



2011

Minturn Council Meeting

Wednesday January 5, 2011

Regular Session:
(Town Center)

6:00pm

Council Goals:

TOP FIVE COUNCIL PRIORITIES:

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



Agenda

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

Wednesday January 5, 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 5:00 p.m., Monday through Friday, excluding holidays.

Regular Session – 6:00pm

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

EXECUTIVE SESSION

- 2. Executive Session - Pursuant to CRS 24-6-402(4)(b) for purposes of discussing the Maloit Park Annexation Agreement. (60 min)**

pg 1

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

Regular Session – 7:00pm

4. Call to Order

- c. Roll Call
- d. Pledge of Allegiance

5. Approval of Agenda

- Items to be Pulled or Added

6. Approval of Minutes and Action Report

- December 15, 2010 pg 2
- Action Item Report pg 7

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

8. Special Presentations/Citizen Recognition

9. Town Manager's Report pg 8

10. Town Council Comments

PUBLIC HEARINGS AND ACTION ITEMS

11. Discussion/Action – Xcel Energy – White (10 min) pg 52

12. Discussion/Action – Vail Ski & Snowboard Academy– White (10 min) pg 53

13. Discussion/Action – Resolution 1 – 2011 – A Resolution setting the official posting sites for the Town of Minturn – Brunvand (15 min) pg 54

FUTURE AGENDA ITEMS

14. Next Meeting

- Discussion/Action – Resolution establishing annexation eligibility of the Eagle County School District Maloit Park Parcels No. 1 & 2 – Cerimele (15min each) 1/1/19
- Downtown Colorado Inc Plan & Community Revitalization Plan. – 1/19/11 Work Session – Cerimele (30 min)

15. Future Meeting

- Discussion/Action – General Improvement District Audit Exemption – 2/2/11 – Brunvand

16. Set Future Meeting Dates

a) Council Meetings:

- January 19, 2011
- February 2, 2011
- February 16, 2011

b) Planning & Zoning Commission Meetings:

- January 12, 2011
- January 26, 2011
- February 9, 2011

c) Other Dates:

- January 17, 2011 – Town Hall Closed (Martin Luther King, Jr)

17. Adjournment



TOWN OF MINTURN
P.O. Box 309 (302 Pine Street)
Minturn, Colorado 81645-0309
970-827-5645 Fax: 970-827-5545
treasurer@minturn.org

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

MEMORANDUM

TO: Minturn Town Council
FROM: Jay Brunvand, Treasurer/Clerk
CC:
DATE: Tuesday, December 28, 2010
RE: Executive Session

At tonight's meeting the Council will need to convene in Executive Session with the Town Attorney(s) to discuss the submitted Eagle County School District Maloit Park Annexation request. The following motion is recommended:

"Recommended motion: "I move to convene in Executive Session Pursuant to CRS 24-6-402(4)(b) for the purpose of discussing the submitted Eagle County School District Maloit Park Annexation request."

The Mayor will announce for the record if any decision is to be made as a result of the Executive Session once the Regular Session meeting reconvenes.

Please contact me in the event you have any questions.

Thank You, Jay



Official Minutes

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

Wednesday December 15, 2010

Work Session – 5:45pm
Regular Session – 6:30pm

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

Town Administrator – 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 – 4:30pm, Monday through Friday, by contacting the Town Clerk at 970/824-5645 302 Pine St. Minturn, CO 81645

Work Session – 5:45pm

- **Discussion of Fire Pits - Cerimele**

Regular Session – 6:30pm

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

The meeting was called to order by Mayor Flaherty at 6:37 pm.

Those present included: Mayor Hawkeye Flaherty, Mayor Pro Tem George Brodin, Council Members Shelley Bellm, Jerry Bumgarner, John Rosenfeld, and Aggie Martinez. *(Note: Earle Bidez was absent, excused)*

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

EXECUTIVE SESSION

2. Executive Session - Pursuant to CRS 24-6-402(4)(e) for purposes of discussing candidates and contracts regarding the appointment of a Municipal Prosecuting Attorney

Motion by Shelley B., second by John R., to convene into Executive Session Pursuant to CRS 24-6-402(4)(e) for the purposes of discussing candidates and contracts regarding the appointment of a Municipal Prosecuting Attorney. All voted in favor. *(Note: Earle Bidez was absent, excused)*

3. Executive Session – Action by Council or Direction to Staff as a result of the Executive Session

Direction to Staff to amend contract as discussed and permission for Town Manager to sign contract.

4. Approval of Agenda

- Items to be Pulled or Added

Motion by George B., second by Shelley B., to approve the agenda as presented, all voted in favor. *(Note: Earle Bidez was absent, excused)*

5. Minturn Liquor Authority

- Kirby Cosmo's BBQ, Hotel/Restaurant Liquor License annual renewal; 474 Main Street; Michael Deutschman, Owner, Mark Tamberino, Manager

Motion by George B., second by Shelley B., to approve the Kirby Cosmo's BBQ, Hotel/Restaurant Liquor License annual renewal; 474 Main Street. All voted in favor. *(Note: Jerry B. recused himself due to a conflict of interest and Earle B. was absent, excused)*

6. Approval of Minutes and Action Report

- December 1, 2010
- Action Item Report

Motion by John R., second by Aggie M., to approve the minutes as presented, all voted in favor. *(Note: Shelley B., and Jerry B., abstained as they were absent from the December 1, 2010 meeting and Earle Bidez was absent, excused)*

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

8. Special Presentations/Citizen Recognition

9. Town Manager's Report (include)

Minturn Middle School/Future Uses

Several entities have expressed interest in the prospect of developing a joint education and training facility at Minturn Middle School. The premise is that there may be joint community uses of the facility following the closure of the Middle School at its present location.

The school district is planning to send out an RFP on December 15, 2010 to consider reuse or re-purposing of the existing facility and grounds. Any parties interested in potential future uses of the building or grounds can contact the school district directly or may also contact the Town Manager in Minturn at 970-390-5102.

Radio Tower Contract

A law suit has now been filed to resolve payment with Pilgrim Communication for all payments, and late fees that are in arrears. Further legal action will be pursued by our Town attorney, as necessary.

Water Leaks

Two water leaks were repaired in early December (one on Taylor Street and the other at Maloit Park). Though they were obviously independent from one another, each had similar characteristics. Per my discussions with Arnold Martinez in Public Works, the winter does seem to have an adverse impact on our old lines (over 30+ years old). The other thing is: we have old flare fittings in many places in Town...and that was the case on Taylor, as well as at Maloit Park.

The Maloit Park repair required the Middle School to be closed for one day. Notification was given to school officials and area residents well in advance. Communication continued throughout the course of the repair.

Now the new technology is to have compression fittings, which we are installing whenever we make repairs. They are more durable. We will order parts to have on hand to help with repairs needed in the future.

Police Radio Grant

The Town of Minturn was approved for grant funding in the amount of \$8908.00 to purchase mobile radios. Our current radios are analog and 15 years old. These radios are in need of upgrade to digital to continue operation in the county wide system. We were approved for full funding requested, which will allow us to purchase 3 mobile radios. This does not cover installation costs however that should be minimal.

Battle Mountain Update

Dave Kleinkopf, Battle Mountain Development, came to the last Town Council meeting to provide an updates on the activities related to the Battle Mountain development. Following up on Minturn's commitment to stay in touch with Red Cliff regarding the Battle Mountain

Development, I have contacted Ramon Montoya, Mayor of Red Cliff to offer him a brief review of the comments made by Mr. Kleinkopf.

Signage

Staff is continuing to work with the USFS on written justification needed to complete the 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 over the winter in anticipation of installation in the spring.

ECO Transit Bus Schedule Published

After complaints were raised related to the cost of the transfer at Dowd Junction, Jeff Wentzel of ECO Transit did come to Minturn to discuss the issues. Subsequently, ECO Transit opted to set the transfer fee at \$1 beginning on January 1, 2011.

Minturn Town Hall is an ECO Transit Bus Pass sales location. For complete information go to www.minturn.org, call 970.827.5645 or visit the Town offices at 302 Pine Street.

Minturn Winter Parade

Saturday, December 18, 2010, Little Beach Park to the Turntable.

Vail Valley Partnership

Recently, Vail Valley Partnership convened a meeting of interested parties throughout Eagle County to engage in planning a consortium to establish a centralized ability to coordinated County wide sporting events planning. Another meeting was held on December 8, 2010 to discuss process, a master calendar, associated start up costs, and steps that can be taken to initiate this project. Vail Valley partnership has offered to serve as the lead in getting this started. More than 30 people have attended each of the first two meetings.

Merry Christmas and Happy New Year

As this will be our last meeting in 2010, we want to wish everyone Merry Christmas and Happy New Year! We hope you are able to join in the activities available in Town and in our region over the holidays and extend our hope that you have a very safe and enjoyable holiday season with your friends and family!

10. Town Council Comments

Aggie M., thanked the Public Works Crew for their removal of snow in south Minturn.
John R. thanked everyone in Town for the festive lights adorning homes and businesses.

PUBLIC HEARINGS AND ACTION ITEMS

11. Discussion/Action – Town Council direction regarding the appointment of a Municipal Court Prosecutor and ratification of contract – White (10 min)

Motion by George B., second by Aggie M., to authorize the Town Manager to amend and sign the contract. All voted in favor. (Note: Earle Bidez was absent, excused)

FUTURE AGENDA ITEMS

12. Next Meeting

- Discussion/Action – Resolution ____ – 2011 – A Resolution setting the official posting sites for the Town of Minturn – Brunvand (15 min)
- Maloit Park Annexation Update – Executive Session – Boots Ferguson

13. Future Meeting

- Discussion/Action – Ordinance ____ – 2010 (First Reading) – An Ordinance to adopt Building Codes – 1/19/11 work session and council meeting – Cerimele (15min)
- Discussion/Action – Resolution establishing annexation eligibility of the Eagle County School District Maloit Park Parcels No. 1 & 2 – Cerimele (15min each) 1/19/11
- Review Downtown Colorado Inc Plan & Community Revitalization Plan. – 1/19/11 Work Session – Cerimele (30 min)
- Discussion/Action – General Improvement District Audit Exemption – 2/2/11 – Brunvand

14. Set Future Meeting Dates

a) Council Meetings:

- January 5, 2011
- January 19, 2011
- February 2, 2011

b) Planning & Zoning Commission Meetings:

- December 22, 2010 – Cancelled
- January 12, 2011
- January 26, 2011

c) Other Dates:

- December 24, 2010 – Town Hall Closed (Christmas)
- January 3, 2011 – Town Hall Closed (New Years)

15. Adjournment

Motion by Shelley B, second by John R., to adjourn at 7:25pm. All voted in favor. (Earle B., absent, excused)

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: January 5, 2011
SUBJECT: Status of Action Items from Town Council Meetings

Action Item	Responsible Party	Progress Report
Water Plant Land Deed: Work with Eagle County School District. Water plant is occupying Maloit Park. Town entry sign: Requirements with USFS being resolved	White/Christensen White/Brodin	Public hearing on a Resolution establishing eligibility for annexation scheduled for January 19, 2011 meeting. Continuing to modify & review design. Reviewing USFS Special Use Permit guidelines a template has been created. Met with local architect to review design.
Draft open burning regulations as an amendment to the 2009 International Fire Code.	Cerimele	Changes from Dec 15 th Council Meeting incorporated in draft report. 01/05/2011

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: December 29, 2010
Re: Manager's Report for the January 5, 2011 Meeting

Minturn Middle School/Future Uses

Several entities have expressed interest in the prospect of developing a joint education and training facility at Minturn Middle School. The premise is that there may be combined or shared community uses of the facility following the closure of the Middle School at its present location.

