



Agenda

Planning Commission Regular Meeting | 5:30 PM

Wednesday, July 8, 2026

Town Hall / Council Chambers - 302 Pine St Minturn, CO

The agenda is subject to change, including the addition of items 24 hours in advance or the deletion of items at any time. The order of agenda items listed are approximate.

This agenda and meetings can be viewed at www.minturn.org.

Meeting Access Information and Public Participation:

This will be an in-person meeting with access for the public to attend in person or via the Zoom link included. Zoom Link: <https://us02web.zoom.us/j/86927734553>

Zoom Call-In Information: 1 651 372 8299 or 1 301 715 8592 **Webinar ID:** 869 2773 4553

Please note: All virtual participants are muted. In order to be called upon an unmuted, you will need to use the “raise hand” feature in the Zoom platform. When it’s your turn to speak, the moderator will unmute your line and you will have five minutes for public comment.

Public Comments: If you are unable to attend, public comments regarding any items on the agenda can be submitted to Madison Harris, Senior Planner, prior to the meeting and will be included as part of the record.

- 1. Call to Order**
- 2. Roll Call and Pledge of Allegiance**
- 3. Approval of Regular Agenda**
Opportunity for amendment or deletions to the agenda.
- 4. Approval of Minutes**
 - A. June 24, 2026**
- 5. Declaration of Conflicts of Interest**
- 6. Public Comment**
Citizens are invited to comment on any item not on the regular Agenda subject to a public hearing. Please limit your comments to five (5) minutes per person unless arrangements have been made for a presentation with the Town Planner. Those who are speaking are requested to state their name and address for the record.
- 7. Special Presentations**
Presentations are limited to 5 minutes. Invited presentations are limited to 10 minutes if prior arrangements are made with the Town Clerk.

8. Design Review and Land Use Public Hearings

9. Discussion / Direction Items

A. Minturn Forward: Land Use Code Update - Article 1: General Provisions cont.

10. Staff Reports

A. Manager's Report

11. Planning Commission Comments

12. Future Meetings

A. July 22, 2026

B. August 12, 2026

13. Adjourn



Official Minutes

Planning Commission Regular Meeting | 5:30 PM

Wednesday, June 24, 2026

Town Hall / Council Chambers - 302 Pine St Minturn, CO

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Zoom Call-In Information: 1 651 372 8299 or 1 301 715 8592 **Webinar ID:** 815 0138 1187

Please note: All virtual participants are muted. In order to be called upon an unmuted, you will need to use the “raise hand” feature in the Zoom platform. When it’s your turn to speak, the moderator will unmute your line and you will have five minutes for public comment.

Public Comments: If you are unable to attend, public comments regarding any items on the agenda can be submitted to Madison Harris, Senior Planner, prior to the meeting and will be included as part of the record.

1. Call to Order

Lynn Teach called the meeting to order at 5:30 p.m.

2. Roll Call and Pledge of Allegiance

Planning Commission Chair Lynn Teach and Planning Commission Members Jeff Armistead, Michael Boyd, Melissa Decker, Amanda Mire, and Darell Wegert.

Staff Members Present: Planning Director Scot Hunn, Town Engineer Jeff Spanel, and Senior Planner Madison Harris.

3. Approval of Regular Agenda

Opportunity for amendment or deletions to the agenda.

Motion by Darell W., second by Melissa D., to approve the agenda as presented. Motion passed 5-0.

Note: Michael B. is attending in his status as an alternate.

4. Approval of Minutes

A. June 10, 2026

Motion by Melissa D., second by Amanda M., to approve the minutes of June 10, 2026 as presented. Motion passed 5-0.

Note: Michael B. is attending in his status as an alternate.

5. Declaration of Conflicts of Interest

Jeff A. has a conflict of interest with agenda items 8A as he is the applicant and 8C as he is the general contractor.

Amanda M. has a conflict of interest with agenda item 8C as she is the applicant.

Motion by Michael B., second by Darell W., to allow Jeff A. to present his agenda item(s). Motion passed 5-0.

