fields, open space, and landscaping. Additional water service to be provided to any non-District Development on the Property will be provided by the Town pursuant to applicable rules and regulations and provisions for in the Minturn Municipal Code and this Annexation Agreement. In the event that District Development of the Property is modified in such a manner as to create a material change in water service, which for purposes of this Annexation Agreement only, are defined as a proposed use requiring more than 5.80 acre feet per year, which represents a twenty-five percent (25%) increase in the historical water demands under the 1964 agreement established by averaging the water monthly demands for the three (3) years of record with the highest annual demand prior to the date of this agreement, the District will need to purchase additional taps from the Town, which taps shall count against the 150 single family equivalents in paragraph 2.3 below.

Section 2.2 Grants of Easements for Water System Infrastructure. The parties agree that the District will grant easements across the Property to the Town for water lines and associated facilities and infrastructure. Upon written request from the Town based on a specific projected need to construct water lines and associated facilities and infrastructure and wastewater infrastructure, as appropriate, and finalize the grant of the easements for the same, the District agrees to deliver to

the Town specific easements for potable and raw water lines and associated facilities and infrastructure and wastewater collection and transmission lines, as appropriate, along alignments that are compatible, at that time, with the then existing infrastructure and other structures and development on the District property. Such alignments are anticipated to begin in the areas generally depicted along Cross Creek and end in the areas on the easterly side of the Property shown on **Exhibit A** hereto. In the event that the Town needs such public utility easements prior to any further District or non-District Development, due to development off-site of the Property or other needs of the Town, the parties shall confer and in good faith specifically locate and legally describe such easements for conveyance in order to lessen any adverse impacts upon either District or non-District development on the Property. It is expressly acknowledged and understood that the alignment of such easements may not be the most direct or shortest alignments, but rather alignments that shall be deemed to be the least impactful on the District's current and future use of the Property. The Town further agrees that any potable or raw water lines installed by the Town within such easements shall be appropriately sized to provide capacity for any District or non-District Development on the Property, as such development is contemplated by the Maloit Park Character Area. The District shall not be required to participate in any cost-recovery or line reimbursement agreement regarding such potable or raw water lines. Such easements shall be substantially in the form attached hereto as **Exhibit B** and shall be recorded in the Eagle County Clerk and Recorder's office upon execution.

Section 2.3 Water Rights Dedication. In consideration of the District's grant of the 18 acre parcel and of utility easements requested by the Town for development off-site of the Property, and contingent upon the Arminda Ditch Water Right being used for raw water irrigation, the Town shall waive dedication requirements under the Minturn Municipal Code, Article 13, Section 13-2-20 for up to and including 150 single family equivalents on the Property.

Section 2.4 Arminda Ditch. The District owns an interest in the Arminda Ditch, Priority No. 339, adjudicated March 5, 1918, appropriation date December 29, 1892, for the portion of the Arminda Ditch water right that has been historically used upon and in connection with and is appurtenant to the Property ("Arminda Ditch Water Right"). The Arminda Ditch Water Right is important to the water service of the Property for irrigation purposes and potentially for municipal water service purposes in the future. Accordingly, the parties agree to the following provisions with regard to the Arminda Ditch Water Right:

1. At such time as the District or its successor request new taps that include outdoor irrigation to serve the 45.6 acres designated as Mixed Use in paragraph 1.4 above, not including any taps covered by the 1964 agreement pursuant to paragraph 2.1 above, the District shall convey such Arminda Ditch Water Rights to the Town. The District shall retain the first right to use the Arminda Ditch Water Right for outdoor irrigation of any portion of the Property.
2. Subsequent to conveyance to the Town, the Town shall assume all operations, maintenance and administration duties with respect to such Arminda Ditch Water Right (including ditch operation and maintenance). The users of the yield of the Arminda Ditch Water Right on the Property shall be charged no more than a pro rata share of such costs for operation, maintenance and administration based on the amount of raw water use.
3. The Town shall have the right of first refusal to purchase the Arminda Ditch Water Right. In the event the District receives a bona fide offer for the sale of the Arminda Ditch Water Right separate from the Property from a third party that is accepted by the District or that is negotiated by the District into an acceptable agreement for such sale (collectively

“Third Party Sale”), the Town shall have the right to exercise its right of first refusal and become the purchaser of the Arminda Ditch Water Right under the same terms and conditions of the Third Party Sale. The Town shall have sixty (60) days from the date of receipt of the written notice from the District of the Third Party Sale to exercise its right of first refusal by agreeing to purchase the Arminda Ditch Water Right on the same terms as the Third Party Sale. If the right of first refusal is not exercised within such time period or otherwise waived by the Town, the sale may be made to such third party purchaser. This right of first refusal shall not terminate simply because the Town has previously been offered the first right to purchase the Arminda Ditch Water Right under subparagraph 2.4(2) and declines to exercise such right, whether once or numerous times.

4. In the event the District determines to sell the Arminda Ditch or portions thereof, any sale shall not include the amount of water that is being and is intended to be used on the Property for irrigation as provided herein. All irrigation on the Property will be served by the Arminda Ditch or pursuant to the 1964 Agreement between the parties, as it is amended herein and as set forth herein.

ARTICLE 3. WASTEWATER TREATMENT SERVICE

Section 3.1 Wastewater Treatment Service. Wastewater treatment service is currently provided by the Eagle River Water and Sanitation District. It is anticipated that such district will continue service for any development of the Property. The easements provided for in Section 2.2 may also include the capability for the installation, operation, and maintenance of wastewater collection and transmission and facilities, provided, however, that nothing herein shall be construed as a grant of permission to utilize any easement, property, or property interest to be conveyed pursuant to this Agreement for purposes of wastewater treatment.

ARTICLE 4. GENERAL DEVELOPMENT OF THE PROPERTY

Section 4.1 Future Development. It is agreed that all future development of non-District Development maybe the subject of one of the following processes: (a) a Planned Unit Development and a Planned Unit Overlay Zone District (“Zone District”) may be created upon application therefore by the District; (b) Subdivision Plat Application pursuant to Town regulations and ordinances governing such process; or (c) permitted development pursuant to the Maloit Park Character Area zoning in accordance with the Town regulations and ordinances governing such development. The parties agree that the uses and densities of the Maloit Park Character Area and herein are in compliance with the Town’s applicable goals, policies, and objectives and, accordingly, any future subdivision review of any non-District Development shall be based solely upon conformance with applicable design_standards as required by the Municipal Code including without limitation those pertaining to engineering, safety, platting, grading and drainage, erosion, and revegetation, together with an appropriate subdivision improvements agreement consistent with the requirements of the Municipal Code and the provisions herein. Future District Development may, or may not be a part of such non-District Development, at the discretion of the District. In addition, the Zone District shall strictly comply and_be consistent with the uses set forth for the Maloit Park Character Area described in Section 1.4, elsewhere in this Agreement and as set forth in the zoning approval for the Property as provided herein.

The parties agree and acknowledge that the District hereby reserves its rights pursuant to Title 22, Article 32 of the Colorado Revised Statutes to expand or redevelop the existing middle

school or to build other schools or District related facilities, (collectively referred to in this Article 4 as “District Development”) according to the development procedures applicable to District Development as set forth in Title 22, Article 32 as such procedures may be amended from time to time.

In the event the District leases or otherwise authorizes third parties to use buildings or facilities within the retained Property or otherwise materially increases its uses with the result that there is a greater demand on Town services, the costs to the Town will be identified and the parties agree in good faith to negotiate a memorandum of understanding that provides for the District or lessee to offset such costs for such uses that are not the subject of property tax payments to the Town. To the extent that any entity leasing or using the buildings or facilities is holding a special event, such entity shall pay the costs of the additional services that are required by the Town in connection with the event, or to the extent the Town has in place a special event permitting process at the time the event is held, such entity shall comply with the Town’s special event permitting process.