The school district sent out an RFP on December 15, 2010 to consider re-purposing ideas for the school. Subsequently, all interested parties were required to attend a site visit on December 20, 2010. The RFP proposals are due on January 13, 2011. Several entities may join together to make a proposal, or individual proposals may also be submitted.

Aldo Radamus of Ski Club Vail will be present at tonight's meeting to discuss the interests of the club at the middle school site.

Radio Tower Contract/Legal Action

A law suit has now been filed to resolve payment with Pilgrim Communication for all past due payments, and late fees. The court date has been set for Friday, January 7, 2011 at the Eagle County District Court in Eagle, Colorado.

Goal Setting

Staff is requesting direction to re-visit our goal setting session to refine our top five goals for 2011. We would like to hold this session in January 2011 if possible.

GreenPort Sustainable Communities

The Town recently received an update from the GreenPort Sustainable Communities, Inc. identifying the efforts made since the previous presentation at the Minturn Town Council. GreenPort is a project proposing a 65 mile, Rail-Rapid Transit System from Dotsero to Minturn, leasing Union Pacific Railroad track. It includes a number of Residential Villages along the transit corridor. Finally, a set of new energy and environmental initiatives for both the Transit System and the Residential Villages would feature renewable energy at lower cost. A copy of the two page report is included in the Town Council packet.

12/29/2010

Signage

No new developments have taken place over the holiday season. Staff is continuing to work with the USFS on written justification needed to complete the 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 over the winter in anticipation of installation in the spring.

Vail Valley Medical Center

A request for a donation was sent to the Mayor and Town Council from the Vail Valley Medical Center. A copy of the request was placed in your mailboxes.

Prosecuting Attorney Contract

The contract with Christian Caslin to serve as prosecuting attorney 2011 for the Town of Minturn has been completed and signed, as per the stipulations articulated by the Town Council. The contract begins in January 2011. Current prosecutor, Allen Christiansen, will continue as prosecuting attorney to close out cases in which he is presently involved.

Eagle County Commissioners

In December 2010, the Eagle County Commissioners notified the Town of Minturn that it could request \$500 to be applied to a community event in 2011. Subsequently, we wrote a letter to the Board of County Commissioners thanking them for their offer. Additionally, we requested that the \$500 be applied to our Independence Day celebration and Parade in 2011. A copy of the letter was placed in your mailboxes.

Post Office Box 309
302 Pine Street
Minturn, CO 81645
Phone: 970-827-4272
Fax: 970-827-7420



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

To: Minturn Town Council
Cc: Jim White, Town Manager
From: Chris Cerimele, Town Planner
Re: Recreation Fires – Outdoor Burning
Date: December 30, 2010

The following draft of the outdoor burning regulations incorporates comments made at the December 15th Town Council meeting. The strike-through text reflects verbiage that has been deleted. ~~Text is underlined with red text. Please review and provide any comments by 1/10/11. Comments should be typed with the 2009 Building Codes.~~

*Behind
Jim's
Manager's
Report*

307.1 General. A person shall not burn unless conducted as follows:

307.1.1 Prohibited burning. Burning of smoke or odor emissions which shall be prohibited. Open burning of other petroleum based products, plastics, tree limbs and leaves.

307.2 Permit required. A permit shall be required for burning using a charcoal burning device. All permits shall require a site inspection.

307.2.1 Extinguishment Authority. The Eagle River Fire Protection District and Minturn Police Department are authorized to order the extinguishment of any recreational fire that by the permit holder of open burning which creates or adds to a hazardous or objectionable situation.

307.3 Location. The location for recreational fires shall not be less than five twenty-five (25.5) feet from any property line structure.

Exception:

1. Fires in approved containers that are not less than fifteen (15) feet from a structure.

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307.3.1 Fires within the 30' river setback. No recreational fires shall be permitted within 30' of the high water mark of any live stream in the Town of Minturn. Portable cooking devices may be used in this area; however, the dumping of ash in the river or setback area is prohibited.

307.4 Attendance. Recreational fires and portable outdoor fireplaces shall be constantly attended until the fire is extinguished. A minimum of one portable fire extinguisher complying with Section 906 with a minimum 4-A rating or other approved on-site fire extinguishing equipment, such as dirt, sand, water barrel, garden hose or water truck, shall be available for immediate utilization.

307.5 Additional Requirements. The following restrictions shall apply to all recreational fires and portable outdoor burning devices:

1. ~~No burning shall take place before the hours of 12:00 p.m. or after 11:00 p.m. All recreational fires shall be extinguished no later than 11:00 pm.~~
2. ~~No burning shall occur for a duration of more than 3 hours.~~
- 3-2. No recreational fire shall exceed three feet in diameter or two feet in height.
- 4-3. Only natural wood which has not been painted, varnished or coated with a similar material, has not been pressure treated with a preservative and does not contain resins or glues as in plywood or other composite wood products shall be used for a recreational fire.

Final Draft

Section 307

Recreational Fires

307.1 General. A person shall not kindle or maintain or authorize to be kindled or maintained any open burning unless conducted in accordance with this section.

307.1.1 Prohibited burning. Outdoor burning that will be offensive or objectionable due to excessive smoke or odor emissions when atmospheric conditions or local circumstances make such fires hazardous shall be prohibited. Open burning of rubbish containing paper products, garbage, solid waste, rubber or other petroleum based products (including tires), building material, roofing material, animal carcasses, plastics, tree limbs and leaves, and lawn clippings shall be prohibited.

307.2.1 Extinguishment Authority. The Eagle River Fire Protection District and Minturn Police Department are authorized to order the extinguishment of any recreational fire that creates or adds to a hazardous or objectionable situation.

307.3 Location. The location for recreational fires shall not be less than five (5) feet from any property line.

307.3.1 Fires within the 30' river setback. No recreational fires shall be permitted within 30' of the high water mark of any live stream in the Town of Minturn. Portable cooking devices may be used in this area; however, the dumping of ash in the river or setback area is prohibited.

307.4 Attendance. Recreational fires and portable outdoor fireplaces shall be constantly attended until the fire is extinguished. A minimum of one portable fire extinguisher complying with Section 906 with a minimum 4-A rating or other approved on-site fire extinguishing equipment, such as dirt, sand, water barrel, garden hose or water truck, shall be available for immediate utilization.

307.5 Additional Requirements. The following restrictions shall apply to all recreational fires and portable outdoor burning devices:

1. All recreational fires shall be extinguished no later than 11:00 pm.
2. No recreational fire shall exceed three feet in diameter or two feet in height.
3. Only natural wood which has not been painted, varnished or coated with a similar material, has not been pressure treated with a preservative and does not contain resins or glues as in plywood or other composite wood products shall be used for a recreational fire.

From: the Principals of GreenPort Sustainable Communities, Inc.

18 Dec. 2010

To: Eagle County Government Entities: Town of Minturn; Town of Vail; Homeowners Association of Eagle-Vail; Town of Avon; Beaver Creek Resort Company; Edwards Association of Metropolitan Districts; Town of Eagle; Town of Gypsum; Eagle County Commissioners

During May-July, 2010, the **GreenPort Sustainable Communities Inc.**, not-for-profit organization, had formal meetings with Town Councils, Commissioners and Community Associations to outline a proposal with recommendations to develop a Vail Valley-wide **GreenPort Economic Development Corridor**.

There were 3 components to this proposal (1) a 65 mile, new Rail-Rapid Transit System from Dotsero to Minturn, leasing Union Pacific track (2) a number of new Residential Villages along the Transit path to provide quality and sustainable Workforce Housing and (3) an set of new energy and environmental initiatives for both the Transit System and Residential Village components that would feature renewable energy at lower cost. A start-up, non-profit organization, GreenPort Sustainable Communities Inc. www.greenportcolorado.org was formed to lead this initiative. Private funding, at over \$500,000, has been spent to develop a conceptual framework, to solicit support from Vail Valley towns and communities and State of Colorado agencies, and to write two proposals for Grants.

GreenPort asked for a formal vote of support from each local government entity. All responded positively with unanimous votes!

GreenPort outlined the case of "Why not Try?" the complex process of soliciting Federal Grants and writing Proposals?

GreenPort next needed State support to have a chance for obtaining Federal and/or Private Sector funding.

As briefed to each government entity, a first stage in the process was to ensure that this "economic development" concept had local community support, as a baseline, to solicit necessary State support from the Governors' Transportation, Economic and Energy departments. By June of 2010 all Towns, and most communities, had formally voted a Resolution to support GreenPort going forward.

In Net,

- ❖ *the GreenPort Economic Development Corridor concept did receive general and specific State support.*
- ❖ *additional engineering resources were obtained through a GreenPort partnership with an international Architectural and Engineering firm. Parsons-Brinckerhoff, Inc.*
- ❖ *two Grant opportunities were identified and Proposals submitted.*

This is a report of what progress has been made and where the initiative stands today. This report is summarized by each of the major challenges that the GreenPort organization embarked upon.

Identification of Two Grant Opportunities and Submission of Proposals

I-Three Federal Agencies formed a Sustainability Consortium, i.e. HUD, DOE and DOT, and issued a Request for Grant Proposals. The Eagle County Housing Department, with the support of Towns and GreenPort, did submit a proposal in Sept. 2010, requesting \$2.4million for both a Senior Care Facility and funding for sustainable community planning i.e the GreenPort vision. It was required that the Grant Request submissions be made by an official governmental organization, and therefore GreenPort was not able to lead the proposal. GreenPort, however, was successful in obtaining a national, very experienced private sector firm- **Parsons Brinckerhoff Inc.** to offer assistance to Eagle County. Parsons Brinckerhoff has an excellent national reputation for rapid transit system work and development of sustainable communities.

STATUS: Eagle County has not informed GreenPort of the award decision, but informal checking by GreenPort indicates that this bid was declined. The status of similar bids submitted by Denver and rural counties is not known.