Motion by Michael B., second by Darell W., to allow Amanda M. and/or Jeff A. to present their agenda item. Motion passed 4-0.

6. Public Comment

Citizens are invited to comment on any item not on the regular Agenda subject to a public hearing. Please limit your comments to five (5) minutes per person unless arrangements have been made for a presentation with the Town Planner. Those who are speaking are requested to state their name and address for the record.

No public comment.

7. Special Presentations

Presentations are limited to 5 minutes. Invited presentations are limited to 10 minutes if prior arrangements are made with the Town Clerk.

8. Design Review and Land Use Public Hearings

A. Midtown Village Planned Unit Development - Final Subdivision Plat

Note: Jeff A. recused himself as he is the applicant.

Madison H. introduced the agenda item. The Applicant, Midtown Lofts, LLC, requests review by the Commission of the Midtown Village PUD Final Subdivision Plat. Final Plan and Final Subdivision Plat review is the third and final step in the review and approval process necessary for the creation of a Planned Unit Development within the Town of Minturn. The Minturn Planning Commission is also charged with reviewing the Final Plat document(s), independent of the Final Plan and/or the Subdivision Improvements Agreement. The plat has been deemed compliant with the Town's standards and includes revisions that were recommended by the Commission and/or the Town staff during the review of the Preliminary Plat. Additionally, the plat has been reviewed by the Town Engineer, Jeff Spanel, and the Town Attorney, Michael Sawyer, who have no further comment to be addressed by the Applicant. Staff is **recommending approval** for the Final Subdivision plat because the plat complies with the Town's subdivision standards and criteria. The Midtown Village PUD is situated on 2.53 acres in the South Town Character Area – Section: 35 Township: 5 Range: 81 PCLIN SE1/4 NE1/4 Subdivision: South Minturn Estates PT of PT of Parcel B, Section: 35 Township: 5 Range: 81 PCLIN SE1/4NE1/4, Subdivision: South Minturn Addition Lots 11-13 – at the 900 Block of Main Street/Highway 24. This parcel has historically been used for residential and commercial purposes - with a few residential structures currently existing on the property. The Final Plat documents reflect and are consistent with the Preliminary Plans and the Preliminary Subdivision Plat that were reviewed and approved by the Town in January 2025. Importantly, the Final Plat documents appear to have been updated and revised in accordance with conditions of Preliminary Plat approval and the comments of the Town of Minturn staff.

Mr. Armistead, applicant, said that nothing has changed. This new plat abandons all old interior property lines and creating five new tracts (A-E) and the Final Plan, Covenants, and intricacies that were formerly reviewed have not changed

substantially.

Public comment opened.

Mark Sifer, 342 Main Street.

Asked for clarification on where this project is.

Public comment closed.

Melissa D. asked if the Quintana parcel is being developed last.

- Mr. Armistead said that they are proposing to build Tract A first, but after that there is no particular order that the tracts will be developed.

Darell W. asked if the CDOT access has been figured out.

- Mr. Armistead said that CDOT wanted them to give up one of their two entrances so they will only have one entrance through the Quintana lot and there will be a breakaway gate where the other former entrance exists for emergency access.

Motion by Michael B., second by Amanda M., to forward a recommendation of approval to the Town Council of Midtown Village Planned Unit Development - Final Subdivision Plat. Motion passed 5-0.

Note: Jeff A. is recused so Michael B. is voting as a regular member.

Note: Jeff A. unrecused himself.

