



2011

Minturn Council Meeting

Wednesday April 6, 2011

Regular Session:
(Town Center)

7:00pm

Council Goals:

TOP FIVE COUNCIL PRIORITIES:

- Entry Signs
- Sidewalk Installations
- Street repairs with drainage (by priority)
- 100% completion of telemetry
- Implement streetscape plan



Agenda

MEETING OF THE MINTURN TOWN COUNCIL

**Minturn Town Center, 302 Pine Street
Minturn, CO 81645 • (970) 827-5645**

Wednesday April 6, 2011

Regular Session – 7:00pm

**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

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 – 7:00pm

1. Call to Order

- a. Roll Call
- b. Pledge of Allegiance

2. Approval of Agenda

- a. Items to be Pulled or Added

3. Minturn Liquor Authority

- The Minturn Country Club, Inc Hotel/Restaurant Liquor License annual renewal; 1311 Main Street; Tom Ricci/Joe Honnessy, Owner/Manager (pg 1)

4. Approval of Minutes and Action Report

- March 16, 2011 (pg 8)

- Action Item Report (pg 18)
5. **Public comments on items, which are NOT on the agenda (5 minute time limit per person)**
 - Eagle River Youth Coalition – Rebecca Odom (30 min) (pg 19)
 - Eagle County Commissioners (60min)
 - Eco Transit update. Discuss sustainable ridership - Kelley Collier (pg 37)
 - Eagle County Airport Master Plan
 - Comprehensive Economic Planning
 - Eagle Valley Land Exchange Discussion
 - Medical Marijuana
 - Attainable housing, housing assistance programs
 - Paving of County Road & 2nd phase of Eco Trail
 - Eagle Vail Business District Master Plan - Scott Hunn (pg 45)
 - Thanks to the Commissioners for the \$500 donation to the (Independence Day) 4th of July Celebration
 6. **Special Presentations/Citizen Recognition**
 7. **Planning Commission Update (pg 63)**
 8. **Town Manager’s Report (pg 71)**
 9. **Town Council Comments**

PUBLIC HEARINGS AND DISCUSSION/ACTION ITEMS
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10. **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) (pg 75)**
11. **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) (pg 79)**
12. **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) (pg 83)**
13. **Discussion/Action – Ordinance 4 – 2011 (Second 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 (15min) (pg 100)**

FUTURE AGENDA ITEMS

14. Next Meeting – April 20, 2011

- Work Session – Ordinance 5 – 2011 an Ordinance adopting the 2009 IBC – Cerimele/Lanci (15min)
- EPA Update and follow-up with Elizabeth Mitchell (Executive Session)
- Discussion/Action - Public Works update – A. Martinez (30min)
- Discussion/Action – Ordinance 5 – 2011 (First Reading) an Ordinance adopting the 2009 IBC as amended – Cerimele/Lanci (30min)

15. Future Meeting

- Worksession discussion re: Ordinance ___ - 2011 an ordinance regarding the sale of Medicinal Marijuana (45min) – May 4
- Discussion/Action – Ordinance ___ - 2011 (First Reading) an Ordinance allowing the sale of Medical Marijuana – May 18
- Discussion/Action – Ordinance ___ - 2011 (Second Reading) an Ordinance allowing the sale of Medical Marijuana – June 1

16. Set Future Meeting Dates

a) Council Meetings:

- April 20, 2011
- May 4, 2011
- May 18, 2011

b) Planning & Zoning Commission Meetings:

- April 13, 2011
- April 27, 2011
- May 11, 2011

c) Other Dates:

- May 14, 2011 Town Clean Up Day
- June 18, 2011 1st Day of Minturn Market
- June 22-24 CML Annual Conference/Vail

17. Adjournment

**P.O. Box 309 ♦ 302 Pine Street
Minturn, CO 81645
Phone: 970-827-5645
Fax: 970-827-5545
Jay Brunvand, Treasurer/Clerk
Email: treasurer@minturn.org**



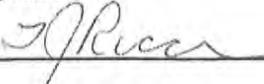
Town Council
MR. HAWKEYE FLAHERTY, MAYOR
MR. GEORGE BRODIN, MAYOR PRO TEM
MR. AGGIE MARTINEZ, COUNCILMAN
MR. EARLE BIDEZ, COUNCILMAN
MS. SHELLEY BELLM, COUNCILWOMAN
MR. JERRY BUMGARNER, COUNCILMAN
MS. JOHN ROSENFELD, COUNCILWOMAN

AGENDA ITEM COVER SHEET

AGENDA TITLE: – The Minturn Country Club Inc, annual renewal of a Hotel/Restaurant Liquor License; 131 Main Street; Tom Ricci/Joseph Honnessy, Owner/Manager
MEETING DATE: April 6, 2011
PRESENTER: Brunvand
BACKGROUND: This is an application for annual renewal of a Hotel/Restaurant liquor license. The application has been reviewed by the Clerk, Police Chief, and the Town Attorney. Any concerns were addressed at Staff level and this application is clear for approval.
CORE ISSUES:
BUDGET/FINANCE IMPLICATIONS: An annual renewal fee of \$125.00 has been paid to the Town.
STAFF RECOMMENDATION/MOTION: “ Motion to approve the Minturn Country Club annual renewal of a Hotel/Restaurant Liquor License; 131 Main Street; Tom Ricci/Joseph Honnessy, Owner/Manager as presented.”

ATTACHMENT TO LIQUOR OR 3.2 BEER LICENSE RENEWAL APPLICATION

**This page must be completed and attached to your signed renewal application form.
 Failure to include this page with the application may result in your license not being renewed.**

Trade Name of Establishment MINIORN COUNTRY CLUB		State License Number 04-92147-000
1. Operating Manager TJ RICCI JJ HANNESSY III	Home Address 2576 DAVOS, VAIL, CO RR CASTLE PEAK, EAGLE, CO	Date of Birth 8/21/46 9/8/55
2. Do you have legal possession of the premises for which this application for license is made? Are the premises owned or rented: _____ If rented, expiration date of lease: 5/2018		Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
3. Has there been any change in financial interest (new notes, loans, owners, etc.) since the last annual application? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders or owners, (other than licensed financial institutions) are materially interested.		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
4. Since the date of filing of the last annual application, has the applicant, or any of its agents, owners, managers, principals, or lenders (other than licensed financial institutions), been convicted of a crime? If yes, attach a detailed explanation.		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
5. Since the date of filing of the last annual application, has the applicant, or any of its agents, owners, managers, principals, or lenders (other than licensed financial institutions), been denied an alcoholic beverage license, had an alcoholic beverage license suspended or revoked, or had interest in any entity that had an alcoholic beverage license denied, suspended or revoked? If yes, attach a detailed explanation.		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
6. Does the applicant, or any of its agents, owners, managers, principals, or lenders (other than licensed financial institutions), have a direct or indirect interest in any other Colorado liquor license (include loans to or from any licensee, or interest in a loan to any licensee)? If yes, attach a detailed explanation.		Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
7. Corporation or Limited Liability Company (LLC) or Partnership applicants must answer these questions. Since the date of filing of the last annual license application: (a) Are there, or have there been; any officers or directors; or managing members; or general partners added to or deleted from applicant for renewal of a 3.2 beer or liquor license? (b) Are there or have there been; any stockholders with 10% or more of the issued stock of the Corporation; or any members with 10% or more membership interest in the LLC; or any partners with 10% or more interest in the partnership added to or deleted from the applicant for renewal of a 3.2 beer or liquor license? (c) If Yes to (a) or (b), complete and attach Form DR 8177: Corporation, Limited Liability Company or Partnership Report of Changes, and all supporting documentation, and fees your Local Licensing Authority immediately.		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
8. Sole proprietorships, Husband-Wife Partnerships or Partners in General Partnerships: <p style="text-align: center;">EVIDENCE OF LAWFUL PRESENCE</p> Each person identified above must complete and sign the following affidavit. Please make additional copies if necessary. Each person must also provide a copy of their driver's license or state issued identification card. In lieu of form DR 4679, the undersigned swears or affirms under penalty of perjury under the laws of the State of Colorado that (check one): <input type="checkbox"/> I am a United States Citizen <input type="checkbox"/> I am not a United States Citizen but I am a Permanent Resident of the United States <input type="checkbox"/> I am not a United States Citizen but I am lawfully present in the United States pursuant to Federal Law <input type="checkbox"/> I am a foreign national not physically present in the United States I understand that this sworn statement is required by law because I have applied for a public benefit. I understand that state law requires me to provide proof that I am lawfully present in the United States prior to receipt of this public benefit. I further acknowledge that making a false, or fraudulent statement or misrepresentation in this sworn affidavit is punishable under the criminal laws of Colorado Revised Statute 18-8-503 and it shall constitute a separate criminal offense each time a public benefit is fraudulently received.		
Signature 	Printed name TJ RICCI, SECRETARY	Date 3/10/11