II-GreenPort independently submitted a Grant Proposal to a U.S. stock trading organization that has unique IRS tax benefits for contributions to "public works". A proposal for a full GreenPort project was submitted for \$782,000,000.

STATUS: GreenPort has been notified that it is one of two finalists, and that, the award decision will be no earlier than Feb. 2011.

State of Colorado Support (formal letters attached)

- 1-Russell George, Executive Director of Colorado Department of Transportation, with the support of the Department of Transportation Planning-Jennifer Finch
- 2-Don Marostica, Executive Director of the Colorado Office of Economic Development

- 3-Tom Plant, Executive Director of the Colorado Office of Energy
- 4-National Renewable Energy Laboratory, Golden, Colorado
- 5-Jim Isgar, Colorado Director, Department of Agriculture
- 6-Senator Bennett, Colorado
- 7-Al White, Colorado Republican Senate Representative
- 8-Christine Scanlan, Colorado Democratic House Representative and Governor-elect Special Liaison to House and State Legislators
- 9- Cliff Eby, former Administrator, U.S. Department of Transportation, Federal Transportation Administration

Union Pacific Railroad (UPRR)

1-GreenPort uncovered that UPRR and a new ski resort developer had jointly funded a major study (2007-2008) of track upgrade feasibility from Minturn to Eagle County Airport. UPRR negotiations were positive until the current economic downturn, and a subsequent down sizing of the private sector company.

2-GreenPort had discussions with the UPRR regional VP and was provided the current UPRR guidelines for economic and operations criteria for business proposals. GreenPort evaluated the criteria and developed a preliminary business proposal.

3-An "informal" meeting was held with the current CEO of UPRR in Omaha, with a general outline of the GreenPort Project presented. The CEO acknowledged he was informed of the Project, but advised a delay in any formal GreenPort proposal, or contact with the UPRR Board of Directors, pending other current UPRR issues.

STATUS: no further UPRR interactions until success in the award of the remaining Grant Proposal

Additional Private Sector Support to GreenPort

1-A commitment of engineering support to the GreenPort Program was received from the international firm Parsons-Brinckerhoff Inc. (www.PBWorld.com), to include proposal strategy and writing support from the Denver Office to the Eagle County Housing Directorate, who submitted the HUD-CDOT-EPA proposal in September 2010. PB World is currently a 2009-10 participant in successful sustainable cities architectural design awards, as well as, transportation planning awards for high speed rail-Federal and State stimulus funding. In addition, the Denver office has made an alternate Bus Rapid Transit concept proposal to GreenPort that utilizes the Colorado Highway 6, Eagle County roadway. A fixed guide way technology has been outlined as a very attractive and less costly alternative to the Rail Commuter Line.

2-With DOE-National Renewable Energy Laboratory support, GreenPort shared planning factors with a Colorado geo-thermal company, who was recently awarded an \$8m contract for drilling in Colorado, to include a very promising Eagle County area of attractive geo-thermal reservoirs. If the drilling has positive heat and capacity measurements, a capacity for an Eagle-County wide District Geothermal Plant would be economically feasible. Drilling is currently underway, and, a proposal to the Eagle County and a proposal to the Eagle County Commissioners were made.

STATUS: Where does the GreenPort Program stand?

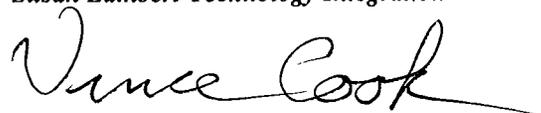
With one Proposal remaining for award decision, GreenPort is in a stand-by mode. To proceed, it is necessary to now receive outside capital and funding. The initial private sector expenditure of over \$500k was understood and was necessary as "seed" funding.

GreenPort has not returned to the local governments to solicit the previously recommended funding support at \$10-15k each. Our view is that we will "not" ask for the local funds (1) because of local economic conditions, and (2) the view that such funds should only be solicited when the GreenPort Program is on a long term, funded track.

We are convinced the GreenPort Program was well conceived. The addition of private sector partners, and the approvals from the local communities and the State, have further added to that confidence.

***The right spirit of public service is to try, and, to give it your best.
The 3 Principals of GreenPortColorado.org Thank You for your help and wish all a warm Holiday Greeting.***

***Vince Cook-Program Management;
Ross Graves- Planning;
Susan Lambert-Technology Integration***



STATE OF COLORADO

Colorado

Office of Economic
Development and
International
Trade

Bill Ritter, Jr., Governor
Don Marostica, Director

August 20, 2010

Ron Sims
Deputy Secretary
U.S. Dept of Housing and Urban Development
451 7th Street SW
Washington, D.C. 20410

**RE: Sustainable Communities Regional Planning Grant and Community Challenge
and Transportation Planning Grants**

I am writing in support for the Eagle County government and their regional partners including the GreenPort Sustainable Communities Corporation, a Colorado not-for-profit organization.

Two planning grants are being submitted for Eagle County's micropolitan district, which includes Lake County as follows: (1) Sustainable Communities Regional Planning Grant Program (FR-5396-N-03), and (2) Community Challenge and Transportation Planning Grants (FR-5415-N-12).

The Colorado Office of Economic Development and International Trade (OEDIT) has reviewed the plans for a regional, transit orientated, sustainable communities development designed to meet the economic and social needs of an important rural-resort area in Eagle County, Colorado.

In addition to stimulating the local economies and businesses, it is anticipated that the economic outcome from this stimulus will result in job creation, and will further compliment the viability of Colorado's tourist industry, which is an important industry sector to the state.

The tourist and travel industry in Colorado is a significant factor in the United States Balance of Payments Account and does require continuing investment to remain internationally competitive.

Connecting multiple towns and businesses in Eagle County, by means of a public transportation system, provides a catalyst for major economic development in the defined economic development corridor.

The OEDIT supports the implementation of this development as a prototype for other rural-resort economic development efforts, and this enterprise is consistent with state initiatives intended for stimulating regional economic and job creation.

Respectfully yours,



Don Marostica
Executive Director
Colorado Office of Economic Development and International Trade

STATE OF COLORADO

DEPARTMENT OF TRANSPORTATION

Russell George, Executive Director
4201 East Arkansas Avenue, #262
Denver, Colorado 80222
(303) 757-9201
(303) 757-9656 Fax



August 23, 2010

Ron Sims
Deputy Secretary
U.S. Department of Housing & Urban Development
451 7th Street SW
Washington, DC 20410

RE: Sustainable Communities Regional Planning Grant and Community Challenge and Transportation Planning Grants

Dear Mr. Sims,

This is a letter of support for the Eagle County Government and their regional partners including the "GreenPort Sustainable Communities Corporation," a Colorado not-for-profit organization. Two grant applications are being submitted to HUD-DOT-EPA, for Eagle County's micropolitan district, which includes Lake County:

- (1) Sustainable Communities Regional Planning Grant Program (FR-5396-N-03) and
- (2) Community Challenge and Transportation Planning Grants (FR-5415-N-12).

The Colorado Department of Transportation (CDOT) has reviewed the vision and planning for regional, transit oriented, sustainable communities development to meet the economic and social needs of an important rural-resort area in Eagle County, Colorado.

In particular, CDOT supports continued regional planning for additional transportation options, including Bus Rapid Transit as being proposed in the near term and a potential passenger rail option as proposed as a long term vision. It is anticipated that the connection of multiple communities in Eagle County and Lake County, via a public transportation system will be a stimulus and catalyst for major economic development and environmental responsibility.

CDOT has embraced the benefits of transit oriented developments in the State of Colorado, and believes the benefits and experience gained in other developments will have applicability in this important Region.

Sincerely,

A handwritten signature in cursive script that reads "Russell George".

Russell George
CDOT Executive Director

STATE OF COLORADO

GOVERNOR'S ENERGY OFFICE

1580 Logan Street, Suite 100
Denver, CO 80203-1625
Phone: (303) 866-2100
Fax: (303) 866-2930
www.rechargecolorado.com
geo@state.co.us



Bill Ritter, Jr.
Governor

Tom Plant
Director

To whom it may concern:

I am writing in support of two planning grant requests submitted by Eagle County Government and their regional partners including the "GreenPort Sustainable Communities Corporation", a Colorado not-for-profit organization. The grants: (1) Sustainable Communities Regional Planning Grant Program (FR-5396-N-03) and (2) Community Challenge and Transportation Planning Grants (FR-5415-N-12) are important to the success of sustainability plans for the region.

The Governor's Energy Office has reviewed the vision and planning for a regional, transit orientated, sustainable development to meet the economic and social needs of an important rural-resort area while improving the efficiency of energy use and associated benefits to the fragile high alpine environment of Eagle County.

The grant requests reflect the region's commitment to renewable energy for residential energy needs, consistent with the State of Colorado's commitments to the advancement of alternative, clean energy resources. Additionally, the focus on energy efficiency in design and construction maintains our commitment to an approach of "efficiency first".

The Governor's Energy Office supports the implementation of these projects as prototypes for other developments consistent with Colorado's commitment to advancing energy efficiency and renewable energy resources across the state.

Sincerely,

Tom Plant
Director
Governor's Energy Office

EAGLE COUNTY SCHOOL DISTRICT



**REQUEST FOR PROPOSAL
(RFP)**

for

Lease of Minturn Middle School

Release Date: December 15, 2010

Proposals Due: January 13, 2010

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RFP Attachment B	Respondent General Information	
RFP Attachment C	Experience & Qualifications	
RFP Attachment D	Explanation of Use(s)	
RFP Attachment E	Compensation Schedule	
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RFP Exhibits		
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I. BACKGROUND

The Eagle County School District (District) invites the submission of proposals from qualified organizations to lease space in the existing Minturn Middle School (MMS). The primary goal is to optimize the existing asset and reduce operating costs while allowing a community benefit.

In November 2006 the voters of Eagle County approved a \$128 million bond initiative to construct and renovate several elementary, middle and high schools throughout the Eagle County School District. In the Fall of 2011, Minturn Middle School and Meadow Mountain Elementary School students will be combined into a Pre-K-8 Expeditionary Learning school at the old Battle Mountain High School site in Eagle-Vail.

As a result, the District is working to determine the best future use of the current MMS building. The District anticipates the building will be ready for occupation in late summer/fall 2011, but is subject to change.

The building will be leased as is/where is, excluding all moveable FF&E. Any Furniture Fixtures & Equipment (FF&E) that can be removed without tools, and all audio/video equipment will be relocated to the Pre-K-8 Expeditionary Learning School. Gas, electric, water and sewer currently exist on site in working order. Telecommunications are less than ideal, with limited cellular, telephone and cable service.