B. 671 Main Street - Variance Request for Relief from the Rear Setback

Madison H. introduced the agenda item. The Applicant, Michael Ayre, requests review of a request for relief from the ten foot (10') rear setback at 671 Main Street in the Old Town Residential Zone District. The Applicant would like to install a 24' x 24' garage with a building height of 11.49 feet measured to the midpoint of the roof encroaching seven (7) feet into the rear setback. Previously there was a garage in roughly the same location that had to be demolished due to safety concerns. In an effort to work within the spirit and intent of the Zoning Guidelines, and to otherwise reduce the amount of relief (from the rear setback) requested to achieve the project design goals, staff respectfully suggests that perhaps a lesser request for relief from the dimensional limitation may be more appropriate. The Applicant argues that the lot is irregularly shaped which is where the "exceptional or extraordinary circumstances" criteria can apply. Staff recognizes that the lot is a little oddly shaped, but is unsure if it is to the degree that it would qualify as an "exceptional or extraordinary circumstance." Staff does not believe that this will have a negative impact on light or air, and in fact is very similar to many other accessory buildings in the area. The Applicant has provided several examples of adjacent properties that also have their accessory buildings of various sizes encroaching into the rear setback to various degrees with several appearing to sit on the property line. While this doesn't prove exceptional or extraordinary circumstances, it does lend credence to the fact that there should be no detriment to the public with the granting of a variance. Smaller accessory structures i.e. sheds are permitted via Sec. 16-2-50 to encroach in the rear yard setback as long as five feet is maintained from all lot lines. It is staff's opinion that if the variance is granted, the garage should be moved to maintain at least that five foot minimum distance to the rear property line.

Michael Ayre, 671 Main Street

Had purchased an older home with an older garage structure that he tried to save, but it very quickly became apparent that it was too structurally unsound. The joists were twisted and there was almost no foundation. With the 10 foot setback that leaves almost no backyard at all. Looking at the historical line of the street, about 90% of the neighboring properties have 0 foot lot lines. With a 10 foot setback

people pull in and hang out into the street so thinks the rear setback should either be five feet to discourage no parking in the setback or 20 feet to allow a full parking space in the setback.

Public comment opened.

No public comment.

Public comment closed.

Jeff A. clarified that the Applicant knew the existing garage was a non-conforming structure.

- Mr. Ayre said that he was aware that it was non-conforming to some extent.

Amanda M. asked why the garage was likened to sheds and also what the threshold for a shed is. Asked if Public Works has been consulted for how this might affect snow removal.

- Madison H. explained that she was trying to figure out a similar situation in the code in order to help liken the variance to. Sheds are allowed to encroach into the rear setback as long as five feet is maintained from all property lines. Sheds are typically limited to 120 square feet. Public Works has not been consulted but given the copious other examples of something similar occurring in this block it shouldn't negatively impact snow removal operations. Staff can double check with Public Works though.
- Scot H. clarified that the code only provides guidance on size of sheds because anything over 120 square feet needs a building permit. However the code does not technically have a size limit for a shed.

Michael B. asked if a demo permit had been pulled to tear down the previous building. Would like to put a cap on shed size in the future. Questioned if the existing shed will be removed. Has concerns about line of site coming out of the garage.

- Yes a demo permit was pulled. Staff is under the impression the shed will be removed and the garage placed on top of it.
- Mr. Ayre will be maintaining a portion of the shed to store trash.
- Michael B. asked if staff believes that this variance fits all the criteria.
- Mr. Ayre said that Eagle has changed their rear setback to 2.5' in order to help bring their non-conformities into conformity.
- Michael B. has concerns about not replacing the non-conforming structure with a conforming one as well as any potential safety impacts with pulling/backing out into an alley.

Darell W. asked how many properties are past 671 Main Street.

- There are four on Main Street and three on Boulder. Two of the Main Street properties access off of Main Street and two access off of Boulder.

Amanda M. clarified that the variance requested will run with the land.

Melissa D. doesn't believe that this request meets the variance criteria.

Lynn T. would like the numbers regarding building/impervious coverage to be corrected as they currently don't total properly. Clarified that the driveway off of Main street will still be there

- Mr. Ayre said that it will be going away to create the yard.
- Lynn T. doesn't want to set a precedent for everyone in the surrounding area.

Melissa D. isn't comfortable with the conflation of a shed with a garage. They are two different sized structures.

Jeff A. clarified that this isn't spot zoning. Has concerns with the proximity to the property line and the water/sewer lines in the road so if anyone needs to do work in the ROW there may be conflicts. This is setting a precedent to essentially cut the rear setback to five feet.

- Amanda M. agrees.