Liquor License Renewal

Question 6:

Joseph J. Honnessy III	25 % Shareholder	Steamboat Country Club, Inc
T. J. Ricci	25 % Shareholder	Steamboat Country Club, Inc
	50 % Shareholder	The Mint Country Club, Inc

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE

I, Scott Gessler, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

THE MINTURN COUNTRY CLUB, INC.

is a **Corporation** formed or registered on 11/14/1986 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 19871697225.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 03/15/2011 that have been posted, and by documents delivered to this office electronically through 03/18/2011 @ 10:06:40.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, authenticated, issued, delivered and communicated this official certificate at Denver, Colorado on 03/18/2011 @ 10:06:40 pursuant to and in accordance with applicable law. This certificate is assigned Confirmation Number 7895436.



A handwritten signature in black ink, appearing to read "Scott Gessler".

Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Certificate Confirmation Page of the Secretary of State's Web site, <http://www.sos.state.co.us/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click Business Center and select "Frequently Asked Questions."



TOWN OF MINTURN
P.O. Box 309 (302 Pine Street)
Minturn, Colorado 81645-0309
970-827-5645 Fax: 970-827-4049
treasurer@minturn.org

**FROM THE DESK OF
JAY BRUNVAND, TREASURER/FINANCE**

MEMORANDUM

To: Chief Lorenzo Martinez
Allen C., Town Attorney (via fax PDF email)
CC:
Date: 3/18/11 10:12 AM
RE: Liquor License

Attached please find a copy of the Annual Liquor License Renewal Application for the Minturn Country Club located at 131 Main Street. I have reviewed the application and obtained a Certificate of Goodstanding from the Secretary of State's Office. This Renewal looks fine to me and is ready for your on-site investigation. Let me know if you have any questions.

PLEASE NOTE: Our standard reviewing process is for both Lorenzo and Allen to review AND approve PRIOR to this being scheduled for a Council meeting. Please inform me if you have any questions when you approve for forwarding to the Council.

Please let me know if you have any questions or concerns, which I may be able to answer.

Thanks, jay



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Official Minutes

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

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

Regular Session – 5:15pm

1. Call to Order

- a. Roll Call
- b. Pledge of Allegiance

The meeting was called to order by Mayor Flaherty at 5:20 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. (George Brodin absent, excused)

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.

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)

Motion by Shelley B., second by Aggie M., to convene into 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. All voted in favor (George B., absent, excused)

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) – 7:10pm

3. **Executive Session** – Action by Council or Direction to Staff as a result of the Executive Session (5min)

Direction to staff to schedule EPA updates for a follow-up executive session on a future agenda.

4. **Approval of Agenda**
a. Items to be Pulled or Added

Add item 14a-Discussion of congressional redistricting issues

Motion by Shelley B., second by John R., to approve the agenda of March 16, 2011 as amended, all voted in favor. (George B., absent, excused)

5. Approval of Minutes and Action Report

- March 2, 2011
- Action Item Report

Motion by Aggie M., second by Shelley B., to approve the minutes of March 2, 2011 as presented, all voted in favor. (George B., absent, excused)

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

Mr. Fred Haslee, 225 Pine St, brought to the Council's attention, he believes the Town has a parking problem and considering the Municipal lot as an additional option to residents may be a viable solution.

7. Special Presentations/Citizen Recognition

8. Planning Commission Update

Report on the 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 nine (9) jurisdictions, Alamosa had the lowest permit fees while Minturn had one of 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

Jurisdiction	Building Permit Fee Comparison								Prior review fee (% of Permit Fee)
	\$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	
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%

9. Town Manager's Report

- Update on County Commissioner/Town Council Agenda
- USFS

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.

10. Town Council Comments

Many thoughts and prayers go out to all those affected by the Japan earthquake and tsunami.

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)

Mr. Tom Braun, 225 Main St, Edwards, representing the Eagle County School District gave a presentation of the annexation agreement.

Mr. Frank Lorenti, 1081 Main St, discussed the need for a special improvement fund where upon the sale of a property, a portion of money from said sale can be placed into a fund to raise money which will be directly allocated to improvements, such as installation of sidewalks, road improvements, and other infrastructure improvements.

Safe Routes to Schools can potentially be a grant option, which would need to be applied for by the school itself.

Mr. Braun, 225 Main St, Edwards, clarified that the RFP for the Minturn Middle School was not applied for by the Eagle County Seniors program.

Mayor Hawkeye Flaherty asked that the title work for the land be reviewed to see if any portion of the land in question was dedicated or deeded to the Town of Minturn by the seller of the land to the Eagle County School District.

It was requested that all presentations and public comments given in any one section or public hearing related to the entire annexation of both parcels shall be inclusive in all sections related to the annexation as relates to Agenda items 11, 12, 13, and 14.

Motion by Shelley B., second by Aggie M., to approve 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. All voted in favor. (George Brodin absent, excused)

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)

It was requested that all presentations and public comments given in any one section or public hearing related to the entire annexation of both parcels shall be inclusive in all sections related to the annexation as relates to Agenda items 11, 12, 13, and 14.

Motion by Shelley B., second by John R., to approve 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. All voted in favor. (George Brodin absent, excused)

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)

Mr. Tom Braun, 225 Main St, discussed defining the roads and the Town of Minturn accepting the streets on this property after the roads have had ample/acceptable work and repair. With the situation of the baseball fields, maintenance of the fields should be discussed and in the event potential developers are uninterested in the fields.

John R., discussed there are many moving parts of this agreement and the core of the Town will be impacted. Questions still remain concerning intentions of the repurposing of the school, and subsequent leasing options that have been presented to the School board. If 150 units are approved for the Maloit Park area, that would mean a 40% increase in the Town's population. There is also concern regarding the defined Maloit Park character area and what type of impact 400 residents to that area would do. Even with the benefits of the land dedication for the water treatment plant, John recommends Council review all aspects of the annexation to ensure the overall benefit of this annexation into the Town is viable.

Mayor Hawkeye Flaherty, requests a review of the sale process of the property to a potential developer and any and all zoning authority.

Section 4.1 – Mayor Hawkeye asked for the meaning of this section of the verbiage. Mr. Braun defined it as a PUD, the application process, or any already defined character use.

Mayor Hawkeye reiterated that he believes there should be no development of the baseball fields.

Mayor Hawkeye Flaherty also discussed the 150 units being considered for the property and the large number of people that could involve and the subsequent impact that would have on the Town.

Request to review public access to the river, but managing of the stream is acceptable.

Request by Earle B., for Tom Braun to please bring the original presentation provided by the School District in the event it should be referenced or discussed.

Earle B., reminded the Council that each development project brought before Council, moving forward, should be reviewed with the maximum allowable units being maximized for the Maloit Park property.

Jerry B. discussed the need to continue this process, and remember how slowly all of this development will actually happen.

It was requested that all presentations and public comments given in any one section or public hearing related to the entire annexation of both parcels shall be inclusive in all sections related to the annexation as relates to Agenda items 11, 12, 13, and 14.

No further public comment was submitted.

Motion by Shelley B., second by Aggie M., to approve 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. All voted in favor. (George Brodin absent, excused)

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)

Direction to staff to ensure verbiage for 50' of street frontage for each lot.

It was requested that all presentations and public comments given in any one section or public hearing related to the entire annexation of both parcels shall be inclusive in all sections related to the annexation as relates to Agenda items 11, 12, 13, and 14.

No further public comment was submitted.

Motion by John R., second by Earl B., to approve 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. All voted in favor. (George Brodin absent, excused)

14a. Action/Discussion - Congressional Redistricting of Eagle County.