Eagle County School District overview;

Mission:

Educating Every Student for Success

Vision:

To be the schools of choice for all families in Eagle County

Values:

- Teamwork - Focusing on a district wide common purpose.
- Innovation - Promoting creative solutions.
- Professional Pride - Recognizing and celebrating individual and collaborative efforts

II. GOALS

Eagle County School District is interested in conducting an RFP process regarding the future use of Minturn Middle School that will allow it to:

1. Provide space for a community organization

2. Leverage the presence of a vacant building
3. Offset annual operating and capital improvement costs
4. Find a best fit for an existing asset

III. PROPOSAL REQUIREMENTS

See RFP Attachments "A" thru "H"

IV. COMMUNICATION

All communication regarding this RFP shall be in written form directed to:

Elizabeth Koontz
 elizabeth.koontz@eagleschools.net

V. EVALUATION CRITERIA

The District will conduct a comprehensive, fair and impartial evaluation of all proposals received in response to this RFP. All proposals will be reviewed and evaluated by the Application Review Committee (The Committee) appointed by the Board of Education (BOE), which will recommend one or more respondents for award of the leased space.

The Committee may require interviews of the shortlisted Respondents. Respondents that are invited to interview will be re-scored based upon the same criteria listed below. The District may also require additional information from Respondents at any time prior to final approval of the selected Respondent(s). The District reserves the right to select one, or more, or none of the Respondents to lease the facility and/or property in whole or part. Final approval of a selected Respondent(s) is subject to the Eagle County School District's Board of Education.

In addition to any other criteria or requirements set forth elsewhere in this RFP, the Committee will consider the following evaluation criteria.

Lease Compensation	District Affiliation
Financial Capability	Community Benefit
Duration of Lease	Total Square Feet (5,000sf min req'd)
Type of Use	

VI. AWARD OF LEASE AND RESERVATION OF RIGHTS

- A. The District reserves the right to award one or more or no lease(s) in response to this RFP.
- B. The Lease, if awarded, will be awarded to the Respondent(s) whose Proposal(s) is deemed most advantageous to the District, as determined by the Committee, upon approval of the BOE.
- C. The District may accept any Proposal in whole or part. If subsequent negotiations are conducted, they shall not constitute a rejection or alternate RFP on the part of the District. However, final selection of a Respondent is subject to BOE approval.
- D. The District is **not** required to select the proposal with the highest proposed lease/compensation.
- E. The District may elect to have different lease rates for selected categories.
- F. The District reserves the right to accept one or more proposals or reject any or all proposals received in response to this RFP, and to waive informalities and irregularities in the proposals received. The District also reserves the right to terminate this RFP, and reissue a subsequent solicitation, and/or remedy technical errors in the RFP process.
- G. The District reserves the right to make awards based on the overall best fit and use of the property and asset.
- H. The District will require selected Respondent(s) to execute a lease/MOU in substantially the form as attached with the District. No action shall commence until the District executes the agreement(s) and the Selected Respondent(s) provides the necessary evidence of insurance as required in this RFP and the agreement.
- I. The District reserves the right to terminate negotiations with the Selected Respondent and commence negotiations with another Respondent.
- J. This RFP does not commit the District to enter into an agreement, award any lease related to this RFP, nor does it obligate the District to pay any costs incurred in preparation or submission of a proposal or anticipation of an agreement.
- K. If selected the Respondent will be required to comply with the Insurance and Indemnification Requirements established herein.
- L. Public Accommodation Laws. The agreement will include a provision that the selected Respondent(s) must comply fully with all applicable laws, regulations and building codes governing non-discrimination in public accommodations and commercial facilities, including, without limitation, the requirements of the American Disabilities Act of 1990 and all regulations hereunder.
- M. Condition of Premises. The Selected respondent(s) will receive the space(s) in its then current condition, "as is/where is" and may be required to demolish and reconfigure the space at its sole cost in order to accomplish their intended use. All improvements will be the responsibility of the selected Respondent(s) and will be subject to District approval.

VII. SCHEDULE OF EVENTS

The following is a list of dates and times with respect to this RFP:

RFP Release Date	December 15, 2010
Mandatory Site Visit	December 20, 2010 at 10am
Final Questions Accepted	January 6, 2011
Proposals Due	January 13, 2011, 2pm (MST)

RFP ATTACHMENTS

The documents that follow are forms that MUST be completed by Respondent and included with Respondent's proposal. Attach these documents to your proposal in the order indicated in the RFP Attachment H, which is entitled "Proposal Checklist"

RFP ATTACHMENT A

EXECUTIVE SUMMARY

To be submitted with Respondent's Proposal as **TAB 1**

Respondents shall present a high-level synopsis of the RFP. The Executive Summary should be a brief overview of the proposed use, and should identify the main features and benefits of the Respondents RFP.

RFP ATTACHMENT B

GENERAL INFORMATION

To be submitted with Respondent's Proposal as **TAB 2**

A. Respondent Information: Provide the following information regarding the Respondent.

Respondent Name: _____

(NOTE: Give the exact legal name as it will appear on the agreement, if awarded)

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No. _____

Website Address: _____

Email Address: _____

Year Established: _____

Years in business under present name: _____

Previous names (if any): _____

Business Structure:

Individual or Sole Proprietorship

Partnership

Corporation If checked, check one: Non-profit For-profit

Other if checked, list business structure: _____

Printed name of Agreement Signatory: _____

Title: _____

B. Contact Information: List the one (1) person the District may contact concerning your proposal or setting dates for meetings (if any).

Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No.: _____ Alt Phone No: _____

Email Address: _____

Local/County Operation: Does the Respondent have an office/location in Eagle County?

Yes No If "Yes", list location(s)

C. Surety Information: Has the respondent ever had a bond or surety canceled or forfeited?

Yes No If "Yes", state the name of the bonding company, date, amount of bond and reason for such cancellation or forfeiture.

D. Bankruptcy Information: Has the Respondent ever been declared bankrupt or filed for protection from creditors under state or federal proceedings?

Yes No If "Yes", state the date, court, jurisdiction, case number, amount of liabilities and amount of assets.

E. Will the Respondent require any loan, debt, promissory note, or other financial assistance to meet the obligations of the proposed agreement?

Yes No If "Yes", state the lender, and amount needed

RFP ATTACHMENT C

EXPERIENCE AND QUALIFICATIONS

To be submitted with Respondent's Proposal as **TAB 3**

Prepare and submit a narrative response to address the following items. Responses shall be inserted into this form; do not delete the questions. If respondent is proposing as a team or joint venture, provide the same information for each member of the team or joint venture. If proposing more than one use, Respondent must clearly identify each space and use separately.

1. Describes Respondent's ability to meet the criteria and goals outlined in Sections I-VII herein.
2. List Respondents key personnel who will be assigned and actively involved in the management and operation? Note: respondent shall also include key personnel of subcontractors/partners (if any).
3. If the Respondent is proposing as a team or joint venture, describe the rationale for selecting the team and the extent which the team members or joint ventures have worked together in the past.
4. Additional Information. Identify any additional experiences, uses, qualifications and/or other relevant information about the Respondent's qualifications.

RFP ATTACHMENT D

EXPLANATION OF USE(S)

To be submitted with Respondent's Proposal as **TAB 4**

Respondent shall provide a detailed description of their intended use, including but not limited to:

1. School District Affiliation, if any.
2. Type of use *
 - a. Educational
 - b. Community Organization
 - c. Other
3. Tax Status
 - a. Non-profit
 - b. For-profit

* Use must be compatible with Exhibit 5 - Allowed Uses

RFP ATTACHMENT E
COMPENSATION SCHEDULE

To be submitted with Respondent's Proposal as **TAB 6**

- A. Proposed Annual Lease: Please indicate the annual Lease Compensation amount you propose to pay for the space you indicated. Any proposed compensation above one (1) year does not constitute a multiyear lease until approved by the District.
- B. Utilities and operating costs are considered Additional Compensation, and will be billed as consumed per Exhibit 3. Any expense not explicitly listed will be negotiated.

Lease Year 1: _____

Lease Year 2: _____

Lease Year 3: _____

Lease Year 4: _____

Lease Year 5: _____

- C. Tenant proposes to pay Landlord in the following manner:

- D. Tenant shall submit all payments (both Compensation and Additional Expenses) to:

Eagle County School District
TBD _____
Eagle, CO 81631

RFP ATTACHMENT F
JOINT VENTURE INFORMATION

To be submitted with Respondent's Proposal as **TAB 7**

Please complete the following with regard to the proposed LLC/JV.

- A. Name of LLC/JV: _____
- B. Name, address, and phone number of LLC/JV contact person: _____

- C. Organizations participating in LLC/JV (use additional pages if necessary)

Name of Firm:
Address:
Phone Number:
Contact Name/Phone No:
Percent Ownership: %

- D. Describe the roles and responsibilities of each LLC/JV participant with respect to managing the LLC/JV (use additional sheets if necessary)
- E. Which organization will be responsible for the accounting functions relative to the LLC/JV?
- F. Attach a copy of the LLC/JV agreement and any/all written agreements between the LLC/JV partners.

RFP ATTACHMENT G

SIGNATURE PAGE

To be submitted with Respondent's Proposal as **TAB 8**

The undersigned certifies that (s)he is authorized to submit this proposal on behalf of the entity named below:

Respondent Entity Name

Signature: _____

Printed Name: _____

Title: _____

(NOTE: If proposal is submitted by Co-Respondents, an authorized signature from a representative of each Co-Respondent is required. (add additional signature blocks as required)

Co-Respondent Entity Name

Signature: _____

Printed Name: _____

Title: _____

By signature(s) above, Respondent(s) agrees to the following:

1. If awarded a contract in response to this RFP, Respondent will be able and willing to execute an agreement in the form shown in the RFP Exhibit 4, with the understanding that the use, space and compensation provisions will be negotiated and included in the final document.
2. If awarded an agreement in response to this RFP, Respondent will be able and willing to comply with the insurance and indemnification requirements set out in RFP Exhibit 4.
3. If awarded a contract in response to this RFP, Respondent will be able and willing to comply with all representations made by the Respondent in the Respondent's proposal and during the Proposal process.
4. Respondent agrees to fully and truthfully submit a Respondent Proposal and understands that failure to disclose requested information may result in disqualification of Proposal from consideration or termination of any and all agreements, even if executed.

RFP ATTACHMENT H

PROPOSAL CHECKLIST

To be submitted with Respondent's Proposal as TAB 9

Use this checklist to ensure that all required documents have been included in the proposal and that they are properly tabbed and appear the correct order.

Tab in Proposal	Document	Initial to Indicate Document is Attached
1	Executive Summary	
2	General Information	
3	Experience and Qualifications	
4	Explanation of Use(s)	
5	Proof of Insurability	
6	Compensation Schedule	
7	Joint Venture Information (if needed)	
8	Signature Page	
9	Proposal Checklist	

RFP EXHIBIT 1 - Existing Conditions



This RFP pertains only to the area labeled "School"

Physical Address:

1951 S Hwy 24, Minturn CO

Legal Address:

Parcel # 2203-022-00-010

Section:2 Township: 6 Range 81 PT of H.E.S.