Section 4.2 Subdivision Exemptions. At the same time as the approval of the annexation of the Property, the Town has approved subdivision exemption to create the Town of Minturn 18 acre parcel with access thereto based upon application for the same that has been submitted by the District.

Section 4.3 Development and Control of Development. It is understood by the parties that the District's plans for the Property are in a state of evolution in the context of the District's assessment of its educational mission and use of its properties and facilities and the location of its facilities. Consequently, the District has no definitive plans for the Property and its development or redevelopment with the exception of the conveyance of the 18 acre parcel on the northwest side of Cross Creek to the Town and the possible conveyance of the 1 acre parcel to Meet the Wilderness. Nevertheless, the parties agree that the retained Property is appropriately situated for District Development, public utilities, water-storage, single family residential, duplexes, multi-family residential, accessory apartments, accessory dwellings, recreational facilities, community uses, town related office facilities and recreational facilities and open space. Accordingly, the District and the Town agree to cooperate in good faith in the planning and design of the development of the Property, with the exception of the development of District Development (submission of a site plan for which shall be made consistent with the requirements of applicable state statutes, including C.R.S. Section 22-32-124(1)), as it may be amended from time to time, in order to facilitate the public process for the review and approval of the same. The District has the right to develop the retained Property for non-District Development for up to 150 residential units subject to terms and conditions of this Agreement and, as appropriate, the completion of the land use process consistent with the provisions of the Minturn Municipal Code referenced herein. In the event the District determines to include within the District Development any residential units, such units shall be included in the total of 150 units allocated to the retained Property herein. The District shall have no liability to the Town or any other party for a decision not to develop all or any part of the retained Property.

Section 4.4 Rules Regulations, and Official Policies.

1. Fees, Conditions and Dedications. In partial consideration of the mutual covenants and promises set forth herein, the District shall make only those dedications and pay only those fees expressly provided for in this Agreement for District Development and non-District Development:
 - a. No separate real estate dedications or fees in lieu thereof shall be required for parks/recreation and/or open space in excess of that depicted as open space

areas on the Character Map.

- b. The raw water dedications, which are required pursuant to Minturn Municipal Code Section 13-2-20 as may be amended from time to time, for up to and including 150 SFEs shall be deemed waived, regardless of whether such SFEs are utilized for District Development or non-District Development. For purposes of this Agreement, an SFE is defined as a residential unit of up to 3,000 square feet, with assumed potable water requirements for each SFE of an average of 2.3 people using 88 gallons of water per person per day; each 1,000 square feet or fraction thereof greater than the 3,000 square feet base is calculated at 0.3 SFE. In-building use for commercial space is projected to be 6/10ths of an SFE per 1000 square feet. The SFE unit values assigned to water taps for non-residential, non-commercial and non-industrial development projects, which projects may include efficiency rooms, shall be calculated for each project by estimating the volume of water consumptively used as compared to the volume of water consumptively used by an SFE.
 - c. Non-utility easements and rights of way shall be identified and dedicated at the time of development/land use approvals pursuant to Section 4.1 above, as appropriate; provided, however, that the existing access to the current District facilities from State Highway 24 shall not be altered except with the express consent of the District. Any additional access required by the Town or applicable fire codes regarding future non-District Development shall be granted by the Town through the Town's 18 acre parcel, consistent with the provisions of paragraph 4.4.5 below.
 - d. Public utility easements shall be granted to the Town for public purposes. The exact location and extent of such utility easements shall be determined in consultation with the District so as to be complimentary with both future District and non-District development.
 - e. Water tap fees shall be waived for District Development that fall under the 1964 Agreement as described in paragraph 2.1 above.
2. Improvements Guarantee. Notwithstanding any provision in the Code to the contrary, the District agrees that the financial security to guarantee any non-District Development improvements for which the security is to be provided under the Municipal Code will be 125% of the estimated costs of such improvements. No guarantee shall be required for District Development, provided that the District demonstrates to the Town's reasonable satisfaction that the District has duly budgeted and appropriated funds for such public improvements for District Development.
3. Road Maintenance. At such time as any non-District Development within the Property is approved, the Town shall include in such approval a commitment to assume the maintenance of all roads, streets, and rights of way that are dedicated to the public in connection with the non-District development.
4. Park, Open Space, and Public Recreational Areas. In the event that the District determines that its recreational area needs are diminished based upon future District Development or change of District usage in the existing facilities, the parties shall meet and confer regarding the possible transfer of use and maintenance of District recreational

areas for Town usage as additional park, open space and recreational areas in order to maintain a generally similar level and quality of recreational uses and facilities that exist at the time of this agreement.

5. Access and Emergency Access. The Town acknowledges that the single point of access and the alignment of the existing access road from Highway 24 to the Property are sufficient for both current and anticipated development of the Property, including both District and non-District Development. In the event that the fire department and ambulance service having jurisdiction over the Property, or both require a secondary access for emergency access to any future District or non-District Development, the Town agrees that the Town's access road to the 18 acre parcel may be utilized for such emergency access by authorized responders to the extent authorized by the U.S. Forest Service, the owner of the land on which portions of such road is located. The Town shall coordinate with such agencies regarding such access, including gates, road widths, turnarounds, etc. and the District shall accommodate such requirements and pay for the same; all use of the U.S. Forest Service road would be subject to U.S. Forest Service authorization and subject to such use not materially interfering with Minturn's use of such road consistent with its permit.

Section 4.5 Conveyance. In partial consideration of the mutual covenants, promises, and representations stated herein, in addition to the conveyance of easements as provided in paragraph 2.2 herein, the District agrees to convey to the Town, by general warranty deed, title to the 18 acre parcel upon which the Town currently has located and operates its municipal potable water treatment plant and related facilities. The District's conveyance of the 18 acre parcel to the Town shall contain a reserved right of establishing an access through the parcel for emergency vehicles if such access is required by any fire/emergency rescue local authority, together with other reserved easements or covenants, all as more fully set forth herein in paragraph 4.4.5 and shall be subject to a covenant running with the land restricting the use of the 18 acre parcel for only ten individual dwelling units for Town employees and municipal utility purposes and associated municipal offices and facilities excluding wastewater treatment, storage, or collection other than for collection of wastewater from the uses thereon. Any remodel or replacement of the water treatment plant will be done in a rustic aesthetic manner consistent with the small town character of Minturn and shall have appropriate landscaping. All such dwelling units, offices, and facilities shall be in accordance with the applicable design standards as required by the Municipal Code. The District's conveyance of the 18 acre parcel shall also contain a reserved nonexclusive easement for the benefit of the Property to provide recreational access to the segment of Cross Creek that crosses the Property, including the bed of Cross Creek and extending 20 feet onto the banks of Cross Creek located on the 18 acres. Such reserved easement will preserve the right of the District, subject to prior consultation with the Town, to impose reasonable controls with respect to fishing activities within such easement (e.g., catch and release restrictions) and reserve the right of the District, in coordination with the Town, to construct or cause to be constructed stream improvements provided such improvements do not interfere with the Town's current or future water, water related, and water treatment plant facilities. Either by covenants running with the land, appropriate instrument, or by a grant of a similar easement, the District shall ensure public recreational access and reserve rights to impose reasonable controls with respect to such recreational activities on the retained parcel along the opposite side of Cross Creek, including the bed of Cross Creek. Such covenants, easements, or instruments shall not restrict public access, including without limitation the District's invitees and licensees, to either side of Cross Creek or to crossover the bed of said Creek. The deed and easement or other appropriate instruments shall be prepared, executed, and recorded within 30 days after the effective date of the annexation ordinance.

**ARTICLE 5.
COOPERATION & IMPLEMENTATION**

Section 5.1 Statement of Intent. It is the express intent of the District and the Town to cooperate and diligently work to implement any PUD zoning and related preliminary subdivision plat and final subdivision plat, associated land use approvals, building permits or approvals which are necessary or desirable in connection with the development of the Property in substantial conformance with any land use approvals except as modified by this Agreement. The Town and the applications submitted by the District; and their dealings with one another in connection with all phases and aspects of the Project each shall conform to a high standard of good faith and fair dealing.