Motion by Darell W., second by Amanda M., to forward a recommendation of denial to the Town Council for 671 Main Street - Variance Request for Relief from the Rear Setback. Motion passed 5-0.

Note: Michael B. is attending in his capacity as an alternate.

Note: 5 minute recess called at 6:34 p.m.

C. 414 Eagle River Street - Changes to Approved Plans

Note: Amanda M. and Jeff A. recused themselves as they are the applicant and builder.

Madison H. introduced the agenda item. This is a single family home in the Old Town Character Area Mixed Use Zone District. What is being proposed is to remove the previously approved addition at the rear of the structure, but still enclose the existing porch. Building height is changing from 21' 6" at the top of the privacy wall on the addition to 19' 9" to the top of the ridge. Building coverage is changing from 2,200 square feet (39%) to 2,087 square feet (38.28%) and impervious coverage is changing from 2,714 square feet (49%) to 2,156 square feet (39.55%) Staff believes that the proposal meets the standards laid out in the Minturn Municipal Code just like the original application.

Mrs. Mire clarified that the building footprint is actually 1,846.

Darell W. clarified that this is a downsizing of what was originally proposed.

- Mrs. Mire said yes they are just enclosing their covered porch.

Public comment opened.

No public comment.

Public comment closed.

Motion by Michael B., second by Melissa D., to approve 414 Eagle River Street - Changes to Approved Plans as presented. Motion passed 4-0.

Note: Amanda M. and Jeff A. are recused and Michael B. is voting as a regular member.

Note: Jeff A. unrecused himself and Amanda M. left the meeting at 6:43 p.m. Town Manager Rob Gutierrez joined the meeting.

9. Discussion / Direction Items

10. Staff Reports

A. Manager's Report

Rob G. stated that we are going into Stage 2 Fire Restrictions on Friday morning. The Holy Cross transmission line is looking to be a 2027 project. Thanked the Planning Commission for their time and attention with Jessica's Regional Housing Authority presentation.

11. Planning Commission Comments

Darell W. expressed that with the work up on Battle Mountain and the one lane closure

with the stop light there has been less semi-truck traffic going through town.

Lynn T. thanked Darell W. for letting her know about fire proof screening and a fire proof tarp and she got a fire proof tarp large enough to cover her wood pile. Gave an update on the Market booth.

Jeff A. said that the first Minturn Concert of the Summer Series is tomorrow night.

12. Future Meetings

A. July 8, 2026

B. July 22, 2026
Melissa D. and Scot H. will not be here.

13. Adjourn

Motion by Michael B., second by Darell W., to adjourn the regular meeting of June 24, 2026 at 6:53 p.m. Motion passed 5-0.

Note: Amanda M. is excused absent and Michael B. is voting as a regular member.

Lynn Teach, Commission Chair

ATTEST:

Scot Hunn, Planning Director



Minturn Forward Memo

TO: Minturn Planning Commission
FROM: Town Staff and Matt Farrar (Western Slope Consulting)
DATE: July 2, 2026
ATTACHMENTS: Draft v1 Article 1: General Provisions (Part 2)

A. Part 1 of Article 1: General Provisions

Attached is part 2 of the draft of Article 1: General Provisions. Part 2 of the draft of Article 1 includes the remaining components of Article 1, which include the following:

- General Purpose Statements
- Legal Nonconforming Uses, Structures, Lots, and Site Features
- Improvements Agreements
- Violations, Inspections & Enforcement

In the attached draft of Article 1, staff has done their best to use revision marks and comments to identify new, recommended provisions, as well as recommended changes to existing provisions from Chapter 16: Zoning and Chapter 17: Subdivisions of Minturn's Municipal Code ("Code"). Existing Code language is provided in black text.