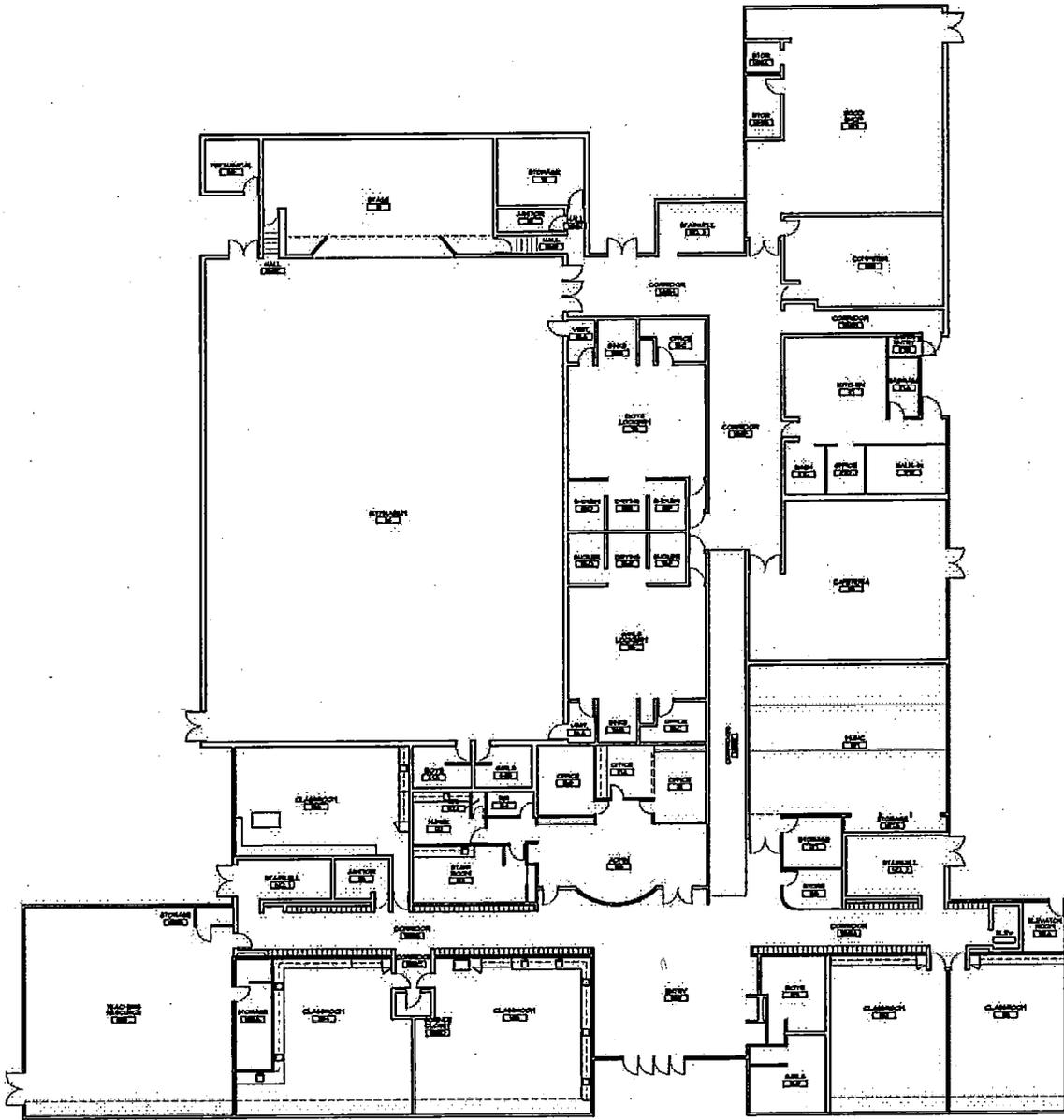
Survey 46

BK-0380 PG-0574

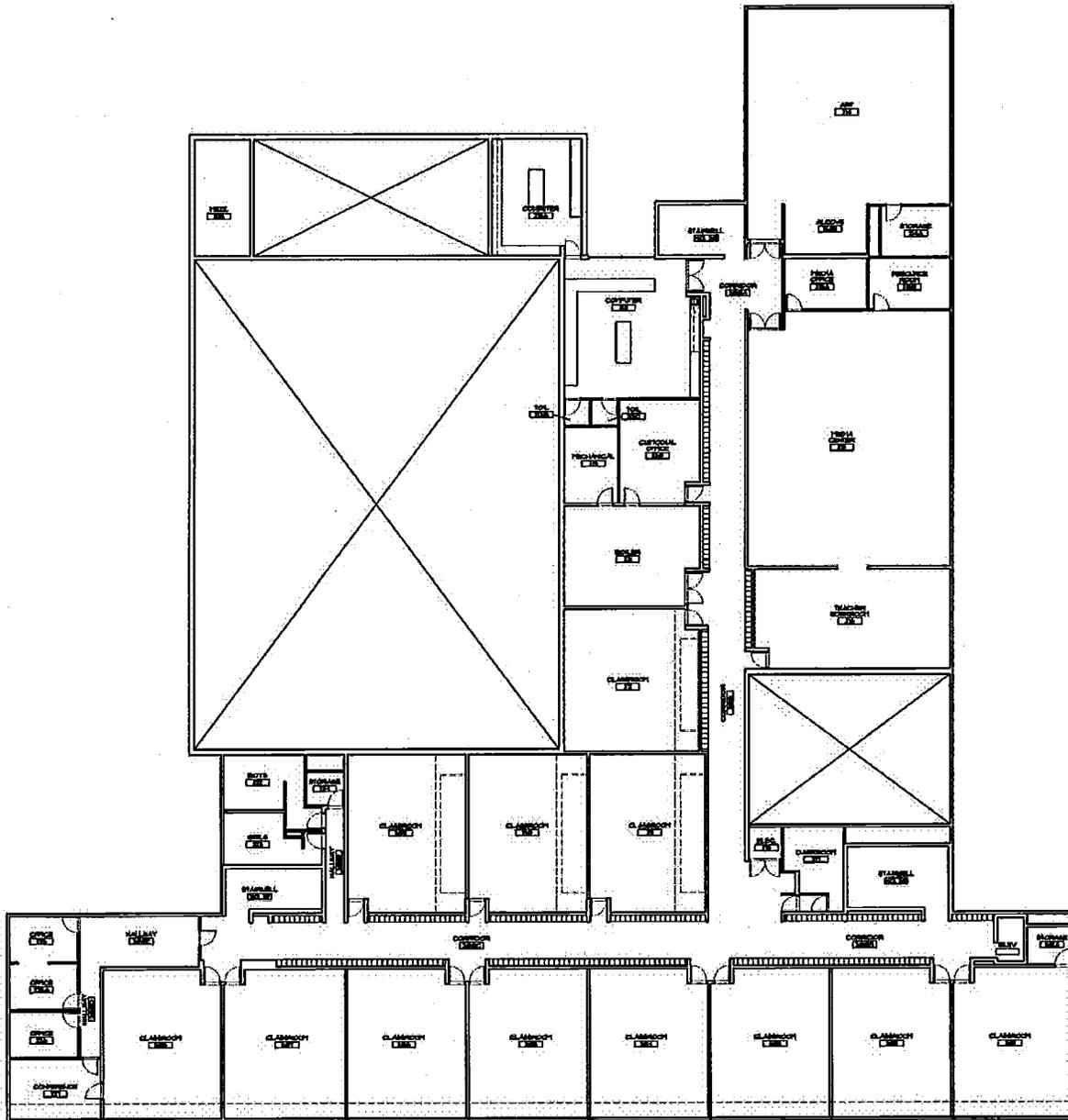
BK-0424 PG-0539

BK-0424 PG-0977

RFP EXHIBIT 2 - Floor Plans



First Floor



Second Floor

RFP EXHIBIT 3 - Estimated Operating Costs and Responsibility

Complete Building Estimated Annual Costs	Budget Item	By ECSD	By Tenant	Cost by Tenant, Work by ECSD
\$9,200	Insurance (GL, Auto, Property, etc)	X		
\$33,882	Electricity	X	*	
\$20,103	Gas	X	*	
\$13,088	Water/Sewage	X	*	
\$16,850	WAN/LAN		*	
\$13,457	Telephone/Fax	X	*	
\$2,291	Trash removal		*	
\$13,800	Snow Plowing	X	*	
\$29,575	Grounds maintenance	X	*	
\$1,950	Landscape supv/mgmt		*	
\$325	Security monitoring (with Fire)	X		
\$1,200	Access control (broken doors/locks)	X		
\$6,760	HVAC maintenance/troubleshooting			o
\$10,000	Misc. parts/supplies, Maintenance			o
\$1,142	Pest control, monthly service	X		
\$2,250	Elevator monthly maintenance	X		
\$1,630	Fire Alarm	X		
\$395	Fire Safety Inspection	X		
\$105	Boiler	X		
\$170	Elevator	X		
\$502	Fire Extinguishers	X		
\$450	Kitchen Hood Cleaning/Inspections	X		
\$130	Backflow Preventers	X		
	Heavy snow removal (roofs, ice dams, etc)	X		o
	Snow bank mgmt			o
	Building access snow maintenance			o
	Custodial equipment and expenditures			o
\$20,000	One time mandatory building re-key			o
\$50,000	Property Manager			o
\$240,055	Subtotal			
\$50,798	Annual Capital Costs			
\$290,853	Grand Total			

MMS Size
53,000sf

Operational Cost/SF
\$4.53

Operations & Capital Cost/SF
\$5.49

* Note: any/all expenses not explicitly listed here will negotiated

RFP EXHIBIT 4 - Agreement of Lease

MINTURN MIDDLE SCHOOL
AGREEMENT OF LEASE

THIS AGREEMENT OF LEASE (hereinafter referred to as this "Lease"), made this _____ day of _____, 201____, by and between the EAGLE COUNTY SCHOOL DISTRICT (hereinafter referred to as "the Landlord"), and _____, a _____ corporation (hereinafter referred to as "the Tenant"),

WITNESSETH, THAT WHEREAS, the Eagle County School District, designated and publicly offered Minturn Middle School for use on properties owned by the Eagle County School District; and

WHEREAS, a Request for Proposals dated December _____, 2010 and Addendum No. 1, dated _____ (hereinafter referred to as the "RFP") was prepared and publicly advertised; and

WHEREAS, the Tenant submitted an acceptable proposal in response to the RFP which has been accepted; and which the Minturn Middle School is located and identified in Exhibit 1; and

WHEREAS, the Landlord and the Tenant desire to join in the execution of this Lease to formalize the Tenant occupancy under the offered proposal in response to the RFP and for the purpose of accepting each and every condition herein set forth.