Section 5.2 Scope of this Agreement.

1. This Agreement is intended to set forth the parties' understanding and agreements regarding the annexation of the Property pursuant to the Municipal Annexation Act of 1965, as amended; as to procedures, limitations and standards applicable to the construction of future non-District improvements that may be installed to serve the Property and District improvements, to the extent applicable; to the responsibilities of the parties for various costs, fees and charges; and to such other matters the parties believe can be adequately addressed at this time.
2. Except as otherwise provided in this Agreement, this Agreement is not intended to address those matters which are more appropriately considered at the time the District submits to the Town for its review and approval appropriate land use applications for non-school development of the Property.
3. It is not the intention of the parties in any to diminish or limit the Town's legislative, judicial, quasi-judicial or other non-delegable discretionary powers. Except as otherwise provided in this Agreement, it is not the intention of the parties to impose on the Town any duty, beyond its ordinances and regulations as they may from time to time exist, nor to impose any special obligation on the Town to approve or accept any items submitted by the District or its successors and assigns including, but not limited to, plans, drawings, reports, security documents, improvements, and conveyance.
4. The future consideration to be provided by the Town for the conveyances by the District and restrictions on the District's property right rights described above shall survive any conveyance or dedication by the District.

Section 5.3 Processing. If necessary or required, upon satisfactory completion by the District of all required preliminary actions and payments of appropriate processing fees, if any, the Town shall proceed to complete all steps required or necessary for the implementation of this Agreement and the non-District Development by the District of the Property in accordance with this Agreement and the applicable provisions of the Minturn Municipal Code, including but not limited to, the following:

1. Scheduling, convening and concluding all required public hearings in a manner consistent with applicable laws and regulations in force as if the date the applicable applications are submitted.
2. Processing and approval as appropriate in an expeditious manner, of all plats, plans,

grading permits, land use permits, building plans and specifications and other plans relating to the development of the Property.

3. Scheduling and processing any matters related to the District Development that properly come before the Town.

Section 5.4 Other Governmental Permits. The Town shall cooperate with the District in its efforts to obtain such other permits and approvals as may be required by other governmental or quasi-governmental agencies having jurisdiction over the Property in connection with the development of, or provision of services to, the Property, and shall from time to time at the request of the District, attempt with due diligence and in good faith to enter into binding agreements with any such entity necessary to assure the availability of such permits and approvals or services, provided such agreements are reasonable and not detrimental to the Town.

Section 5.5 Cooperation in the Event of a Legal Challenge. In the event of any Legal Challenge or other legal or equitable act, action or other proceeding instituted by a third party, other governmental entity or official challenging the validity of any provision of this Agreement, the parties hereby agree to cooperate in defending said action or proceeding. In the event the Town and the District are unable to select mutually agreeable legal counsel to defend such action or proceeding or it is inappropriate to do so, each party may select its own legal counsel.

Section 5.6 Severability. If any part of this Agreement is held to be invalid or of no effect by a court of competent jurisdiction, such judicial determination shall not affect any other part of this Agreement, which will continue in full force and effect. If any part of this Agreement is determined by a court of competent jurisdiction to be in excess of party's power and authority, such part shall be unenforceable by either party to this Agreement. In the event of a judicial determination of the nature described herein, which determination has the effect of materially and adversely impairing to a substantial degree any of either party's rights expressly established pursuant to this Agreement, such party may elect either to honor this Agreement as judicially reformed, or to terminate this Agreement and without liability or penalty to either party, in which event this Agreement shall be of no further force or effect.

ARTICLE 6. MISCELLANEOUS

Section 6.1 Time of the Essence. Time is of the essence with respect to the performance of each party's obligations hereunder. However, neither party shall be liable for delays or failures to perform due to acts of God, strikes, civil commotions, epidemics, quarantines, freight embargoes, or other cause of similar nature not reasonably within such party's control.

Section 6.2 Term. The term of this Agreement shall commence upon the date hereof and shall extend until all of the commitments hereunder are satisfied. After the expiration of the term, this Agreement shall be deemed terminated and of no further force or effect; provided however, that such termination shall not affect (a) the annexation of the Property to the Town; and (b) any right arising from Town permits, approvals or other entitlements for the Property or the Project which were granted or approved prior to, concurrently with, or subsequent to the approval of this Agreement.

Section 6.3 Amendment of Agreement. Except as otherwise provided herein, this Agreement, may be amended from time to time by mutual consent of the original parties or their successors in interest in writing following the applicable public notice and public hearing procedures required in the Minturn Municipal Code for approval of this Agreement. Neither the approval of nor

any amendment to land use approvals nor any subdivision or resubdivision of the Property (or any part thereof) shall require an amendment to this Agreement.

Section 6.4 Default and Remedies. A "breach" or "default by either party under this Agreement shall be defined as failure to fulfill or perform any material obligation of a party contained in this Agreement. In the event of default by one party in the performance of its obligations under this Agreement, written notice of such default shall be given to the defaulting party by the nondefaulting party. If the default is failure to pay any amount of money due pursuant to the terms of this Agreement or to post security as provided herein, then such default shall be cured within thirty (30) days after notice of default is given to the defaulting party. If such default constitutes a breach or violation of any term or provision of this Agreement other than the payment of a monetary amount or the posting of a letter of credit, the defaulting party shall have thirty (30) days after written notice of default is given to the defaulting party within which to institute corrective action and shall proceed diligently thereafter to cure the default within no more than six months from the date of the notice of default. In the event of a material breach or default by such party that is not timely cured, as provided in this Section the non-defaulting party shall be entitled to one or more of the following remedies as applicable: (1) the right to seek and obtain injunctive relief; (2) the right to seek and obtain specific performance; and (3) have all rights and remedies allowed at law or in equity.

Section 6.5 No Joint Venture or Partnership. The parties hereby renounce the existence of any form of joint venture or partnership between them and agree that nothing contained herein or in any document executed in connection herewith shall be construed as making them joint ventures or partners.

Section 6.6 No Third Party Beneficiaries. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any legal person other than the parties, any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions or provisions hereof, and all of the covenants, terms, conditions and provisions in this Agreement by and on behalf of the Parties shall be for the sole and exclusive benefit of the parties. Nothing in this Agreement is intended to interfere with the agreements of the parties with third parties.

Section 6.7 Notices. Any notice or communication required hereunder between the Town and the District must be in writing, and may be given either personally or by registered or certified mail, return receipt requested. If given by registered or certified mail, the same shall be deemed to have been given and received on the first to occur of (a) actual receipt by any of the addresses designated below as the party to whom notices are to be sent, or (ii) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered, a notice shall be deemed to have been given when delivered to the party to whom it is addressed. Any party hereto may at any time, by giving written notice to the other party hereto as provided herein, designate any other address in substitution of or in addition to the address to which such notice or communication shall be given. Such notices or communications shall be given to the parties at their addresses set forth below:

If to the Town: Town of Minturn
302 Pine Street
P.O. Box 309
Minturn, CO 81645
Attention: Town Manager

with a copy to: Allen C. Christensen, Esq.
97 Main St. Suite W 206
P.O. Box 4128
Edwards, CO 81632

If to the District: Office of the Superintendent
Eagle County School District RE-50J
P.O. Box 740
Eagle, CO 81631

with a copy to: Richard N. Lyons, Esq.
Lyons Gaddis Kahn & Hall, P.C.
PO Box 978
Longmont, CO 80502-0978

Section 6.8 Assignment. This Agreement shall be binding upon and inure to the benefit of the successors in interest or the legal representatives of the parties hereto. The District shall have the right to assign or transfer all or any portion of its interests, rights or obligations under this Agreement to third parties acquiring any interest or estate in the Property, including but not limited to purchasers or long-term ground lessees of individual lots, parcels, or of any improvements now or hereafter located within the Property. In connection with any such assignment, the express assumption of any of the District's obligations and commitments under this Agreement by its assignee or transferee shall thereby relieve the District of any further obligation under this Agreement with respect to the matter so assumed.