As set by law, every ten years the national census is taken. The following year after the census year, the State must review its congressional districts to ensure each district is approximately the same size. This year one of several options being discussed is to split Eagle County into different districts. The Minturn Town Council discussed the potential splitting Eagle County into two different Congressional Districts. Jerry B., requested more details of the plan, but the overall consensus was the split would not be in the best interest of the Eagle County residents.

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) – MOVE TO SECOND MEETING IN APRIL (APRIL 20TH) REQUEST FOR CHUCK'S INFO TO GO INTO THE APRIL 6TH PACKET SO COUNCIL HAS AMPLE TIME TO REVIEW.

16. Future Meeting

- Worksession discussion re: Ordinance ___ - 2011 an ordinance regarding the sale of Medicinal Marijuana – 5/4/11 (45min)
- Discussion/Action – Ordinance ___ - 2011 (First Reading) an Ordinance approving an Ordinance allowing the sale of Medical Marijuana – May 18
- Discussion/Action – Ordinance ___ - 2011 (Second Reading) an Ordinance approving an Ordinance allowing the sale of Medical Marijuana – June 1

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
 - June 22-24, 2011 CML Annual Conference/Vail

18. Adjournment

Motion by John R., second by Aggie M., to adjourn at 9:08pm.

Mayor Hawkeye Flaherty

ATTEST:

Town Clerk, Jay Brunvand

**Town of Minturn
Council Action Item Memo**

TO: Staff Members/Council Members
FROM: Jim White/ Town Manager
DATE: April 6, 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, second reading, on the Ordinances related to annex scheduled for April 6, 2011. School District may request a continuance.
Town entry sign: Requirements with USFS being sought	White	Continuing to modify & review design. Reviewing USFS Special Use Permit. 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 into the draft report and will be presented to Council 4/20/11.
Draft Medical Marijuana Ordinance-Staff level	White/Brunvand/ Metteer	Draft provided to Council on March 16, 2011 for review in Work Session on May 4 th , and first reading on May 18 th .



Mission:

To collaborate with Eagle River youth-serving organizations to assess prevention needs and build capacity; through strategic plans, programs, and policies around the issues facing young people.



Youth Initiatives Committee

A closer look at youth in our
community...

HEALTHY KIDS COLORADO SURVEY (HKCS)

The **Healthy Kids Colorado Survey (HKCS) was administered to Eagle County high school and middle school students during the **Fall 2009**. Four high schools and four middle schools participated in the survey asking responded to the health-related behavior items.**

The Eagle River Youth Coalition strives to better understand what youth in our community are doing and feeling, so that we can strive to be a part of the solution.

WHY HKCS?

- **State and nationwide survey administered every two years to measure the behaviors and attitudes of youth.**

Data from the HKCS can be utilized to:

- **Coordinate prevention messages**
- **Provide data to support funding requests**
- **Implement district wellness policies**
- **Enforce tobacco-free and drug-free school policies**

EAGLE COUNTY HIGH SCHOOL & MIDDLE SCHOOL DEMOGRAPHICS

<u>High School</u> Demographics	Number (N)	N / Total Sample	N / Enrollment	Enrollment*
Total	1269	100.0%	80.8%	1570
Female	610	48.1%	83.1%	734
Male	659	51.9%	78.8%	836
White	588	46.3%	74.2%	792
Hispanic or Latino	505	39.8%	66.9%	755

<u>Middle School</u> Demographic	Number (N)	N / Total Sample	N / Enrollment	Enrollment*
Total	873	100%	77.1%	1132
Female	463	53%	80%	579
Male	410	47%	74.1%	553
White	278	31.8%	58.8%	473
Hispanic or Latino	453	51.9%	71.7%	632

TODAY WE WILL ADDRESS....

- **Alcohol/Binge Drinking**
- **Tobacco**
- **Marijuana**
- **Other drugs**
- **Depression & Suicide**
- **Bullying & School Climate**

ALCOHOL AND BINGE DRINKING

Key Findings:

- 38% of **high school** students surveyed said it was very easy to get some beer, wine or hard liquor.



- 1/3 of students did not indicate that they saw the negative consequences of binge drinking behaviors.



- 17.7% of Latino **middle school** students have had at least one drink in the past month.

TOBACCO USE

- 47% of **high school** students said it would be very easy to get some cigarettes if they wanted to. *This is down from 67% in 2007-2008.*
- 19.3% of **high school** youth smoke. *This is down from 22% in 2007-2008.*
- 12% of **high school** students surveyed said they were 13 or 14 when they smoked a whole cigarette for the first time.



MARIJUANA USE



- 11% of **high school** students said they have smoked marijuana 100 or more times during their life.
- 17% of **high school** students said they were 13 or 14 years old when they tried marijuana for the 1st time.
- 36% of **high school** students said it was very easy to get some marijuana if they wanted to.

MARIJUANA USE CONT'D

Current Marijuana Use by Grade and Gender

Local				US		
Grade	Total	Female	Male	Total	Female	Male
9th	9.1%	7.8%	10.5%	15.5%	15.5%	15.5%
10th	22.9%	18.5%	27.6%	21.1%	17.9%	23.9%
11th	27.8%	21.4%	33.5%	23.2%	19.5%	26.7%
12th	29.2%	25.2%	32.6%	24.6%	19.1%	29.9%
Total	21.6%	17.2%	25.6%	20.8%	17.9%	23.4%

OTHER DRUGS

- % of students that had ever used an illicit substance was **HIGHER** in Eagle County than in the US.
- 1 in 7 **middle school** students surveyed report using inhalants at least once in their lifetime.



<u>Illicit Substances</u>	<u>Eagle County</u>	<u>US</u>
Cocaine	11.8%	6.4%
Ecstasy	11.7%	6.7%
Heroin	5.5%	2.5%

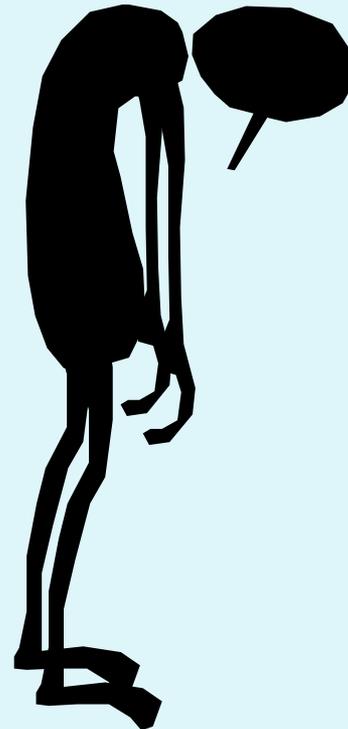
BULLYING AND SCHOOL CLIMATE

- More than 40% of **middle school** students surveyed reported being bullied on school property in the past year.
- 31% of **high school** students surveyed reported being bullied at least once over the past year.
- > 80% of **middle school** students surveyed said that teachers treat them with respect.
- 70% of **high school** students surveyed said that teachers treat them with respect.



SUICIDE & DEPRESSION

- % of students that felt sad or hopeless for 2+ weeks was higher for Latino than White students.
- Almost 40% of **high school** students who reported feeling sad/hopeless for more than two weeks had seriously considered suicide. **More than half of had used illicit substances or had current alcohol use.**
- ~1 in 4 **middle school** students surveyed reported feeling sad or hopeless for almost everyday for 2 or more weeks in a row.



YOUR *Voice* YOUR *Choice*

89%

OF EAGLE COUNTY HIGH SCHOOL STUDENTS

WERE NOT IN A
PHYSICAL FIGHT ON
SCHOOL PROPERTY
IN THE PAST YEAR.

YOU
TOLD US
Designed by Barbara Salinger

THE GOOD NEWS

YOUR *Voice* YOUR *Choice*

88%

OF EAGLE COUNTY HIGH SCHOOL STUDENTS

DID NOT DRIVE WHILE
THEY HAD BEEN
DRINKING ALCOHOL
IN THE PAST
30 DAYS.

YOU
TOLD US
Designed by Barbara Salinger

YOUR *Voice* YOUR *Choice*

91%

OF EAGLE COUNTY HIGH SCHOOL STUDENTS

THINK IT IS
IMPORTANT TO FINISH
HIGH SCHOOL.

YOU
TOLD US
Designed by Barbara Salinger

YOUR *Voice* YOUR *Choice*

84%

OF EAGLE COUNTY HIGH SCHOOL STUDENTS

WORE A SEATBELT
WHEN RIDING IN
A CAR DRIVEN BY
SOMEONE ELSE.