NOW THEREFORE, THAT FOR AND IN CONSIDERATION of the mutual entry into this Lease by the parties hereto, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by each party hereto, the Landlord hereby leases to the Tenant and the Tenant hereby leases from the Landlord, in its "**AS IS**" condition, in part or in whole the Minturn Middle School as identified in Exhibit "I". This Lease does not convey to Tenant any interest in or to any mineral rights.

TOGETHER WITH, a non-exclusive easement for access to and from the Premises over an access road in the locations identified in Exhibit "i", which easement shall be deemed a portion of the Premises.

SUBJECT TO THE OPERATION AND EFFECT of any and all instruments and matters of record or in fact,

UPON THE TERMS AND SUBJECT TO THE CONDITIONS which are hereinafter set forth:

Section 1. Term

1.1. Length. This Lease shall be for a term (the "Term") of ____ () years beginning the date this Lease is approved by the Landlord, (the "Commencement Date") and terminating ____ () years after the Commencement Date (the "Termination Date").

1.2. Surrender. The Tenant shall at its expense, at the expiration of the Term or any earlier termination of this Lease, (a) promptly surrender to the Landlord possession of the Premises (including any fixtures or other improvements which, under the provisions of Section 5, are owned by the Landlord) in good order and repair (ordinary wear and tear excepted), (b) remove therefrom the Tenant's signs, goods and effects and any machinery, trade fixtures and equipment which are used in conducting the Tenant's trade or business and are not owned by the Landlord, and (c) repair, to Landlord's satisfaction, any damage to the Premises or the property caused by such removal.

Section 2. Compensation

2.1. Amount. As compensation for the use of the Premises for the term of this lease (all of which is hereinafter referred to collectively as "Compensation"), the Tenant shall pay to the Landlord all of the following:

2.1.1. Lease Compensation. Lease compensation (hereinafter referred to as "the Lease Compensation") is as set forth in Exhibit "ii" attached hereto. The Lease Compensation shall be renegotiated by the parties during each Renewal Term, if any. Nothing herein shall confer any rights or obligation with respect to any renewal.

2.1.2. Additional Compensation. Additional Compensation (hereinafter referred to as "Additional Compensation") in the amount of any payment referred to as such in any provision of this Lease which accrues while this Lease is in effect (which Additional Compensation shall include any and all charges or other amounts which the Tenant is obligated to pay under any of the provisions of this Lease, other than the Lease Compensation). Additional Compensation includes but is not limited to utilities, maintenance and other costs as outlined in the

2.2. When Due and Payable.

2.2.1. The Lease Compensation shall be due and payable as shown on Exhibit "ii".

2.2.2. Each such payment shall be made promptly when due, without any deduction or set off whatsoever, and without demand. Any such payment which is less than the amount of Compensation then due shall constitute a payment made on account thereof, the parties hereto hereby agreeing that the Landlord's acceptance of such payment (whether or not with or accompanied by an endorsement or statement that such lesser amount or the

Landlord's acceptance thereof constitutes payment in full of the amount of Compensation then due) shall not alter or impair the Landlord's rights hereunder to be paid all of such amount then due, or in any other respect.

2.3. Where Payable. The Tenant shall pay the Compensation to the Landlord, as specified in Exhibit "ii", or to such other address or in such other manner as the Landlord from time to time specifies by written notice to the Tenant.

Section 3. Use of Premises.

3.1. The Tenant shall occupy and use the Premises only for _____ on the Premises by the Tenant as set forth in Exhibit "iii" of this Lease.

3.2. In its use of the Premises, the Tenant will not perform (nor permit to be performed) on any portion of said Premises, any illegal acts, nor will it perform (nor permit to be performed) anything in or about the Premises which would contravene a policy of insurance against loss by fire, which insurance Landlord may, but is not required, to maintain.

3.3. Permits, Licenses and Compliance with Legal Requirements. The Tenant's use and occupancy of the Premises shall be in compliance with the requirements of all applicable Federal, State and local laws, ordinances, rules and regulations. The Tenant shall be responsible for obtaining all permits, licenses, inspections and approvals required for its use and occupancy of the Premises, and shall deliver to the Landlord copies of all necessary permits, licenses, inspections and approvals prior to taking any action requiring such permits, licenses, inspections and approvals. The Tenant shall be responsible for and assume all liability in connection with any public hearings conducted in connection with the issuance of any permit, license or other governmental approval. Notwithstanding the foregoing, the Landlord agrees to provide full cooperation in all such public hearings as requested from time to time by Tenant; provided, that nothing herein shall require Landlord to consent to or to advocate in favor of or to refrain from opposing any proposed action of Tenant which is the subject of such hearings.

3.4. Other Tenants. Tenant understands Landlord may lease unused areas of Minturn Middle School to others, including itself. Tenant shall coordinate with Landlord, other tenants and Property Manager, if any, to ensure equitable use of shared facilities including common areas, parking and special events. If disputes arise, Landlord or Property Manager will look to this agreement for direction or will have sole authority in decision making in the event this agreement is silent.

Section 4. Insurance and Indemnification.

4.1. Insurance to be Maintained by Tenant.

4.1.1. The Tenant shall maintain at its expense, throughout the Term, (a) insurance against loss or liability in connection with bodily injury, death, property damage or destruction, occurring within the Premises or arising out of the use thereof by the Tenant or its agents, employees, officers, invitees, visitors and guests, under one or more policies of General Comprehensive Liability insurance having such limits as to each as are reasonably required by the Landlord from time to time, but in any event of not less than a minimum coverage of \$1,000,000 combined single limit per occurrence, and shall contain broad form GCL Endorsement or its equivalent and (b) workers compensation insurance as may be required by applicable law. Each such policy shall (a) name as an insured thereunder the Eagle County School District and the Tenant, (b) by its terms be considered primary and non-contributory with respect to any other insurance (if any) carried by the Landlord or its successors and assigns, (c) by its terms, provide the Landlord with thirty (30) days prior written notice before cancellation, non-renewal, or material change to a policy, and (d) be issued by an insurer of recognized responsibility licensed to issue such policy in Colorado. The Tenant shall obtain from its insurer and deliver to the Landlord an endorsement to the Tenant's policy to evidence that Landlord is named as an additional insured and will be given thirty (30) days' notice prior to cancellation, non-renewal, or material change to the policy.

4.1.2. (a) At least five (5) days before the Commencement Date, the Tenant shall deliver to the Landlord an original or a signed duplicate copy of each such policy (or at the Landlord's option, a certificate thereof), and (b) at least thirty (30) days before any such policy expires, the Tenant shall deliver to the Landlord an original or a signed duplicate copy of a replacement policy thereof (or at the Landlord's option, a certificate thereof). In the event the Tenant fails to pay any insurance premium when due, the Landlord shall have the option but not the obligation of paying such insurance premiums on behalf of the Tenant and, the Tenant shall immediately, upon demand, repay such sum to Landlord as Additional Compensation.

4.2. Indemnification of Landlord. Except for claims resulting from Landlord's gross negligence or willful misconduct, the Tenant shall be responsible for, and shall defend, indemnify and hold harmless the Eagle County School District and its members, officers, agents, and employees against and from, any and all liability or claim of liability for bodily injury (including death) or property damage (including reasonable attorneys' fees) arising out of the use, occupancy, conduct, operation or management of the Premises by the Tenant or its principals, employees, agents, contractors, licenses, or invitees, including, (a) any work or thing whatsoever done or not done on the Premises during the Term by or on behalf of the Tenant, or (b) any breach of default by the Tenant in performing any of its obligations under the provisions of this Lease or applicable law, or (c) any negligent, intentionally tortious or other act or omission. The Tenant agrees that indemnification as described in this section shall include any liability or claim of liability arising during the Term, even if the injury does not become apparent or does not manifest until after expiration of this Lease Agreement, provided such claim is asserted in compliance with the appropriate statute of limitations requirement.

Section 5. Improvements to Premises.

5.1. General. The Tenant shall not make any alteration, addition or improvement to the Premises, nor raze any improvement, without first obtaining the Landlord's written consent thereto (which consent shall not be unreasonably withheld). The following procedures shall be utilized by the Tenant to invoke the Landlord's approval process required by this Section 5.1.

When the Tenant desires to make minor alterations, improvements or additions to the Premises, which will cause no disturbance to the existing conditions of the land, the Tenant shall submit a detailed written request for approval to the Landlord.

If the Landlord consents to any such proposed alteration, addition, improvement or razing, it shall be made at the Tenant's sole cost and expense (and the Tenant shall hold the Landlord harmless from any cost incurred on account thereof), and at such time and in such manner so as not to unreasonably interfere with the use and enjoyment of the remainder of the Premises by any tenant thereof or other person. Any improvements made to the Premises by the Tenant shall be made only in a good and workmanlike manner, and in compliance with all applicable laws, regulations and ordinances, and plans and specifications approved in advance by the Landlord.

5.2. Fixtures. Any and all improvements, repairs, alterations and all other property attached to or otherwise installed as a fixture within the Premises by the Landlord or the Tenant shall, immediately upon the completion of their installation, become the Landlord's property without payment therefore by the Landlord, except that any machinery or equipment installed by the Tenant at no expense to the Landlord and used exclusively in the conduct of the Tenant's trade or business (rather than to service the Premises generally) shall remain the Tenant's property, and shall be removed by the Tenant at the end of the Term (and any damage to the Premises caused by such removal shall be repaired to the Landlord's satisfaction at the Tenant's expense).

5.3. Construction Requirements. The Tenant shall not be authorized to commence excavation or construction of any improvements on the Premises, including those improvements set forth in Section 5.2. of this Lease, until Tenant has satisfied the following requirements:

(a) approval of final plans and specifications for the improvements by Landlord, which approval shall not be unreasonably withheld;

(b) evidence of compliance with all applicable local and state building codes and copies of all necessary permits;

(c) certificates of insurance required to be maintained under Section 4 of this Lease.

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5.4. Liens. The Tenant has no authority, express or implied to encumber the Premises which shall include any equipment located on or in the Premises to which legal or equitable title is transferred or is to be transferred to the Landlord under this Lease or take any action resulting in a lien. The Tenant acknowledges that pursuant to State Law a mechanic's lien may not be filed against School District Property. Notwithstanding the foregoing, if a lien is wrongfully placed on the property the Tenant shall (a) immediately after it is filed or claimed, have released (by bonding or otherwise) any lien filed or claimed against any or all of the Premises or the Improvements, by reason of labor or materials provided for or about any or all of the Premises, or the improvements during the Term or otherwise arising out of the Tenant's use or occupancy of any or all of the Premises, the improvements, and (b) defend, indemnify and hold harmless the Landlord against and from any and all liability, claim or liability or expense (including, by way of example rather than of limitation, that of reasonable attorneys' fees) incurred by the Landlord on account of any such lien or claim.