ARTICLE 1: GENERAL PROVISIONS

Section 16-1-###: Purpose & Intent

A. Purpose

~~This Chapter is drawn in accordance with~~ The general purpose of this Chapter is to:

1. ~~Facilitate the implementation of the~~ Minturn Community Plan ("Master-Community Plan"), ~~other plans adopted by the Town, and intergovernmental agreements that the Town is a party to is intended to implement said Community Plan.~~
2. ~~Protect and~~ promote the health, safety, ~~and general~~ welfare, ~~and convenience~~ of the Town's citizens. ~~of the Town by:~~
3. Preserve and ~~promote~~ enhance the Town's Minturn's unique, small-town character that is rooted in the Town's economy, heritage and small town qualities ~~built environment.~~
4. ~~Encourage economic diversity and resiliency in Minturn and~~ Preserve-protect and promote enhance the strength and well-being of the Town's economy, ~~heritage and small town qualities~~
5. Protect the quality and well-being of Minturn's natural environment from adverse impacts from growth and development.
6. Ensure balanced and orderly growth and development patterns in Minturn that allow for public infrastructure and government services to be provided to existing and future citizens of the Town in an efficient, logical, phased, and fiscally responsible manner.
7. Regulate the division, use, and development of land based on the community's vision for Minturn as set forth in the Community Plan and other plans adopted by the Town.
8. Eliminate, minimize, and/or mitigate impacts to surrounding areas and the broader community, and conflicts between different types of land uses and development.
9. Support a diverse supply of housing in Minturn that prioritizes full-time residents and allows residents of all ages and income levels to find safe, quality housing at attainable purchase prices and rental rates.
10. Ensure that all new development in Minturn has an adequate, reliable, and legal physical water supply that meets the needs of the occupants and/or users of the development.
11. Establish review procedures that are straightforward, understandable, and applied uniformly.
12. Ensure that this Chapter complies with all applicable state and federal laws.
1. ~~Dividing the Town into distinct Character Areas and zoning districts which control future land use through the use of land and buildings, the intensity of such use, including bulk and height, and the amount of surrounding open space;~~
2. ~~Providing suitable transitions between areas of different land uses;~~

- ~~3. Limiting the bulk, scale and density of new and existing structures to preserve the desired character of the Town and assuring adequate light and air;~~
- ~~4. Establishing and regulating setback lines along streets and highways, property lines and watercourses;~~
- ~~5. Minimizing adverse impacts on landowners from incompatible neighboring developments and conserving the value of property; and~~
- ~~6. Reducing the danger and congestion along Highway 24 and on Town streets.~~
- ~~7. Providing for orderly, controlled development; by requiring disclosure to purchasers of unknown risks; and by establishing minimum standards for the design of land subdivision projects to ensure that all public and private facilities, including streets and other forms of access, drainage, water supply and sanitation improvements necessary to support human occupation on the land, are provided while also protecting the land form, streams and vegetation from the effects of excessive earthwork and deforestation resulting in extensive erosion and other forms of environmental deterioration. To assure attainment of the objectives, it is necessary that each subdivision be planned in an efficient and economical manner.~~
- ~~8. Establishing the minimum standards for the division of land and improvement of that land in the Town:~~
 - ~~a. *General.* Establish reasonable and equitable procedures and standards for the subdivision of land.~~
 - ~~b. *Safe and convenient traffic circulation.* Require the provision of safe and convenient vehicular and pedestrian traffic circulation.~~
 - ~~c. *Adequacy of public facilities.* Ensure that public facilities are available to serve development.~~
 - ~~d. *Conserve and manage natural resources.* Conserve and manage natural resources.~~
 - ~~e. *Minimize air and water pollution.* Minimize the impacts of air and water pollution and the degradation of land.~~
 - ~~f. *Open space.* Provide for open space and recreational land through efficient and appropriate subdivision design.~~
 - ~~g. *Consistency with Master Plan and Land Use Regulations.* Guide future growth and development consistent with the Master Plan and the Land Use Regulations.~~
 - ~~h. *Safety from fire, flood and other disasters.* Maintain or improve safety from fire, flood and other potential disasters.~~
 - ~~i. *Adequate light, air and privacy.* Provide adequate light, air and privacy for land uses.~~

- j. ~~Recordation.~~ Ensure that the subdivision of lands is recorded with proper legal descriptions and monuments.