YOU
TOLD US
Designed by Barbara Salinger

YOUR *Voice* YOUR *Choice*

81%

OF EAGLE COUNTY HIGH SCHOOL STUDENTS

DID NOT SMOKE
CIGARETTES IN THE
PAST 30 DAYS.

YOU
TOLD US
Designed by Barbara Salinger

LOCAL ORGANIZATIONS



What do they have in common?

- Increase protective factors
 - Encompass family, social, psychological, and behavioral characteristics that provide a buffer for young people.
 - Mitigate the effects of risk factors in communities
- Prevention-based programming
 - Based on positive youth development theory
 - Guides communities in developing and implementing services, opportunities and supports so that young people can be engaged and reach their full potential.

TAKING ACTION

Youth Initiatives is addressing...BIG PICTURE

- Possible long-term strategies
 - Social Host ordinance
 - Restrictions on advertising and promotion
 - Changing physical design of accessibility at concerts (i.e. beer gardens)

How can you help?

Action Steps:

- Volunteer with a youth-serving organization to support programming
- Attend and spread the word about Parents You Matter Dinner and Dialogue series
- Attend/Volunteer and spread the word about TeenLINK & ASIST Suicide Prevention trainings
- Encourage other groups to schedule a Speaker's Bureau presentation similar to this one

QUESTIONS/COMMENTS??





Minturn Update

April 6, 2011



2010 CHALLENGES

- 2010 gave ECO a baseline to start rebuilding



- Service hours, ridership, and revenues were at a low-point and reached levels from the 1990s



- Fall of 2009 brought service cuts and fare increases to offset the decrease in sales tax revenues. This, in combination with less jobs and people in the valley created...



WINTER RIDERSHIP

Minturn ridership is consistent with 2010 winter ridership and holding steady around 1,000 passengers per month during January and February 2011.



2010 Ridership - Fare Type- ALL

2010 Ridership - Fare Type- ALL	
Full Fares	18%
30-day passes	47%
1-day	14%
10-ride/20-ride passes	2%
Senior	8%
Disabled	1%
Youth	10%

2010 Ridership - Fare Type- Minturn	
Full Fares	20%
30-day passes	45%
1-day	20%
10-ride/20-ride passes	1%
Senior	7%
Disabled	0%
Youth	7%

2010 Operating Costs and Farebox Revenues				Farebox Recovery Ratio	
Route	Operating Cost	Farebox Revenue	Net Cost	% Fares	% Sales Tax
Leadville	\$ 298,471	\$ 105,716	\$ 192,755	35%	65%
Hwy 6	\$ 3,067,703	\$ 980,627	\$ 2,087,076	32%	68%
Gypsum	\$ 1,695,752	\$ 281,448	\$ 1,414,305	17%	83%
Minturn	\$ 291,141	\$ 12,450	\$ 278,691	4%	96%
Total Average	\$ 5,353,067	\$ 1,380,240	\$ 3,972,827	26%	74%



5011 ACCOMPLISHMENTS?

- ECO received grant funding to help offset the cost of operating the Minturn and Leadville routes. Up to 50% of the losses (costs less fares) are eligible to be reimbursed from 5311 funding.
- The Town of Minturn is now a public ticket outlet (Minturn keeps 15% of all sales)
- Transfer passes are up and running. System wide 787 passes have been issued. 67% of these were issued from the Minturn bus and 7% were used going into Minturn. Great utilization!



Ride the Mile, Ride the Bus



Buses depart 4:32pm, 4:58pm, 5:32pm, 5:58pm, 6:32pm, 6:58pm going to the Forest Service where you can transfer to a Hwy 6 bus going to Vail, Avon, or Edwards.



Pay on the bus \$4 and a \$1 transfer pass or buy an \$8 1-day pass at the Town of Minturn offices for unlimited rides for 24 hours.



CONGRATULATIONS MINTURN?

- ECO received 2011 grant funding for a Feeder/Circulator Feasibility Study and Needs Assessment that will take place late summer/early fall- Minturn will be a vital component of this study.
- Bus shelter refurbishment will occur at the First Bank shelter in Minturn with State of Good Repair Grant funds as well as a pilot program to allow town sponsored flyers in this shelter for public outreach.
- Continued communication and cooperation between Town staff, local business owners, and residents on service needs in Minturn.





Eagle-Vail Business District Master Plan

Charrette Report
December 16, 2010



Vision and Goals for the Eagle-Vail Business District Master Plan

Vision

- As an extension of the Eagle-Vail community, the Business District will be a vibrant, welcoming center of activity serving the needs of local residents and visitors. Strategic public and private improvements and investment will help tie the District and the residential communities together in the future.

Goal 1: Protect Existing Service Uses in District

- Maintain an adequate amount of commercial and industrial uses which provide much-needed services to this end of the valley
- Allow increased potential for commercial/industrial redevelopment
- Allow residential uses only where use conflicts with commercial and industrial uses will be minimized

Goal 2: Improve the Appearance of the Area

- Work with the community to establish standards to encourage architectural improvements
- Signage should be adequate to serve commercial needs, but well-designed
- Focus public and private improvements and investments on physical changes most visible from U.S. Hwy. 6
- Introduction of landscaping, fencing, berming, etc., should be encouraged to screen less visibly pleasing areas

Goal 3: Preserve and Enhance River Corridor

- Protect and enhance existing riparian vegetation and steep slopes adjacent to the River
- Utilize and rehabilitate existing disturbed areas along the river corridor during redevelopment
- Allow appropriate uses within the riparian area, such as the Recreation Trail and storm water drainage improvements
- The River should be a focal point for redevelopment
- Where grades permit it, allow for physical connections down to the River
- Create visual access to the River

Goal 4: Improve Connectivity

- Centralize transit stops, pedestrian crossings and amenities to create a central 'node' or community center
- Work with ECO Trails and community leaders to implement regional recreation path
- Work with community leaders to prioritize roadway, bicyclist and pedestrian improvements such as traffic calming, sidewalks, crosswalks, and dedicated bike lanes in a manner that does not adversely impact visibility of businesses or access to parking

Goal 5: Encourage and Incentivize Redevelopment

- Create regulatory incentives and reduce barriers to encourage redevelopment
- Encourage redevelopment through public improvements
- Allow for flexibility with appropriate limitations within existing regulatory framework

Goal 6: Create a Central Anchor for the District

- Work with the State Board of Land Commissioners to create a multiple-use hub for the District
- Create an active gathering area for the community, in conjunction with transit and pedestrian improvements

Goal 7: Create an Identity and a Welcoming Environment

- Incorporate Eagle-vail community signage and wayfinding designs proposed by the Eagle-vail Design and Aesthetics Committee into the image and signage for the District
- Pursue public improvements such as roadway improvements, entry features, community signage, etc.
- Create a central hub of activity
- Work with community leaders to create design 'preferences and standards' for the District to guide future improvements and investments

Goal 8: Encourage Cooperation among all Public Entities

- Area where many interests intersect - Towns & County, Metro District, CDOT, SLB, School District.
- Facilitate cooperation regardless of governance structures