Nothing in the provisions of this Lease shall be deemed in any way (a) to constitute the Landlord's consent or request, express or implied, that any contractor, subcontractor, laborer or material man provide any labor or materials for any alteration, addition, improvement or repair to any or all of the Property, or (b) to give the Tenant any right, power or authority to contract for or permit to be furnished any service or materials, if doing so would give rise to the filing of any lien against any or all of the Property or the Landlord's estate or interest therein, or (c) to evidence the Landlord's consent that the Property be subjected to any such lien.

Section 6. Maintenance and Services.

6.1. Maintenance by Tenant. The Tenant shall maintain the entire Premises (exclusive of equipment owned by the Landlord or any user through the Landlord) in a neat and orderly condition, ordinary wear and tear excepted. Tenant will reimburse Landlord for any and all damage or loss created by Tenant. As Additional Compensation, Tenant will pay operational and maintenance expenses as outlined in Exhibit "iv".

6.2. Public Utility Charges. Except for charges resulting from Landlord's use or use by Tenants acting through Landlord, or as may otherwise be provided in Exhibit "iv", the Tenant shall pay all charges for electricity, gas, heat, water and telephone or other communication services used and other services used or supplied in connection with the Premises and all other charges and expenses assessed against the Premises. In the event that such utilities are not separately metered, the Landlord will pro rate the building's utilities among all tenants on the basis of square footage of occupancy. Tenant shall indemnify and hold harmless the Landlord against and from any liability therefor. The Landlord shall not be liable for any interruptions or failures of utility services in or to the Premises.

Section 7. Landlord's Right of Entry.

7.1. General. The Landlord and its agents shall be entitled to enter the Premises at all reasonable times (a) to inspect the Premises, (b) to make any alteration, improvement or

repair to the Premises or, (c) for any other purpose relating to the operation or maintenance of the Premises, and (d) for fulfilling any other duties or obligations which the Landlord has. Except in case of emergency, Landlord agrees to give Tenant reasonable advance notice prior to entry upon any portion of the Premises used exclusively by the Tenant.

Section 8. Fire and Other Casualties.

8.1. Destruction of the Premises. If during the Term the Premises is damaged by fire or other casualty, the Landlord shall have the option, in its sole discretion to (a) proceed to restore and rebuild the Premises, only to the extent of insurance proceeds, if any, received by the Landlord, or (b) elect to terminate this Lease as of the date of this casualty.

In the event Landlord terminates this Lease, (a) the Tenant shall pay to the Landlord the Lease Compensation and any Additional Compensation payable by the Tenant hereunder and accrued through the date of such termination, (b) the Landlord shall repay to the Tenant any and all prepaid Compensation for periods beyond such termination, and (c) the Landlord may enter upon and repossess the Premises without further notice.

8.2. Tenant's Negligence. Anything contained in any provision of this Lease to the contrary notwithstanding, if any such damage to the Premises is caused by or result from the negligent or intentionally tortious act or omission of the Tenant, those claiming under the Tenant or any of its officers, employees, agents or invitees, the Tenant shall pay to the Landlord upon demand, as Additional Compensation, the cost of (a) any repairs and restoration made or to be made as a result of such damage, or (b) (if the Landlord elects not to restore the Premises) any damage or loss which the Landlord incurs as a result of such damage.

Section 9. Assignment and Subletting.

9.1. General. The Landlord's Fee Simple interest in the Premises may not be encumbered or subordinated by operation of this Lease or by any action taken by the Tenant.

9.2. The Tenant hereby acknowledges and agrees for itself and its successors and assigns in interest hereunder that it will not (a) assign this Lease or any of its rights under this Lease, as to all or any portion of the Premises or otherwise, or (b) make or permit any voluntary or involuntary total or partial sale, lease, sublease, assignment, conveyance, license, mortgage, pledge, encumbrance or other transfer of any or all of the Premises or the occupancy or use of any or all of the Premises (each of which is hereinafter referred to as a "Transfer") without first obtaining the express written consent thereto by the Landlord (which consent shall not constitute a consent to any subsequent such Transfer, whether by the person hereinabove named as "the Tenant" or by any such transferee). Any person to whom any Transfer is attempted without such consent shall have no claim, right or remedy whatsoever hereunder against the Landlord, and the Landlord shall have no duty to recognize any person claiming under or through the same. No Transfer made with or without the Landlord's consent shall alter or impair the obligations of the Tenant hereunder before such Transfer. The Tenant shall only be released from its obligations hereunder upon a Transfer approved by the Landlord and

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only if the Tenant's assignee agrees in writing to assume all of the Tenant's obligations hereunder.

Section 10. Default.

10.1. Definition. It shall be an event of default ("Event of Default") if the Tenant fails (a) to pay any Lease Compensation, Additional Compensation or other sum which it is obligated to pay by any provision of this Lease, when and as due and payable hereunder and without demand therefore, or (b) to perform any of its other obligations under the provisions of this Lease.

10.2. Notice to Tenant; Grace Period. Anything contained in the provisions of this Section to the contrary notwithstanding and subject to Section 3.4. of this Lease, on the occurrence of an Event of Default the Landlord shall not exercise any right or remedy on account thereof which it holds under any provision of this Lease or applicable law unless and until

10.2.1. the Landlord has given written notice thereof to the Tenant, and

10.2.2. the Tenant has failed, (a) if such Event of Default consists of a failure to pay money, within fifteen (15) days after the Landlord gives such written notice to pay all of such money, or (b) if such Event of Default consists of something other than a failure to pay money, within thirty (30) days after the Landlord gives such written notice to cure such Event of Default (or, if such Event of Default is not reasonably curable within such period of thirty (30) days, to begin to cure such Event of Default within such thirty (30) day period and to diligently pursue such cure thereafter until it is fully cured).

10.2.3. Notwithstanding the foregoing, no such notice of default shall be required to be given, and (even if the Landlord gives such notice) the Tenant shall be entitled to no such grace period, (i) in any emergency situation in which, in the Landlord's reasonable judgment, it is necessary for the Landlord to act to cure such Event of Default without giving such notice, or (ii) more than twice during any twelve (12) month period (regardless of whether the current Event of Default is the same as any previous Event of Default for which a notice was given).

10.3. Landlord's Rights on Event of Default.

10.3.1. On the occurrence of any Event of Default, the Landlord may (subject to the operation and effect of the provisions of subsection 11.2.);

(a) terminate this Lease by giving written notice of such termination to the Tenant, which termination shall be effective as of the date of such notice or any later date therefore specified by the Landlord therein and upon such termination repossess the Premises in accordance with the requirements of applicable law; and/or

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(b) cure such Event of Default in any other manner; and/or

(c) pursue any combination of such remedies and/or any other right of remedy available to the Landlord on account of such Event of Default under this Lease and/or at law or in equity.

Nothing herein contained shall limit or prejudice the Landlord's right to damages, by reason of such termination.

10.3.2. On the occurrence of an Event of Default, the Tenant shall, immediately on its receipt of a written demand therefore from the Landlord, pay to Landlord, as Additional Compensation, an amount sufficient to reimburse the Landlord for (a) all expenses (including, by way of example rather than of limitation, any and all repossession costs, management expenses, operating expenses, legal expenses and attorneys' fees) incurred by the Landlord (i) in curing or seeking to cure any Event of Default and/or (ii) in exercising or seeking to exercise any of the Landlord's rights and remedies under the provisions of this Lease and/or at law or in equity on account of any Event of Default, and/or (iii) otherwise arising out of any Event of Default.

Section 11. Notices.

Any notice, demand, consent, approval, request or other communication or document to be provided hereunder to a party hereto shall be (a) given in writing, and (b) deemed to have been given (i) forty-eight (48) hours after being sent by certified or registered mail in the United States mails, postage prepaid, return receipt requested, if to the Landlord:

Eagle County School District

540 2nd Street
Eagle, CO 81631

and if to Tenant:

with a copy to:

ALP

Property Manager (if any):

or to such other address, as such party may designate from time to time by notice to the other, or (ii) (if such party's receipt thereof is acknowledged in writing) upon its hand or other delivery to such party.

Emergency notice and contact information is as follows:

Tenant Contact: _____

Landlord Contact: _____

An emergency is defined as:

- a) loss of heat, or
- b) active water loss, or
- c) imminent danger to persons or property

All other maintenance issues shall be resolved during Landlord business hours.

Section 12. Taxes.

The Tenant shall pay promptly when due, all taxes assessed in connection with the Tenant's use and occupancy of the Premises, including but not limited to, Federal and State income taxes, retail sales taxes, employment taxes, and any property taxes (pro rated based upon occupancy) that may be assessed because of Tenant's occupancy/use of the premises. Tenant understands that the current tax situation may be impacted by Tenant's occupancy/use and is solely responsible for any/all costs associated with Tenant's occupancy/use.

Section 13. General.

13.1. Effectiveness. This Lease shall become effective upon and only upon its execution and delivery by each party hereto, and upon receipt of approval by the Eagle County School District.

13.2. Complete Understanding. This Lease represents the complete understanding between the parties hereto as to the subject matter hereof, and supersedes all prior written or oral negotiations, representations, warranties, statements or agreements between the parties

hereto as to the same. No inducements, representations, understandings or agreements have been made or relied upon in the making of this Lease, except those specifically set forth in the provisions of this Lease. Neither party hereto has any right to rely on any other prior or contemporaneous representation made by anyone concerning this Lease, which is not set forth herein.

13.3. Amendment. This Lease may be amended by and only by an instrument executed and delivered by each party hereto.

13.4. Applicable Law. The provisions of this Lease shall be governed by the laws of the State of Colorado and the parties hereto expressly agree that the courts of Eagle County, Colorado shall have jurisdiction to decide any question arising hereunder after all administrative remedies, if any, have been exhausted.

13.5. Waiver. The Landlord shall not be deemed to have waived the exercise of any right, which it holds hereunder unless such waiver is made expressly and in writing (and no delay or omission by the Landlord in exercising any such right shall be deemed a waiver of its future exercise). No such waiver made as to any instance involving the exercise of any such right shall be deemed a waiver as to any other such instance, or any other such right.

13.6. Severability. No determination by any court, governmental body or otherwise that any provision of this lease or any amendment hereof is invalid or unenforceable in any instance shall affect the validity or enforceability of (a) any other such provision, or (b) such provision in any circumstance not controlled by such determination. Each such provision shall be valid and enforceable to the fullest extent allowed by, and shall be construed wherever possible as being consistent with, applicable law.

13.7. Non Discrimination. The Tenant under the provisions of Title VII of the Civil Rights Act of 1964 agrees not to discriminate against any employee or applicant for employment because of sex, race, age, creed, color, religious affiliation, mental or physical disability, national origin, ancestry or marital status. Tenant further agrees to post, in conspicuous places available to employees and applicants for employment, notices setting forth the above agreement not to discriminate. The Tenant will not discriminate in the conduct and operation of its business in the leased premises against any person or group of persons because of sex, race, age, creed, color, religious affiliation, mental or physical disability, national origin, ancestry or marital status.