Section 6.9 Authorization. The signatories to this Agreement affirm that they are fully authorized to enter into and execute this Agreement, and all necessary actions, notices, meetings and/or hearings pursuant to any law required to authorize their execution of this Agreement have been made.

Section 6.10 Governing Law. This Agreement be construed and enforced in accordance with the laws of the State of Colorado.

Section 6.11 Enforcement. Unless this Agreement is amended or terminated pursuant to the provisions of this Agreement, this Agreement shall be enforceable by any party hereto notwithstanding, any change hereafter enacted or adopted in any applicable zoning ordinance, subdivision ordinance or any other land use ordinances or building ordinances, resolutions or other rules, regulations or policies adopted by the Town which changes, alters or amends the rules, regulations or policies applicable to the development of the Property at the time of the approval of this Agreement subject to the provisions hereof. This Agreement shall not prevent the Town in subsequent actions applicable to the Property from applying new rules, regulations and policies which apply equally to all citizens and property owners in the Town as provided herein subject to the provisions hereof.

Section 6.12 Conflict with Provisions of the Town's Municipal Code. The parties acknowledge and agree that this Agreement is in conformity with the current Municipal Code. In the

event any provision of this Agreement or the application thereof conflicts with any provision of the Municipal Code in the future, as it may be amended from time to time, this Agreement shall control the determination of the rights and obligations of the parties with respect to such conflicting matter.

:

Section 6.13 Waiver of Breach. The waiver by any party to this Agreement of a breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any other term or provision or of any subsequent breach by any party.

Section 6.14 Entire Agreement. This Agreement represents the entire agreement between the parties and supersedes any oral or collateral agreements or understandings between the parties.

Section 6.15 No Additional Annexation Conditions Imposed. The Town and the District acknowledge and affirm that this Agreement does not impose additional terms and conditions within the meaning of Section 31-12-107(1) (g), C.R.S. To the extent that Section 31-12-107(1)(g), C.R.S. might be construed as being ambiguous as to what might be considered additional terms and conditions, the District, as the owner of 100% of the Property, hereby declares that it has voluntarily entered into this Agreement.

Section 6.16 Execution of Other Documents. The parties agree to execute, any additional documents and to take any additional actions necessary to carry out this Agreement.

Section 6.17 Counterparts: Facsimile. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. This Agreement may be executed by facsimile.

IN WITNESS WHEREOF, the Town and the District have executed this Agreement effective as of _____.

TOWN OF MINTURN

By: _____
Mayor

ATTESTED BY:

Town Clerk

APPROVED, as to legal form by:

Allen C. Christensen, Town Attorney

EAGLE COUNTY SCHOOL DISTRICT

By: _____

ATTESTED BY:

APPROVED, as to legal form by:

Richard N. Lyons, Attorney for the District

P.O. Box 309 ♦ 302 Pine Street
Minturn, CO 81645
Phone: 970-827-5645
Fax: 970-827-5545
Email: manager@minturn.org



TOWN COUNCIL
Mayor – Gordon “Hawkeye” Flaherty
Mayor Pro Tem – George Brodin
Councilwoman – Shelley Bellm
Councilman – Jerry Bumgarner
Councilman – Earle Bidez
Councilman – Aggie Martinez
Councilman – John Rosenfeld

AGENDA ITEM COVER SHEET

AGENDA TITLE: Ordinance 4 – 2011; An Ordinance establishing zoning on parcels of land known as the Eagle County School District Maloit Park Property annexed to the Town of Minturn, Colorado and amending the Official Zone District Map of the Town of Minturn, CO.
MEETING DATE: March 16, 2011
PRESENTER: Chris Cerimele
BACKGROUND: This Ordinance will create the Maloit Park Character on a 104.552 acre parcel of land commonly referred to as Maloit Park. This newly created Character Area will be comprised of the following zones: <ul style="list-style-type: none">• Mixed-Use (46.861 acres)• Public Facilities (18.156 acres)• Recreation and Open Space (39.535 acres)
CORE ISSUES: Per State Statute, all newly annexed land is required to be zoned within 90 days of an annexation.
BUDGET/FINANCE IMPLICATIONS: none
RECOMMENDED MOTION: I move to approve Ordinance 4 – 2011 on first reading.

Town of Minturn

302 PINE STREET
P. O. BOX 309, MINTURN, CO 81645
(970) 827-5645 FAX (970) 827-5545



Town Council

MR. GORDON FLAHERTY, MAYOR
MR. GEORGE BRODIN, MAYOR PRO TEM
MRS. SHELLEY BELLM
MR. JERRY BUMGARNER
MR. EARLE BIDEZ
MR. AGGIE MARTINEZ
MR. JOHN ROSENFELD

TOWN OF MINTURN PLANNING DEPARTMENT
Subject: Ordinance 4 – 2011; An Ordinance Amending the Official Zone District Map of the Town of Minturn.
Chris Cerimele, Town Planner
Town Council Staff Report
Hearing Date: March 16, 2011
Staff Recommendation: Approval

APPLICANT – PROPERTY OWNER

Eagle County School District RE-50J
948 Chambers Avenue
PO Box 740
Eagle, CO 81631

PROPERTY LOCATION

1951 Highway 24 – commonly referred to as Maloit Park

AGENDA ITEM BRIEF

This item is a request to amend the official zone district map of the Town of Minturn. The applicant is currently undergoing annexation proceedings with the Town of Minturn for a 104.5 acre parcel of land. Concurrent with this process, the applicant is requesting that the Town of Minturn amend the Official Zone District Map and associated text to include the newly annexed land.

PROPERTY BACKGROUND

The following description of the property was provided by Braun Associates:

The New Jersey Zinc Company developed the property in the 1930’s as a recreation center for its employees and area residents. The initial development of Maloit Park included a picnic area, a ball field, tennis courts, and a rodeo arena. With these improvements Maloit Park became a center of social and recreational activity for Minturn and surrounding residents. In 1954, the property was given the name Maloit Park after the company’s general superintendent, Frank J. Maloit.

In 1962 New Jersey Zinc and the Eagle County School District entered into a lease for the property in order to allow for the construction of a middle school, a high school and accessory recreation fields. In 1974, following the closing of the mines and the construction of the Battle Mountain High School, the school facility at Maloit Park was modified to serve as a middle school only. In 1978, the “new” Minturn Middle School was developed on the property and the Colorado Mountain College leased the old high school facility. In 1985 the Eagle Country School District exercised its option to purchase the property. In that same year, four additional housing units were added to the original four units that were established in the mid-70s.

During the late 1980’s and early 1990’s, the School District, the EPA, and others performed environmental studies of the property to determine whether the site was suitable for use as an educational facility. These studies concluded that the site is suitable for school facilities.

In 1996 the School District completed a conceptual land use assessment in order to better understand the development potential of the property. One objective of this assessment involved the feasibility of developing additional housing for District staff. Following the completion of this effort, eight new “pad sites” for manufactured housing units were added to the property.

At the request of the citizens and the Town of Minturn, the School District initiated a Master Plan process in the fall of 2000. The objective of this effort was in part to establish a vision or framework for the future of Maloit Park. This plan was prepared with a significant amount of community input. The main land uses envisioned by this master plan included open space, recreation, institutional (town water plant), housing and school/potential development. The Maloit Park Master Plan was adopted by the School Board and while not formally approved by the Minturn Town Council, the plan was presented to the Town following its completion in 2001.

EXISTING LAND USES

Existing uses include the Minturn Middle School, parking areas, athletic fields, passive parkland, the Minturn water treatment plant, and employee housing for the Eagle County School District.