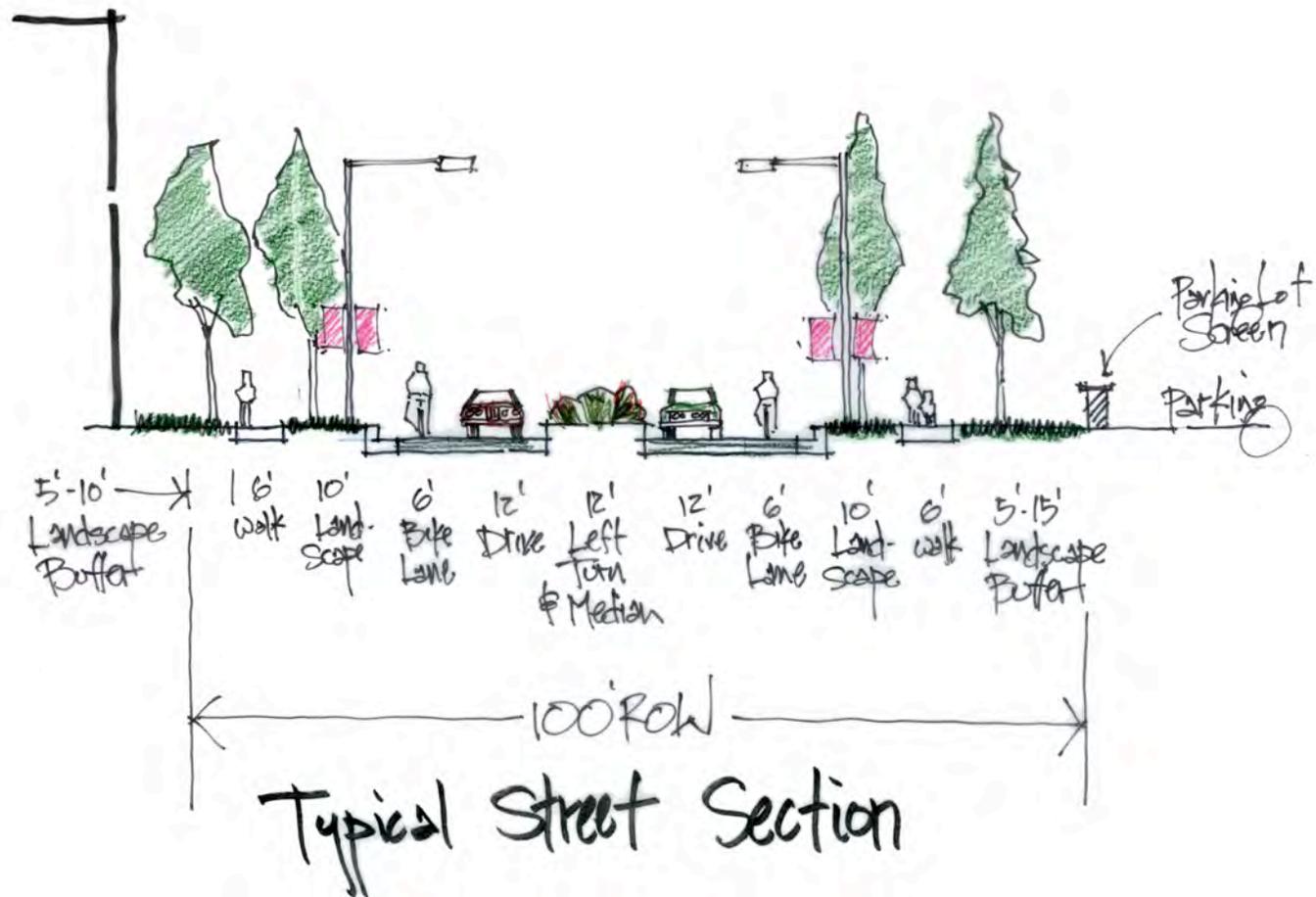
Goal 9: Encourage Environmentally Sustainable Practices in Design and Construction

- In addition to River protection and enhancement, encourage sustainable building materials, alternative energy sources, building orientation

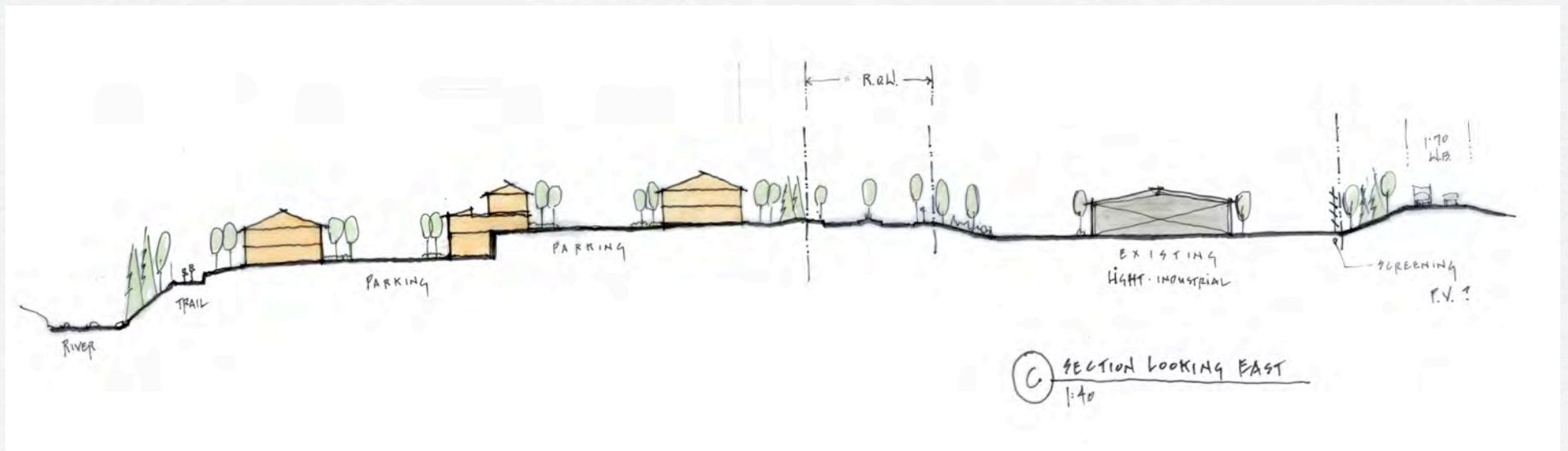
Entry Experience



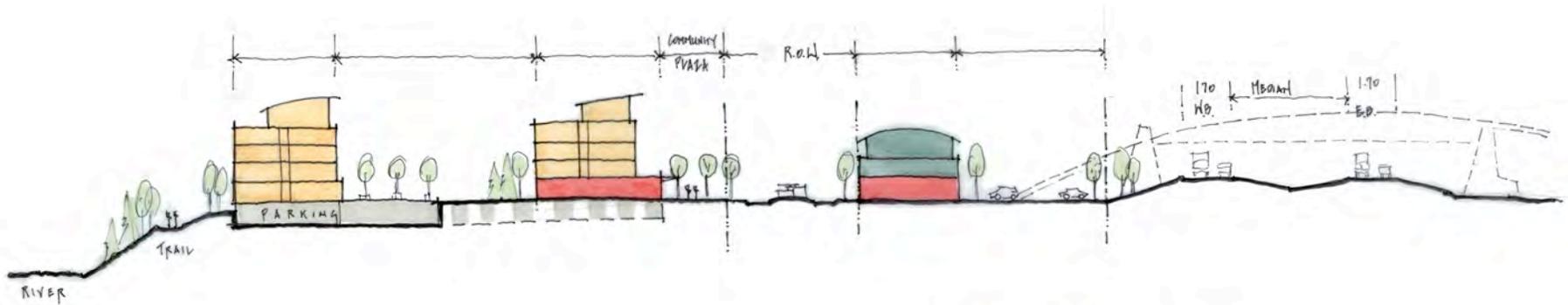
Typical Street Section



Section Looking East



Section Looking East



SECTION LOOKING EAST
1:40



Scot Hunn

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Dominic

Mauriello

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970.376.3318

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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 Commission Update
Date: March 31, 2011

3.23.11. Planning Commission Meeting

The Planning Commission voted unanimously to approve a single family residence at 251 Main Street. This is a use by right in the mixed-use zone of the Old Town Character Area. The applicant withdrew the original scheme that required multiple variances and included ground floor commercial space. The approved design conforms to all of the lot coverage, building height, setback and parking requirements of the zoning code. The applicant plans to begin construction later this spring.



Main Street



Boulder Street



Building Code Update

As requested, a copy of the proposed amendments to the 2009 building codes has been included with your packet. Please review for the 4/20/11 meeting when the building inspector will be present at a work session to discuss the proposed amendments. An ordinance to adopt the 2009 codes will be prepared for a public hearing for the same meeting. This ordinance will include the proposed amendments to the fire code that will govern open burning in the Town of Minturn.

ADOPTION OF THE FOLLOWING BUILDING CODES:

The 2009 edition of the International Building Code (IBC), including the generic fire resistive assemblies listed in the Fire Resistance Design Manual published by the Gypsum Association as referenced in the specified International Building Code, by reference.

The 2009 edition of the International Residential Code (IRC).

The 2009 edition of the International Plumbing Code, including current amendments adopted by the State of Colorado.

The 2009 edition of the International Mechanical Code.