13.8. Termination for Convenience. This Lease may be terminated by Landlord in accordance with this clause in whole, or from time to time in part, whenever the Landlord determines that such termination shall be in the best interest of the Eagle County School District. Landlord shall give Tenant 180 days advance notice prior to the termination becoming effective. If the termination for convenience is invoked by the Landlord the tenant may request an equitable adjustment of any advanced payments of rent.

13.9. Certificate of Corporation. The Tenant hereby certifies that it is a _____ which is registered or qualified in accordance with the Colorado's Secretary of State and is in good standing.

13.10. Recordation. In the event either party desires to have this Lease recorded in Eagle County, the party requesting such recordation will be liable to pay any and all transfer taxes or recordation taxes and recording fees. In the event this Lease is recorded, the Tenant agrees upon termination of this Lease to deliver to Landlord a release document in recordable form.

13.11. No Contingent Fees. The Tenant warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Tenant, to solicit or secure this Lease Agreement, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of this Lease Agreement.

13.12. Mandatory Disclosures.

(a) Financial Disclosure The Tenant agrees to forward any and all financial documents requested by Landlord to demonstrate Tenants ability to meet Lease requirements.

13.13. Warranty. The Tenant hereby represents and warrants that:

(a) The Tenant is qualified to do business in the State of Colorado and Tenant will take such action as, from time to time may be necessary, to remain so qualified;

(b) The Tenant is not in arrears with respect to the payment of any monies due including but not limited to the payment of taxes and employee benefits, and the Tenant shall not become so in arrears during the term of this Lease;

(c) The Tenant shall observe, be responsible for, and comply with all rules and regulations duly promulgated by the Landlord from time to time and all Federal, State and local laws, regulations and ordinances applicable to the Tenant's use, activities, and obligations under this Lease; and

(d) The Tenant shall obtain, at Tenant's sole expense, all licenses, permits, insurance, and governmental approvals, necessary to the performance of its obligations under this Lease.

IN WITNESS WHEREOF, each party hereto has executed and sealed this Lease or caused it to be executed and ensealed on its behalf by its duly authorized representatives, the day and year first above written.

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LANDLORD:

TENANT:

EAGLE COUNTY SCHOOL DISTRICT

a, (entity type) _____

by: _____

by: _____

its: _____

its: _____

LEASE AGREEMENT EXHIBITS (to be attached before executed)

Exhibit i	Address, Floor Plans, Site Map	<i>use RFP Exhibits 1 & 2</i>
Exhibit ii	Compensation & Payment Schedule	<i>use RFP Attachment E</i>
Exhibit iii	Uses (allowed & proposed)	<i>use RFP Attachment D & Exhibit 6</i>
Exhibit iv	Operational & Utility Expenses	<i>use RFP Exhibit 3</i>

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RFP EXHIBIT 5 - Allowed Uses

Use	All Mixed-Use Zones	All Recreation and Open Space Zones	Light Industry and Public Facilities Zone	Use	All Mixed-Use Zones	All Recreation and Open Space Zones	Light Industry and Public Facilities Zone
R=Use by Right N=Not Permitted C=Conditional Use L=Limited Use Accessory Uses customarily associated with allowable uses							
Athletic fields *	R	N	R	Parks and Playgrounds *	R	R	N
Automotive detail shops	N	N	N	Pawn shops	N	N	N
Automotive parts sales	N	N	N	Photographic studios	N	N	N
Bakeries and confectionaries	N	N	N	Professional activities	N	N	N
Bakeries and delicatessens with food service	N	N	N	Professional offices, business offices and studios	N	N	N
Banks and financial institutions	N	N	N	Radio and television stores and repair shops	N	N	N
Barbershops	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 goods stores; luggage stores; music and record stores; newsstands and tobacco stores; sporting goods stores; stationary stores; toy stores; variety stores; yardage and dry goods stores			
Beauty shops	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
Business and office services	N	N	N	Senior housing, retirement communities *			
Car washes	N	N	N	Service businesses	N	N	N
Cocktail lounges, taverns	N	N	N	Single family dwellings	R	N	N
Commercial accommodations	N	N	N	Small appliance repair shops, excluding furniture repair	N	N	N
Community-oriented buildings, facilities and uses *	R	N	N	Studios for arts, crafts, performing arts*	R	N	N
Convenience stores	N	N	N	Tailors and dressmakers	N	N	N
Day care, Early Learning*				Theaters	N	N	N
Delicatessen and specialty food stores	N	N	N	Theaters, meeting rooms and conference centers*	R	N	N
Dormitory Housing *	R	N	N	Trails, trailheads *	R	R	R
Drive thru/up establishments	N	N	N	Travel and ticket agencies	N	N	N
Drugstores and pharmacies	N	N	N	Water treatment, storage and distribution facilities *	R	R	R
Dry cleaners	N	N	N	Other uses determined to be similar in nature to other permitted uses*	R	R	R
Duplex/Two-family dwellings	R	N	N				
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	N				
Office use	N	N	N				
Offices associated with community or non-profit organizations							

Note - Uses with "*" are new uses proposed specific to Maloit Park.

- END OF RFP -

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



TOWN COUNCIL
Mayor - Gordon "Hawkeye" Flaherty
Mayor Pro Tem - George Brodin
Councilwoman - Shelley Bellm
Councilwoman - Lorraine Haslee
Councilman - Jerry Bumgarner
Councilman - Aggie Martinez
Councilman - Matt Scherr

AGENDA ITEM COVER SHEET

AGENDA TITLE: XCEL Energy
MEETING DATE: January 5, 2010
PRESENTER: Jim White, Town Manager/Todd Anderson, XCEL Energy
BACKGROUND: <p>The Town of Minturn received a call recently from Todd Anderson, XCEL Energy, notifying us of a future regional project to commence in our region in 2011. Todd and I agreed it would be beneficial to have him make a presentation to Town Council about the project well in advance of its start date.</p>
CORE ISSUES: <p>Todd Anderson, XCEL Energy, Area Manager, Community and Local Government Affairs, from the Boulder office, will be present to address current information related to XCEL Energy in our area.</p> <p>Specifically, he will be discussing the Edwards to Minturn gas line replacement scheduled to begin on or about May 2011. Fred Eggleston, Area Manager, from the Grand Junction office, will accompany Todd.</p> <p>Todd will also provide a brief overview of our utility under-grounding budget through our current franchise agreement with XCEL Energy.</p>
BUDGET/FINANCE IMPLICATIONS: <p>None anticipated with the gas line replacement project. Future utility under grounding would have financial implications...current projections are \$250-\$300 per linear foot.</p>
STAFF RECOMMENDATION/MOTION: <p>N/A Presentation and Discussion</p>

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Jim White
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Councilman – Aggie Martinez
Councilman – Matt Scherr

AGENDA ITEM COVER SHEET

AGENDA TITLE: Future Uses/ Minturn Middle School
MEETING DATE: January 5, 2010
PRESENTER: Jim White, Town Manager/Aldo Radamus, Vail Ski and Snow Club
BACKGROUND: Minturn Middle School is scheduled to close following the end of classes in the spring of 2011. Prospects for future uses of the school have been considered by interested parties. Aldo Radamus made a presentation to Town Council on a previous occasion. As speculation about future uses of the school have surfaced, he is interested in returning to Town Council for continued discussion.
CORE ISSUES: The Eagle School District issued an RFP to solicit prospects for future uses of the Minturn Middle School once it vacates its present site. Several entities considering opportunities for their programs are interested in the Minturn Town Council’s vision for future uses of the school. Though no imminent plans have yet emerged, interests in collective uses are surfacing. Several entities were represented at the site visit that was held on December 20, 2010 as a requirement of the RFP process.
BUDGET/FINANCE IMPLICATIONS: None planned at this time by the Town of Minturn.
STAFF RECOMMENDATION/MOTION: N/A Presentation and Discussion

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



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Councilwoman – Shelley Bellm
Councilman – Earle Bidez
Councilman – Jerry Bumgarner
Councilman – Aggie Martinez
Councilman – John Rosenfeld

AGENDA ITEM COVER SHEET

AGENDA TITLE: Resolution 1 – 2011 Designation of the in-town posting sites for Public Notices and meetings.
MEETING DATE: January 5, 2011
PRESENTER: White
<ul style="list-style-type: none">• BACKGROUND: This is an annual Resolution designating our legal posting sites within the Town of Minturn for all public notices and notices for public meetings of the Town of Minturn. Note: the Town also uses the posting box located on Cemetery bridge; however this is not an official site as we are only required by Charter to have four sites. We will continue to use that Cemetery Bridge box.
CORE ISSUES:
STAFF RECOMMENDATION/MOTION: Motion to approve Resolution 1 – 2011 a Resolution designating four public places within the Town of Minturn for the posting of Public Notices and Notices for Public Meetings of the Minturn Town Council, Planning Commission, and other Boards, Commissions, and Authorities of the Town of Minturn as presented.

TOWN OF MINTURN

RESOLUTION NO. 1 – SERIES 2011

A RESOLUTION DESIGNATING FOUR PUBLIC PLACES WITHIN THE TOWN OF MINTURN FOR THE POSTING OF PUBLIC NOTICES AND NOTICE FOR PUBLIC MEETINGS OF THE MINTURN TOWN COUNCIL, PLANNING AND ZONING COMMISSION, AND OTHER BOARDS, COMMISSIONS, AND AUTHORITIES OF THE TOWN OF MINTURN.

WHEREAS, the Town of Minturn is a Home Rule Municipality under the Colorado Constitution; and

WHEREAS, the Town of Minturn Charter – Section 4.8 requires notices of public meetings be posted at four (4) public places at least 24-hours prior thereto, and

WHEREAS, the Town of Minturn now wishes to designate a public place within its boundaries for posting of such full and timely notice to the public for public notices and for of the Town Council, the Planning and Zoning Commission, and other boards, committees, and authorities of the Town;

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MINTURN, COLORADO THAT:

- 1) The Town Council hereby designates the following as the public places for the posting of full and timely notice to the public as provided for in the Minturn Town Charter:
 - The bulletin board on the outside of the Town Center at 302 Pine St.
 - The bulletin board outside of the Town Center at 301 Boulder St.
 - The phone pole posting box at 242 Pine St.
 - The phone pole posting box at 243 Boulder St.
- 2) This Resolution shall take effect immediately upon its passage.

INTRODUCED, READ, APPROVED AND ADOPTED this 5th day of January 2011.

HAWKEY FLAHERTY, MAYOR

ATTESTS:

JAY BRUNVAND, TOWN TREASURER