SURROUNDING LAND USES

North	United States Forest Service – Open Space
South	United States Forest Service – Open Space
East	Battle Mountain – Planned Unit Development
West	United States Forest Service – Open Space

PROPOSAL

The Maloit Park Character Area will contain three zoning classifications. These include a Mixed Use zoning designation on 46.8 acres, a Public Facilities zone on

18.2 acres, and a Recreation and Open Space zone on the remaining 39.5 acres of the property. The following language outlines the purpose of each of these new zones and will be included within Chapter 16 of the Municipal Code. The allowable uses for each zone are included in the attached use table and will also be added to Chapter 16 of the Municipal Code.

Maloit Park Mixed Use Zone

The purpose of the Mixed Use Zone is to provide an area to accommodate a variety of land uses. These may include residential development, educational facilities, recreation and other similar uses, and other community-oriented buildings, facilities and uses. The Mixed Use Zone allows for the continuation of all existing land uses.

Public Facilities Zone

The purpose of this area is to provide a site for the Town's water treatment plant. Other potential uses for this zone include employee housing and recreational fields.

Recreation and Open Space Zone

It is intended that the Recreation and Open Space Zone remain predominately undeveloped. Uses are generally limited to infrastructure and utility installations, trails and other passive recreation uses.

CHANGES FROM THE ORIGINAL PROPOSAL

The name of the Light Industrial / Public Facilities Zone was revised to the Public Facilities Zone. The Planning Commission felt that the word light industrial should be dropped from the name and that public facilities more accurately described the zone.

The purpose and objective of this zone was revised to read: *The purpose of this area is to provide a site for the Town's water treatment plant. Other than potential recreational improvements and a limited amount of employee housing, no other uses are contemplated for this portion of the Maloit Park Character Area.* This change was necessary to reflect the addition of employee housing as an allowable use in the Public Facilities Zone.

The final revisions to the submittal involve changes to the Maloit Park Character Area Use Table. The category of *water treatment, storage and distribution facilities* was divided into two separate categories. These include *water treatment facilities* and a separate category for *utility facilities and improvements, including but not limited to water storage, transmission lines, transformers, etc.* *Water treatment facilities* will only be permitted in the Public Facilities Zone. *Utility facilities and improvements* would be a use by right in all zones of the Maloit Park Character Area. These include distribution lines and

associated equipment / facilities. Additionally, single-family and multi-family residential uses were added as a use by right in the Public Facilities Zone.

ANALYSIS

Per Section 31-12-115 of the Colorado Revised Statute (C.R.S.), any area annexed on or after January 1, 1966, shall be brought under such zoning ordinance and map within ninety days after the effective date of the annexation ordinance.

The review procedure for a zoning map amendment is outlined in section 16-21-440 § (b) of the Minturn Municipal Code (MMC). This section states:

Review and recommendation of Planning Commission. The Planning Commission shall conduct a public hearing on an application for amendment to the Character Area Zoning Map, any other map incorporated in these Land Use Regulations or the text of these Land Use Regulations. At the public hearing, the Planning Commission shall consider the application, the relevant support materials, the staff report and the public testimony given at the public hearing. After the close of the public hearing, the Planning Commission shall recommend to the Town Council either to approve or disapprove the application based on the standards in this Chapter and forward the application to the Town Council.

An application for an amendment to the zone district map should be reviewed according to the standards outlined in section 16-21-450 of the MMC. Staff comments are provided in italics.

Section 16-21-450; Standards:

The wisdom of amending the text of these Land Use Regulations, the Character Area Zoning Map or any other map incorporated in these Land Use Regulations is a matter committed to the legislative discretion of the Town Council and is not controlled by any one (1) factor. In determining whether to adopt, adopt with modifications or disapprove the proposed amendment, the Town Council shall consider the following:

- (1) Consistency with Master Plan. Whether and the extent to which the proposed amendment is consistent with the purposes, goals, policies and Character Area Zoning Map of the Master Plan.

The proposed uses are consistent with the uses outlined in the 2010 Town of Minturn 3 Mile Plan for Annexations. The uses outlined in this plan include schools and related school facilities, public utilities, water storage, single family residential, duplexes, multi-family residential, accessory apartments, accessory dwellings, recreational facilities, town related office facilities and open space.

Additionally, the proposal is consistent with Community Character Goal 1 of the 2009 Town of Minturn Community Plan. This goal states, "Maintain, Build Upon and Promote the Town's Image as a Unique, Eclectic Non-Resort Town With A Strong Sense of Community." This proposal will maintain a large amount of open space within the Town. Also, there will be no increase in commercial space associated with this proposal. These factors will help maintain the Town's small town character. Also, with the departure of the Minturn Middle School, the proposal provides an opportunity for additional community groups to continue to utilize the school facilities.

The proposal is also consistent with the Town's goal to promote affordable housing. An opportunity exists to create additional employee housing units with the development of this property.

Additional Community Plan goals that this proposal supports are the following:

Goal (PFG 1): Ensure that Public Facilities are Planned and Implemented to Support New Growth and Existing Population Centers.

As a result of this annexation, Minturn will own the 18 acre parcel of land that contains the Town's water treatment facilities. By owning this land, the Town will be eligible for grant money to upgrade these facilities.

Goal (NRG 3): Preserve, Protect and Enhance Environmentally Sensitive Lands.

This proposal will result in the designation of 39.5 acres of land as open space and recreation. Furthermore, the 18 acre parcel that is to be designated as Public Facilities contains a riparian area that will remain protected.

Goal (PRG 1): Enhance Recreational Opportunities for all Town Residents and Visitors.

In addition to the 39.5 acres to be zoned Recreation and Open Space, the Annexation Agreement stipulates a 20' easement on either side of Cross Creek for recreational access.

- (2) Compatible with surrounding uses. Whether and the extent to which the proposed amendment is compatible with existing and proposed uses surrounding the subject land and is the appropriate Character Area and zone district for the land, considering its consistency with the purpose and standards of the proposed zone district.

The proposed contains a mix of uses that are compatible with the surrounding area.

- (3) Changed conditions. Whether and the extent to which there are changed conditions that require an amendment to modify the use, density or intensity.

Since the property is being annexed into Minturn, State Statute requires the zoning of this land within 90 days of the annexation.

- (4) Effect on natural environment. Whether and the extent to which the proposed amendment would result in significantly adverse impacts on the natural environment, including but not limited to water, air, noise, stormwater management, wildlife habitat, vegetation and wetlands.

The proposal maintains large amounts of open space and preserves environmentally sensitive areas. Any development will largely take place in previously disturbed areas. At the time of a development proposal, staff will ensure that appropriate measures are taken to minimize any adverse impacts.

- (5) Development patterns. Whether and the extent to which the proposed amendment would result in a logical and orderly development pattern and not constitute spot zoning, and whether the resulting development can logically be provided with necessary public facilities and services.

The proposal is consistent with current development patterns on site. The proposed Mixed-Use Zone encompasses the disturbed portion of the site. Furthermore, a significant portion of the site will remain as open space.

- (6) Public interest. Whether and the extent to which the area to which the proposed amendment would apply has changed or is changing to such a degree that it is in the public interest to encourage a new use or density in the area. (Prior code 16-21-8)

The annexation of this site will result in the Town of Minturn owning the 18 acres where the Minturn water plant is currently located. This will allow the Town to pursue grant funding opportunities for plant maintenance and upgrades.

STAFF RECOMMENDATION

Staff recommends approval of Ordinance 4 – 2011.