The 2009 edition of the International Fuel Gas Code.

The 2009 edition of the International Energy Conservation Code.

The 2009 edition of the International Property Maintenance Code.

The edition of the National Electrical Code currently adopted by the State of Colorado.

RECOMMENDED AMENDMENTS TO THE CODES:

INTERNATIONAL BUILDING CODE (IBC) AMENDMENTS

THE INTERNATIONAL BUILDING CODE, 2009 EDITION, IS SPECIFICALLY AMENDED AS FOLLOWS:

Section 111.2 Certificate Issued. Section 111.2 Certificate issued shall be amended to read: Final Certificate of Occupancy Inspection approval shall be the Certificate of Occupancy.

This replaces several paragraphs of specific information that is included in a CO which has always been done. This leaves a bit more freedom to customize a CO as needed.

Section 419.2 Occupancies. Section 419.2 Occupancies add following sentence: "F and I occupancies shall not be permitted in a live/work unit".

Live/work units are new to the code. This enables someone to live upstairs from their business and not have to fulfill the requirements in the code that would otherwise need to be done in the business, or to protect a living unit from a commercial unit with appropriate fire separations. This amendment says that this concept is okay, but not for factories or institutional occupancies.

Section 1029 Emergency Escapes and Rescue. Section 1029 Emergency Escapes and Rescue: Amend to delete Exception 1.

This change takes out an exception that would not require buildings with fire sprinklers to have emergency egress. In other words, emergency egress is still required.

Section 1608.2 Ground Snow Loads. Section 1608.2 Ground Snow Loads is hereby deleted and replaced with the following: Snow loads for roofs and decks shall be 75 pounds per square foot.

Since we have 75 psf snow load listed in our municipal code we do not need the formulas and figures used in the code that determine the snow load.

Section 1809.5 Frost Protection. Section 1809.5 Frost Protection is amended by deleting Section 180.5 entirely and replacing with the following: Foundation walls, piers and other permanent supports of buildings and structures shall be protected from frost by the following method; Footings subject to frost shall have a minimum depth of 48" measured from finish grade to the bottom of the footing or the depth specified by the soils engineer of record.

This takes out a few exceptions for frost protection and makes it clear what buildings are required to have frost protected foundations in our area.

Section 1809.12 Timber Footings. Section 1809.12 Timber Footings: Delete Section. We don't allow timber footings in our area.

Section 2111.13 Exterior Air Intake. Section 2111.13 Exterior Air Intake is amended by adding the following: Outside combustion air intake shall be required for all gas-fired and wood burning fireplaces. Combustion air ducts shall be a minimum 26 gauge sheet metal for the portion of duct extending through the building on the outside of the fire-resistant shaft. Ducts extending from the fireplace and exiting directly to the outside without passing through any other portion of the building may be of any material permitted by the fireplace manufacturer or the International Mechanical Code. Fireplaces: Where dampers are required to be removed, clamped or welded open. Doors in front of fireplace openings are required.

This amendment makes the requirements for materials more specific and requires closable doors on undampened fireplaces to help prevent outside air from entering the building when the device is not in use.

Chapter 30 Elevators and Conveying Systems Section 3001.5 Fees. A fee for each permit and plan review shall be paid to the Northwest Colorado Council of Governments. The annual certificate of inspection will be administered by the certified elevator inspection agency. For permit applications and inspections contact Elevator Inspection Program at (970) 468-0295 Ext. 108.

This makes specific reference to the NCCOG requirements that we enforce in this area.

INTERNATIONAL RESIDENTIAL CODE (IRC) AMENDMENTS

THE INTERNATIONAL RESIDENTIAL CODE, 2009 EDITION, IS SPECIFICALLY AMENDED AS FOLLOWS:

Section R104.4 Inspections. Section R104.4 Inspections add the following paragraphs: A third party inspection by a certified log inspection agency shall be required of all structural members in log framed buildings. A letter from the log grading agency certifying log grades are in accordance with the plan specifications shall be required at, or prior to frame inspection. Elevators installed in all structures shall require a third party plan review and inspection by Northwest Colorado Council of Governments.

Adds better control of log construction and puts the NCCOG info in the Residential Code.

Section R301.2.3 Snow Loads. Section R301.2.3 Snow Loads is amended by adding the following paragraph: Snow loads for roofs and decks shall be 75 pounds per square foot.

Same amendment as was noted in the IBC.

Section R302.2.2 Townhouses. Section R302.2 Townhouses, add this sentence to the start of the Exception: When an approved fire sprinkler system is installed.

This keeps the fire rating requirements in place if a townhouse is not sprinkled. This code assumes that all townhouses are going to be sprinkled.

Section R313.2 One and two-family dwelling automatic fire systems. Section R313.2 One and two-family dwelling and townhouses built in compliance with the IRC, automatic fire systems to be amended as follows: Effective September 1, 2012, an automatic residential fire sprinkler shall be installed in one and two-family dwellings and townhouses built in compliance with the IRC.

This is the big one. This code says all one and two family dwellings are to be sprinkled starting January 1, 2011 and all town homes will be sprinkled starting immediately. This amendment bumps this back one year to give us all more time to figure out its impacts. (I think R313.1 will also have to be amended to add Effective September 1, 2012. . .) We need to look at this.

Section R403.1.4.1 Frost Protection. Section R403.1.4.1 Frost Protection is amended by deleting Section R403.1.4.1 entirely and replacing with the following: Foundation walls, piers, and other permanent supports of buildings shall be protected from frost by

the following method; footings subject to frost shall have a minimum depth of 48” measured from finish grade to the bottom of the footing or the depth specified by the soils engineer of record.

Same as the amendment in the IBC.

Section R403.2 Footings for Wood Foundations. Section R403.2 Footings for Wood Foundations is amended by adding the following: Foundations shall be designed by a registered Colorado Engineer or Architect and approved by the Geotechnical Engineer.

More specific language for our area.

Section R403.3 Frost Protected Shallow Foundations. Section R403.3 Frost Protected Shallow Foundations is amended by adding the following: Foundations shall be designed by a registered Colorado Engineer or Architect and approved by the Geotechnical Engineer.

Again, more specific language for our area.

Section R404.2 Wood Foundation Walls. Section R404.2 Wood Foundation Walls is amended by adding the following: Foundations shall be designed by a registered Colorado Engineer or Architect and approved by the Geotechnical Engineer.

Again, more specific language for our area.

Section G2425.8 (501.8) Equipment not required to be vented. Section G2425.8 (501.8) delete item #7.

The code allows certain gas room heaters to not be vented to the exterior of the home. These heaters work adequately at lower elevations, but not at higher elevations where the air is thinner. Because they can be hazardous, we amend this allowance out of the code.

INTERNATIONAL PLUMBING CODE (IPC) AMENDMENTS

No amendments recommended at a local level.

INTERNATIONAL FUEL GAS CODE (IFGC) AMENDMENTS

THE INTERNATIONAL FUEL GAS CODE, 2009 EDITION, IS SPECIFICALLY AMENDED AS FOLLOWS:

Section 303.3 Prohibited Locations. Delete Exceptions number 3 and number 4.

This disallows unvented room heaters in the IFGC.

Section 303.3 exceptions being deleted are:

3. A single wall-mounted unvented room heater equipped with an oxygen depletion safety shutoff system and installed in a bathroom provided that the input rating does not exceed 6,000 Btu per hour and the bathroom is not a confined space.

4. A single wall-mounted unvented room heater equipped with an oxygen depletion safety shutoff system and installed in a bedroom provided that the input rating does not exceed 10,000 Btu per hour and the bedroom is not a confined space.

Section 402.6.2 Liquefied Petroleum Gas Facilities and Piping. Section 402.6.2 add the following sentence: Liquefied petroleum gas facilities and equipment shall not be located in any pit or basement, under show windows or interior stairways, in engine, boiler, heater, or electric meter rooms. Add the following exception: equipment may be installed with an approved means of detection and removal of unburned liquid petroleum gas. A minimum 3" drain pipe to the exterior of the building, propane sensor and automatic safety shutoff shall be installed. The drain shall not be trapped and shall be protected from snow closure and rodents. When the above listed means cannot be achieved, an engineered mechanical exhaust system with a propane sensor, and an automatic safety shut-off, shall be required.