DRAFT MOTION

I move to approve Ordinance 4 – 2011

OR:

I move an alternate motion

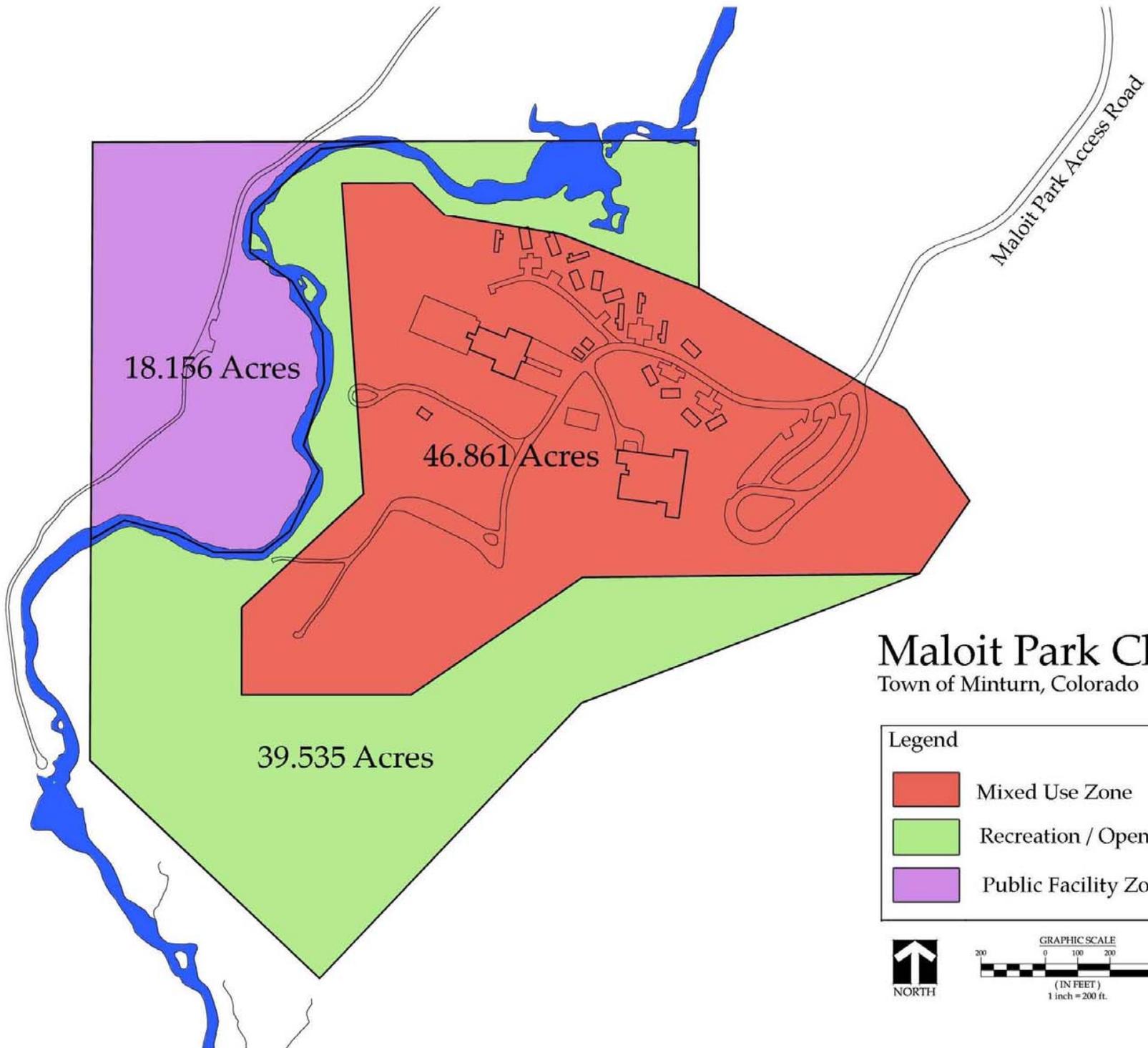
Respectfully Submitted

Chris Cerimele, Town Planner

ATTACHMENTS:

Maloit Park Character Area map
Ordinance 4 – 2011

- Exhibit A; property map
- Exhibit B; Maloit Park Character Area Purpose and Objective
- Exhibit C; Maloit Park Character Area Use Table

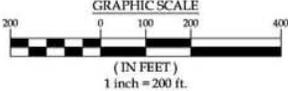


Maloit Park Character Area

Town of Minturn, Colorado

Legend

- Mixed Use Zone
- Recreation / Open Space Zone
- Public Facility Zone



**TOWN OF MINTURN
ORDINANCE NO 4 – SERIES 2011**

**AN ORDINANCE ESTABLISHING ZONING ON PARCELS OF
LAND KNOWN AS THE EAGLE COUNTY SCHOOL DISTRICT
MALOIT PARK PROPERTY ANNEXED TO THE TOWN OF
MINTURN, COLORADO AND AMENDING THE OFFICIAL
ZONE DISTRICT MAP OF THE TOWN OF MINTURN, CO.**

WHEREAS, the Town of Minturn, Colorado annexed the Eagle County School District Maloit Park Parcels No. 1 and 2, County of Eagle, State of Colorado pursuant to Ordinances Nos. 1 and 2 – Series 2011; and

WHEREAS, C.R.S. Section 31-12-115 (2) requires the Town to Zone property that is annexed to the Town within ninety days after the effective date of the annexation ordinance; and

WHEREAS, an application has been filed with the Town of Minturn to amend the Official Zone District Map of the Town of Minturn through the inclusion of the area known as the Eagle County School District Maloit Park Parcels No. 1 and 2; and

WHEREAS, this Amendment to the Official Zone District Map will create the Maloit Park Character Area and the following Zone Districts: the Maloit Park Mixed-Use Zone; the Maloit Park Public Facilities Zone and the Maloit Park Recreation and Open Space Zone, all of which are depicted in Exhibit A (attached); and

WHEREAS, the Purpose and Objective of the Maloit Park Character Area is defined in Exhibit B (attached); and

WHEREAS, the allowable uses for the Maloit Park Character Area are defined in Exhibit C (attached); and

WHEREAS, the following dimensional standards will apply to the Maloit Park Character Area; and

<i>Character Area</i>	<i>Zones</i>	<i>Min. lot area (sq. ft.)</i>	<i>Min. lot dimension (feet)</i>	<i>Max. lot coverage (%)</i>	<i>Front Setback (feet)</i>	<i>Rear Setback</i>	<i>Side Setback</i>	<i>River Setback</i>
Maloit Park	Mixed Use	5,000	50	40	20	10	5	C.C= 50
	Public Facilities	N/A	N/A	N/A	20	10	10	
	Recreation/Open Space	N/A	N/A	N/A	N/A	N/A	N/A	

WHEREAS, public notice was provided pursuant to Section 16-21-610 of the Minturn Municipal Code; and

WHEREAS, the Minturn Planning Commission held public hearings on January 12, 2011 and January 26, 2011 to review the application and made a recommendation to the Minturn Town Council to approve the Amendment to the Official Zone District Map with the following recommendation:

At the time of subdivision review, the Open Space and Recreation Plan of the Subdivision Improvement Agreement shall provide reasonable public access to the Recreation and Open Space Zone through the Mixed Use Zone of the Maloit Park Character Area; and

WHEREAS, a public hearing was held before the Minturn Town Council on March 16, 2011 and after review of presented evidence, testimony, exhibits, review of the Town Master Plan, comments of public officials and referred agencies, comments from the public and recommendation from Town Staff, the Town Council finds as follows:

1. That proper publication and public notice were provided as required by law for hearings before the Planning Commission and Town Council; and
2. The proposed amendment is consistent with the purposes, goals, policies and Character Area Zoning Map of the Master Plan. The subject property is being annexed to the Town and there is no existing Town zoning on the property. The proposed amendment will zone property and create consistency with the existing Official Zone District Map through the creation of the Maloit Park Character Area and associated zoning districts.
3. The proposed amendment is compatible with existing and proposed uses surrounding the subject land.
4. The proposed amendment is necessary because there will be a change in condition due to the fact that the property has been annexed into the Town and therefore the property is required by state law to be zoned.
5. The proposed amendment will not result in significantly adverse impacts on the natural environment, including but not limited to water, air, noise, storm-water management, wildlife habitat, vegetation, and wetlands.
6. The proposed amendment does address a demonstrated community need. The zoning for the property will provide for the orderly and planned development of the property. As well, it may provide for more property and sales tax revenue for the Town.
7. The proposed amendment will result in a logical and orderly development pattern. The proposed amendment will not constitute spot zoning.
8. The resulting development can logically be provided with necessary public facilities and services.
9. The proposed amendment is changing to such a degree that it **is** in the public interest to encourage a new use or density in the area.