Because LP gas is heavier than air it will pool in a pit, such as a basement. The code now allows LP gas to be installed in a pit. This puts that exception back in.

Section 501.8 Equipment not required to be vented. Section 501.8 delete item No. 8. *The same as from section G2425.8 in the IRC.*

INTERNATIONAL MECHANICAL CODE (IMC) AMENDMENTS

No amendments recommended.

INTERNATIONAL ENERGY CONSERVATION CODE (IECC) AMENDMENTS

THE INTERNATIONAL ENERGY CONSERVATION CODE 2009 EDITION IS SPECIFICALLY AMENDED AS FOLLOWS:

Chapter 1. Chapter 1 Administration shall be deleted and chapter 1 of the IBC and IRC shall apply.

This seems to add continuity to the codes.

INTERNATIONAL PROPERTY MAINTENANCE CODE AMENDMENTS

NO AMENDMENTS RECOMMENDED.

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
Mayor Pro Tem – George Brodin
Councilmember – Shelley Bellm
Councilmember – Earle Bidez
Councilmember – Jerry Bumgarner
Councilmember – Aggie Martinez
Councilmember – John Rosenfeld

To: Mayor Flaherty and Minturn Town Council
From: Jim White, Town Manager
Date: March 31, 2011
Re: Manager’s Report for the April 6, 2011 Town Council Meeting

Governor Hickenlooper Visits Minturn

On Thursday, March 31, 2011, we were honored to have Governor John Hickenlooper arrive at Minturn’s Town Hall for a town meeting. He specifically requested to talk about our downtown revitalization efforts, including the improvements to our infrastructure, imminent Town signage, and the influx of eight to ten new businesses in the past eighteen months. He also made a special request to ride on the Eagle County Transit bus. Governor Hickenlooper has challenged all counties throughout Colorado to create consolidated economic development plans.

Eagle County/State Land Board/USFS Consider Land Swaps

We have rekindled the prospect of purchasing the property in Minturn commonly referred to as the Bone Yard. We are working in conjunction 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 as well as USFS staff contract hours. Eagle County Commissioner Jon Stavney has been instrumental in assisting with this project.

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 on Thursday, March 31, 2011 from 5:00pm to 7pm 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 has been provided to the Town Council and will be discussed beginning with the May 4, 2011 Town Council meeting.

Signage

Town staff will continue working on the construction and final design elements of the entryway sign. Installation is planned in the early summer 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. Responses to the EPA are required by the fall of 2011. We will continue to strategize with Battle Mountain Development to represent our areas of interest, individual and collective.

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 Minturn Town Council meeting on May 4, 2011 to begin formal franchise renewal discussions.

Annual Town Clean Up Day

The Town of Minturn will hold its Annual Town Clean Up Day this year on Saturday, May 14, 2011. The Municipal Lot will be the designated drop off site. Arrangements are being made for special pick-ups for seniors and those with disabilities who need assistance.

Colorado Department of Public Safety Audit

The Colorado Bureau of Investigation (CBI) through the Colorado of Public Safety reported that the Town of Minturn's record keeping, consistent with current Colorado Crime Information Center (CCIC) and National Crime Information Center (NCIC), has passed the preliminary audit. The CBI is pleased to report that the information provided by the Town of Minturn shows all policies and practices are in compliance with CCIC and NCIC policies regarding use and submission of records. Lisa Osborne is responsible for these efforts and her efforts are both recognized and commendable!

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.

New Executive Director to the Minturn Community Fund Minturn Community to Gain Better Access to Resources Online



Jodi Born, Executive Director

Minturn, CO, Mar. 24, 2011 - The Minturn community can learn about community events online-and how to get the help they need-even more easily. The new Executive Director, **Jodi Born**, will begin work at the **Minturn Community Fund** and will be updating the online presence of the fund as well as continuing to find new ways to connect the community face to face.

In her new job, **Jodi Born** will review the office's operations and make recommendations as to how best to improve services/events for the community. She will also spearhead a public relations effort to communicate directly with people online and offer regular office hours for people to stop in with their ideas to help the community. This effort will let those in the community know what services are

available, community events scheduled and how they can help support the fund.

"The Minturn community is growing and changing, and many people in our neighborhood could benefit greatly from our efforts-if only they knew how we could help each other," said **Andrew Kaufman**, President of the Board of Directors for the **Minturn Community Fund** and owner of the **Minturn Saloon**. "**Jodi** is just the person we need to share our message with the entire Vail Valley. By hiring her, we hope to greatly improve the quality of life for the community."

Jodi Born brings to the **Minturn Community Fund** fifteen years of experience in customer service with ten years managing and supervising personnel and projects. Previously, as the Director of Member Services at the Northwest Valley Chamber of Commerce, she started a women in business conference and drove fundraising, marketing and tourism efforts with six major community events that served and reached the population and businesses of five communities. **Jodi** also holds the position of Creative Director for **Mobloggy**, where she develops and implements online social media marketing campaigns. Jodi replaces **Maren Lantzy**, Special Events Coordinator for **Can Do Multiple Sclerosis**. Maren has agreed to continue with the Minturn Community Fund as their newest Board Member.

About Minturn Community Fund

The Minturn Community Fund exists to connect people, to enhance lives and to preserve Minturn's authentic community. Through the organization's work, Minturn will be a healthy, vibrant and authentic community that meets the challenge of change while preserving its rich history and small town character. The Minturn Community Fund is a Colorado 501(c)3 non-profit organization. Donations made to the Minturn Community Fund are tax-deductible.

Contact:

970.306.4284

info@minturncommunityfund.org

www.minturncommunityfund.org

Find us on Facebook 

Follow us on 

Make A Donation

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



TOWN COUNCIL
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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: April 6, 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 second 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: April 6, 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 second 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
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Phone: 970-827-5645
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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: April 6, 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 second 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 affective 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: April 4, 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 second 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: April 6, 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

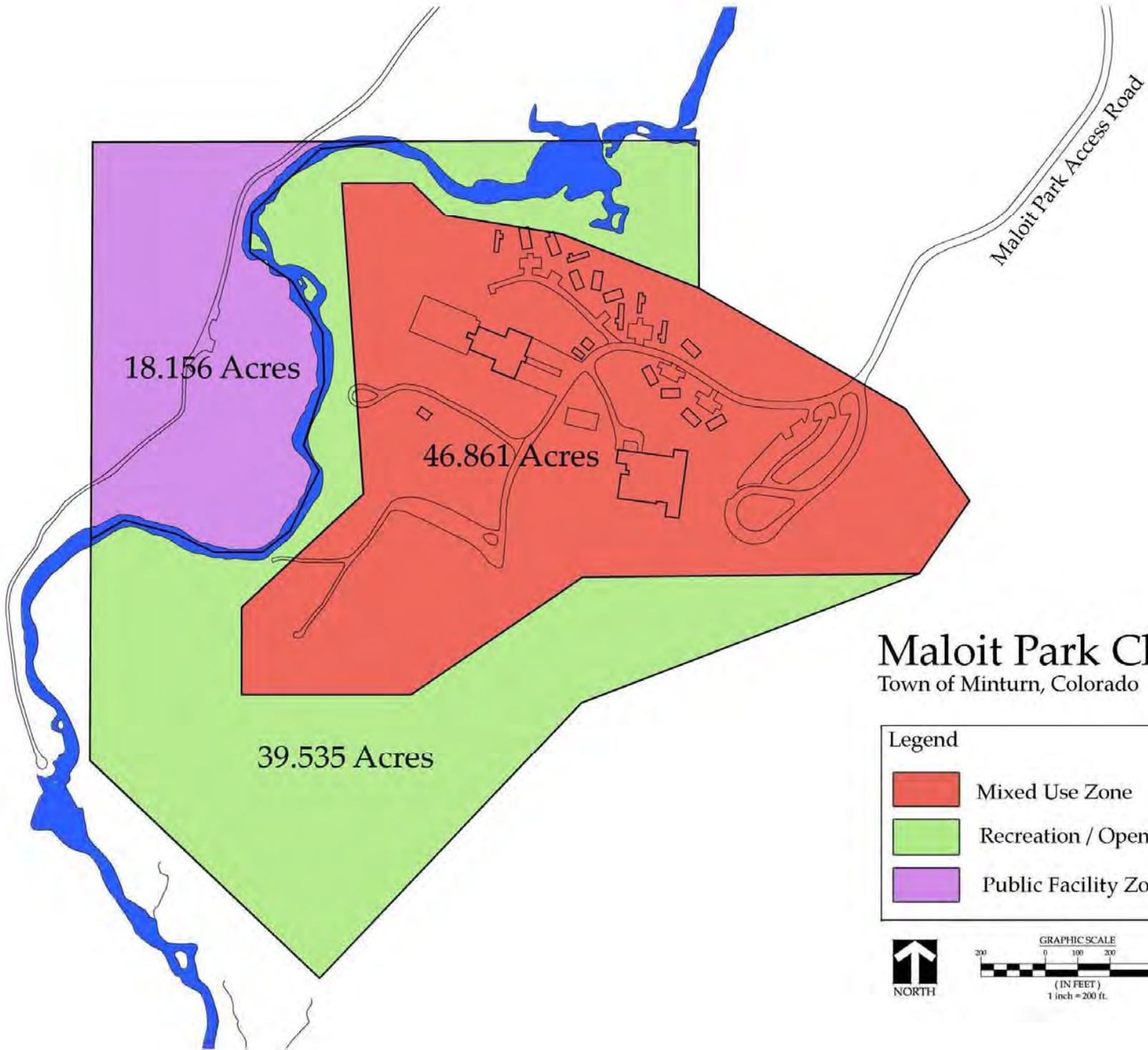
Respectfully Submitted

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

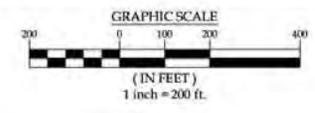


Maloit Park Character Area

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 land use term community-oriented building, facility or use, as stated in the Maloit Park Character Area Use Table, is defined as follows: *A predominantly non-commercial use established primarily for the benefit and service of the general public or the community in which it is located. Such facilities include, but are not limited to: community centers; art/performing arts or cultural centers, libraries, museums and other similar uses;* 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>
	Mixed Use	5,000	50	40	20	10	5	C.C= 50
Maloit Park	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	
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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. Section 16-2-20 of the Municipal Code of the Town of Minturn is amended by the addition of a definition for community-oriented building, facility or use as follows: “A predominantly non-commercial use established primarily for the benefit and service of the general public or the community in which it is located. Such facilities include, but are not limited to: community centers; art/performing arts or cultural centers, libraries, museums and other similar uses”.

SECTION 3. 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 4. 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 5. 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.

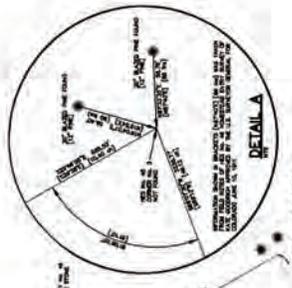
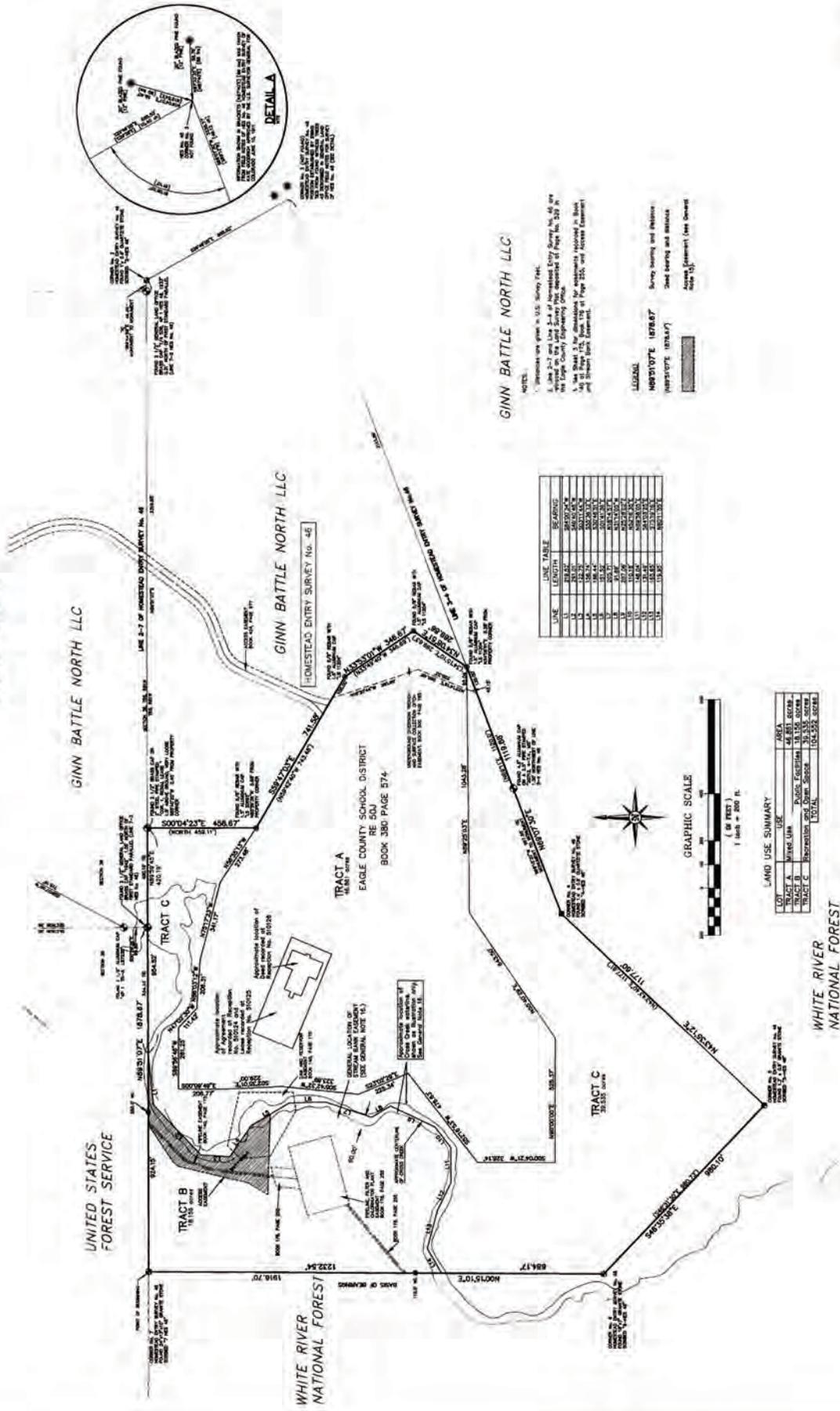
Mayor

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. This survey was made in U.S. Survey Feet.
 2. Line 2-1 was the line 2-4 of Aggregated Entry Survey No. 48 as shown on the map of the same survey as recorded at Page 10, 121 of the Eagle County Engineering Office.
 3. The State of Colorado has approved the measurements shown in Block 1 and 2 of this survey as shown on the map of the same survey as recorded at Page 122, with Access Easement and Easement for Utility Lines.

LINE	LENGTH	BEARING
1-1	10.00	S89°00'00"W
1-2	10.00	S00°00'00"W
1-3	10.00	S89°00'00"E
1-4	10.00	S00°00'00"E
1-5	10.00	S89°00'00"W
1-6	10.00	S00°00'00"W
1-7	10.00	S89°00'00"E
1-8	10.00	S00°00'00"E
1-9	10.00	S89°00'00"W
1-10	10.00	S00°00'00"W
1-11	10.00	S89°00'00"E
1-12	10.00	S00°00'00"E
1-13	10.00	S89°00'00"W
1-14	10.00	S00°00'00"W
1-15	10.00	S89°00'00"E
1-16	10.00	S00°00'00"E
1-17	10.00	S89°00'00"W
1-18	10.00	S00°00'00"W
1-19	10.00	S89°00'00"E
1-20	10.00	S00°00'00"E

LOCAL
 HRS1070E (S78.67)
 HRS1070E (S78.67)
 HRS1070E (S78.67)



LAND USE SUMMARY
 (OF 100%)

LOT	AREA	USE
TRACT A	48,851 ACRES	MIXED USE
TRACT B	13,115 ACRES	PUBLIC FORESTLAND
TRACT C	10,522 ACRES	PROPOSED RESIDENTIAL
TOTAL	72,488 ACRES	

WHITE RIVER NATIONAL FOREST

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		