NOW, THEREFORE, THE TOWN OF MINTURN, COLORADO, ORDAINS as follows:

SECTION 1. Section 16-3-10 of the Municipal Code of the Town of Minturn is amended by the addition of a new subsection 12 as follows: “(12) Maloit Park Character Area. The character and uses within the Maloit Park Character Area shall be as set forth in Article 16-14(a).

SECTION 2. The Municipal Code of the Town of Minturn amended by the addition of a new Chapter 16, Article 14(a) as set forth in Exhibits B and C hereto and the dimensional standards set forth above.

SECTION 3. The amendment to the Official Zoning Map of the Town of Minturn, Colorado provided for herein shall take effect in accordance with the Charter and ordinances of the Town of Minturn, and the Mayor and Town Clerk are hereby authorized to execute such documents as may be required to reflect amendment herein authorized.

SECTION 4. Severability. If any part, section, sub-section, clause or phrase of this Ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this Ordinance; and the Town Council for the Town of Minturn, Colorado hereby declares it would have passed this Ordinance and each part, section, sub-section, sentence, clause or phrase thereof, irrespective of the fact that any one or more parts, sections, sub-sections, sentences, clauses or phrases be declared invalid.

SECTION 5. The Town Council hereby finds, determines and declares that this Ordinance is necessary and proper for the health, safety and welfare of the Town of Minturn and the inhabitants thereof.

SECTION 6. The repeal or the repeal and re-enactment of any provision of the Minturn Municipal code as provided in this ordinance shall not affect any right which has accrued, and duty imposed, any violation that occurred prior to the effective date hereof, any prosecution commenced, nor any other action or proceeding as commenced under or by virtue of the provision repealed and re-enacted. The repeal of any provision hereby shall not revive any provision or any ordinance previously repealed or superseded unless expressly stated herein.

INTRODUCED, READ BY TITLE, APPROVED ON THE FIRST READING, APPROVED AND ORDERED PUBLISHED IN FULL THE 16th DAY OF March, 2011. A public hearing on this Ordinance shall be held at the regular meeting of the Town Council of the Town of Minturn, Colorado, on the ____ day of ____, 2011, at ____P.M. in the Minturn Town Center in the Town of Minturn, Colorado.

Mayor

Attest:

Town Clerk

INTRODUCED, READ BY TITLE, PASSED ON SECOND READING, APPROVED AND ORDERED PUBLISHED BY TITLE ONLY THIS ___DAY OF ___, 2011.

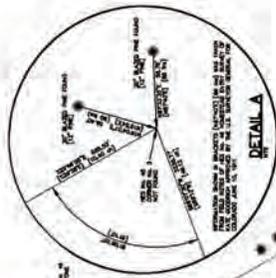
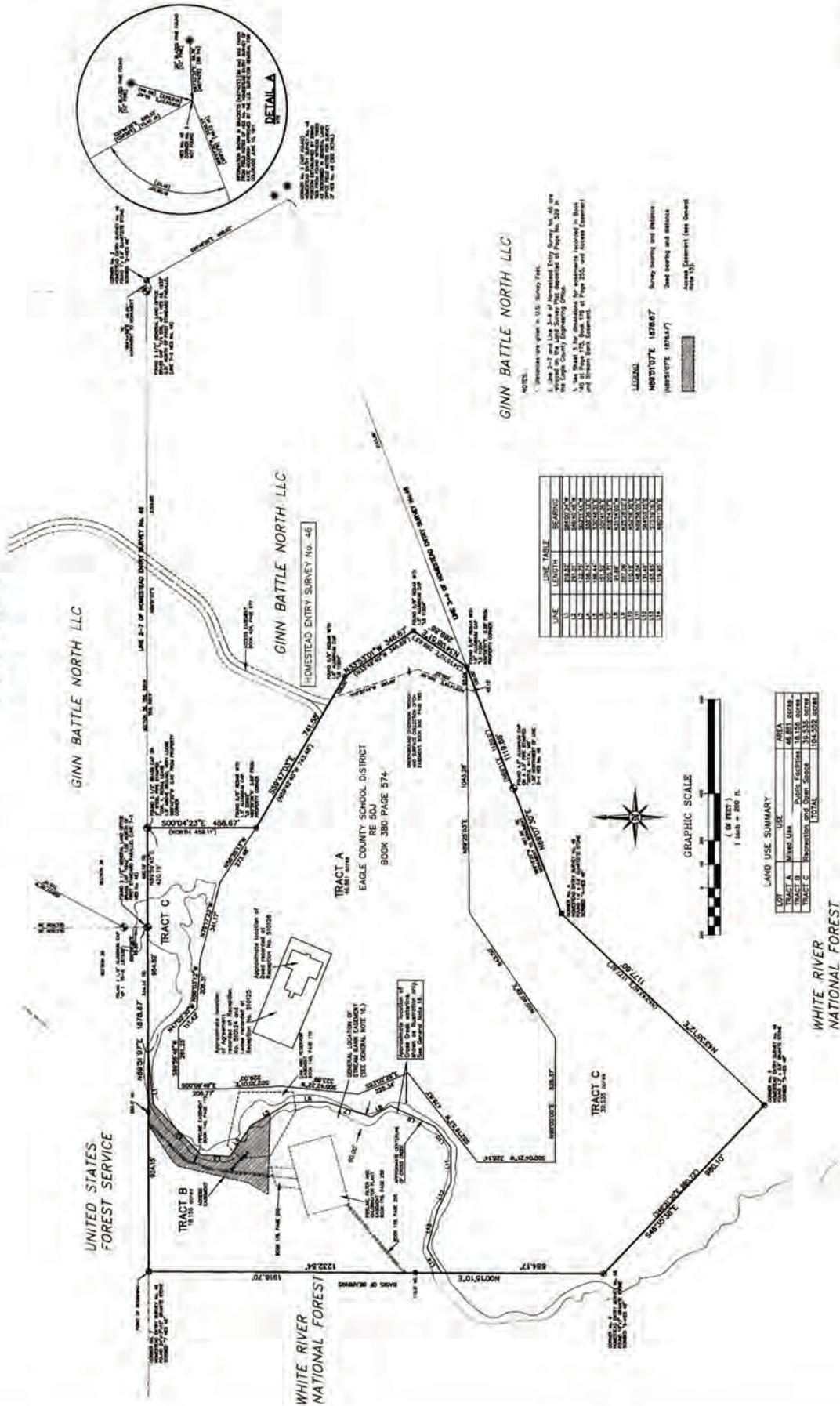
Mayor

Attest:

Town Clerk

Exhibit A

MALOIT PARK
 A PART OF HOMESTEAD ENTRY SURVEY No. 48
 IN SECTION 2 OF UNSURVEYED TOWNSHIP 6 SOUTH, RANGE 81 WEST
 of the 6th PRINCIPAL MERIDIAN
 TOWN OF MONTROSE
 EAGLE COUNTY, COLORADO



GINN BATTLE NORTH LLC

NOTES:
 1. Dimensions are given in U.S. Survey Feet.
 2. Line 2-3 and Line 3-4 of Aggregated Entry Survey No. 48 are as shown on the map and as shown on the map of Page 10, 121 of the Eagle County Engineering Office.
 3. The State of Colorado has approved the measurements shown in Block and Tract A, B, C, and D of this Survey as shown on the map and as shown on the map of Page 10, 121 of the Eagle County Engineering Office.

LINE	LENGTH	BEARING
1-1	10.00	S89°00'00"W
1-2	10.00	S00°00'00"W
1-3	10.00	S00°00'00"W
1-4	10.00	S00°00'00"W
1-5	10.00	S00°00'00"W
1-6	10.00	S00°00'00"W
1-7	10.00	S00°00'00"W
1-8	10.00	S00°00'00"W
1-9	10.00	S00°00'00"W
1-10	10.00	S00°00'00"W
1-11	10.00	S00°00'00"W
1-12	10.00	S00°00'00"W
1-13	10.00	S00°00'00"W
1-14	10.00	S00°00'00"W
1-15	10.00	S00°00'00"W
1-16	10.00	S00°00'00"W
1-17	10.00	S00°00'00"W
1-18	10.00	S00°00'00"W
1-19	10.00	S00°00'00"W
1-20	10.00	S00°00'00"W
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1-82	10.00	S00°00'00"W
1-83	10.00	S00°00'00"W
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1-93	10.00	S00°00'00"W
1-94	10.00	S00°00'00"W
1-95	10.00	S00°00'00"W
1-96	10.00	S00°00'00"W
1-97	10.00	S00°00'00"W
1-98	10.00	S00°00'00"W
1-99	10.00	S00°00'00"W
1-100	10.00	S00°00'00"W

LOCAL
 HRS1070E (87847) Survey bearing and distance
 HRS1070E (87847) Survey bearing and distance
 HRS1070E (87847) Survey bearing and distance



LAND USE SUMMARY
 (OF 100%)

LOT	AREA	USE
TRACT A	48,851	AGRIC.
TRACT B	10,100	AGRIC.
TRACT C	10,100	AGRIC.
TOTAL	69,051	

Exhibit B

ARTICLE XX

Maloit Park Character Area

Zoning Regulations

Section 16.X.X Character Area Characteristics

The Maloit Park is a relatively undeveloped 105 acre parcel that over the years has provided for a variety of public and institutional-oriented community uses. The property is currently owned by the Eagle County School District. Existing uses on the property include the Minturn Middle School and associated uses, school/staff housing, the Eagle County Community Fund/Rummage Sale, and the Town of Minturn water plant. Cross Creek bisects the property, portions of which border United States Forest Service lands.

In 2001 the School District completed a master plan for Maloit Park. The Plan was prepared with a great deal of public involvement. The essence of this Plan was to balance the needs of the School District while also preserving the natural features that make this property special. It is the intention of these regulations that mixed use development on suitable portions of Maloit Park be allowed while preserving the natural characteristics of the Cross Creek corridor, wildlife resources and other areas.

Section 16.X.X Maloit Park Mixed Use Zone

1. Zone Characteristics

The Maloit Park Mixed Use Zone includes 46.8 acres and encompasses the portion of Maloit Park that is already developed or has been previously disturbed. The terrain over vast majority of this zone is very flat and readily accessible via the existing access road. With the exception of the Town's water plant, all existing uses at Maloit Park are located within the Residential/Mixed Use Zone.

2. Purpose and Objectives

The purpose of the Mixed Use Zone is to provide an area to accommodate a variety of land uses. These may include residential development, educational facilities, recreation and other similar uses, and other community-oriented buildings, facilities and uses. The Mixed Use Zone allows for the continuation of all existing land uses.

Section 16.X.X**Maloit Park Public Facilities Zone****1. Zone Characteristics**

The Maloit Park Public Facilities Zone is located west of Cross Creek and currently accommodates the Town's water treatment plant and related uses. The zone is approximately 18.2 in size. The zone borders Cross Creek and USFS lands. Access to the site is via an access easement from Hwy 24.

2. Purpose and Objectives

The purpose of this area is to provide a site for the Town's water treatment plant. Other than potential recreational improvements and a limited amount of employee housing no other uses are contemplated for this portion of the Maloit Park Character Area.

Section 16.X.X**Maloit Park Recreation and Open Space Zone****1. Zone Characteristics**

The Recreation and Open Space Zone consists of approximately 39.5 acres and includes the Cross Creek corridor and the southern portion of Maloit Park. The Cross Creek corridor includes associated riparian and wetlands and the flood plain associated with Cross Creek. The Recreation and Open Space Zone at the southern portion of Maloit Park is comprised of relatively steep slopes and wildlife habitat.

2. Purpose and Objectives

It is intended that the Recreation and Open Space zone remain predominantly undeveloped. Uses are generally limited to infrastructure and utility installations, trails and other passive recreation uses.

EXHIBIT C

MALOIT PARK CHARACTER AREA USE TABLE

Use	All Residential Zones	All Commercial Zones	All Mixed-Use Zones	All Recreation and Open Space Zones	All Federally Regulated Zones	Public Facilities Zone	PUD Holding Zone	Railroad Right-of-Way / Transportation Zone
<i>R=Use by Right</i>								
<i>N=Not Permitted</i>								
<i>C=Conditional Use</i>								
<i>L=Limited Use</i>								
Accessory Apartment			R	N		R		
Accessory Dwelling			R	N		R		
Accessory Uses customarily associated with allowable uses			R	R		R		
Athletic fields			R	N		R		
Automotive detail shops			N	N		N		
Automotive parts sales			N	N		N		
Bakeries and confectionaries			N	N		N		
Bakeries and delicatessens with food service			N	N		N		
Banks and financial institutions			N	N		N		
Barbershops			N	N		N		
Beauty shops			N	N		N		
Business and office services			N	N		N		
Car washes			N	N		N		
Cocktail lounges, taverns			N	N		N		
Commercial accommodations			N	N		N		
Community-oriented buildings, facilities and uses			R	N		N		
Convenience stores			N	N		N		
Day care, Early Learning								
Delicatessen and specialty food stores			N	N		N		
Dormitory Housing			R	N		N		
Drive thru/up establishments			N	N		N		
Drugstores and pharmacies			N	N		N		
Dry cleaners			N	N		N		
Duplex/Two-family dwellings			R	N		R		
Educational or training facilities and uses			R	N		N		
Garden landscaping supply and seed stores			N	N		N		
Gas stations			N	N		N		
Grocery stores			N	N		N		
Health/medical offices			N	N		N		
Health/wellness Center			R	N		N		
Laundries			N	N		N		
Laundromats			N	N		N		
Liquor stores			N	N		N		
Overnight lodging associated with allowable health/wellness or conference centers			R	N		N		
Manufacturing, light			N	N		N		
Multi-family dwellings			R	N		R		
Office use			N	N		N		
Offices associated with community-oriented or non-profit organizations			R	N		N		
Parks and Playgrounds			R	R		N		
Pawn shops			N	N		N		
Photographic studios			N	N		N		
Professional activities			N	N		N		

EXHIBIT C

MALOIT PARK CHARACTER AREA USE TABLE

Professional offices, business offices and studios			N	N		N		
Radio and television stores and repair shops			N	N		N		
Arts, recreation , senior or civic centers			R	N		N		
Restaurants			N	N		N		
Retail stores including: apparel stores; art supply stores and galleries; bookstores; camera stores and photographic studios; candy stores; chinaware and glassware stores; florists; gift shops; hobby stores; household appliance stores; jewelry stores; leather good stores; luggage stores; music and record stores; newstands and tobacco stores; sporting goods stores; stationary sores; toy stores; variety stores; yardage and dry goods stores stores			N	N		N		
Retail uses greater than five thousand(5,000) square feet			N	N		N		
School related uses and facilities in accordance with C.R.S. 22-32-124			R	N		N		
Senior housing, retirement communities			R	N		N		
Service businesses			N	N		N		
Single family dwellings			R	N		R		
Small appliance repair shops, excluding furniture repair			N	N		N		
Studios for arts, crafts, performing arts			R	N		N		
Tailors and dressmakers			N	N		N		
Theaters			N	N		N		
Theaters, meeting rooms and conference centers*			R	N		N		
Trails, trailheads			R	R		R		
Travel and ticket agencies			N	N		N		
Water treatment facilities			N	N		R		
Utility facilities and improvements, including but not limited to water storage, transmission lines, transformers, etc.			R	R		R		
Other uses determined to be similar in nature to other permitted uses			R	R		R		