Section 16-1-##: Legal Nonconforming Uses, Structures, and Lots

A. Purpose and Intent

1. **Purpose.** The purpose of this Section is to establish regulations for any use of land, structure, building, lot, or site feature ~~Within the provisions established by this Chapter, there exist uses of land, structures and lots that were was~~ lawfully established ~~before prior to the this adoption of, or amendment to, this Chapter was adopted or amended, and~~ that now, does not conform to the ~~standards applicable provisions~~ of this Chapter. ~~The purpose and intent of this Article is to regulate and limit the continued existence of those uses, structures and lots that do not conform to the provisions of this Chapter or any amendments thereto.~~
2. **Intent.** ~~It is the intent of this Chapter-Section is to permit these nonconformities~~ legal nonconforming uses, structures, buildings, lots, and site features to continue in accordance with specific requirements until they are removed, but not to encourage their continuation except under the limited circumstances established in this Article. The provisions of this Article are designed to curtail substantial investment in nonconforming uses, structures and lots to preserve the integrity of this Chapter and the Community Plan.

B. General Provisions

1. **Applicability.** This Section applies to ~~Any any use of land, structure, building, lot, or site feature that was lawfully established prior to in existence and lawful at the time of adoption of the initial ordinance codified herein, or any subsequent amendment to, this Chapter hereto which and that now, does is not in conformance with to the applicable provisions of this Chapter as a result of either a governmental action or an action that was not initiated by the property owner including, but not limited to, the following: or amendment, shall be considered a legal nonconforming use, structure or lot and may continue, pursuant to this Article.~~
 - a. The adoption of, or amendment to, this Chapter.
 - b. The acquisition of property by a governmental entity.
 - c. A court decision authorizing or prohibiting a use of land, a structure, a building, a site feature, and/or a division of land in a manner that is not authorized by this Chapter.
2. ~~Any use of land which was approved by the Town Council prior to the adoption of the initial ordinance codified herein this Chapter, or any amendment hereto, which and that is now, does not conform in violation of to the terms of applicable provisions of this Chapter, or any amendment hereto, may proceed to completion and implementation be established and be treated as a legal nonconforming use, provided that such completion and implementation are pursued with reasonable diligence and completed the use is established within eighteen (18) months from the initial ordinance codified herein effective date of this Chapter or any amendment hereto. This time period may be extended for a period not to exceed six (6) months upon approval in accordance with procedures for a conditional use, as set forth in Article 21 above.~~

~~3. If this Chapter is found in conflict with the building codes as adopted by the Town, the building codes shall take precedence.~~

Commented [MF1]: NOTE TO PLANNING COMMISSION:
This provision has been moved under the Conflicting Provisions Subsection under Article 1: General Provisions.

3. **Burden of Proof.** The burden of proving the lawful existence of a nonconforming use, structure, building, lot, and/or site feature shall solely be the responsibility of the owner or occupant of the property asserting legal nonconforming status.

4. **Change of Ownership or Tenancy.** Changes in ownership, tenancy, and/or management shall not affect the status of a legal nonconforming use, structure, building, lot, or site feature provided that such use, structure, building, lot, or site feature continues to comply with all applicable provisions set forth in this Section.

5. **No Vested Right Created.** The existence of a legal nonconformity under this Section does not, by itself, create a vested property right under Colorado law. A vested property right is only created in accordance with Section 16-#-### or through a determination by a court of competent jurisdiction that the actions of the Town have created a common law vested property right.

Commented [MF2]: NOTE TO PLANNING COMMISSION:
Staff will ensure that a definition for "legal nonconformity" is included in the new Terms & Definitions Article.

C. **Legal Nonconforming Uses**

A legal nonconforming use may continue subject to the following requirements:

1. **Alterations to a Legal Nonconforming Use.**

a. ~~A legal nonconforming use shall not be altered in any manner that increases the degree to which the use does not conform to the applicable provisions of this Chapter or any amendment hereto. Except as specifically provided in this Section, no person may engage in any activity that causes an increase in the extent of nonconformity of a nonconforming situation. In particular, physical alteration of structures or the placement of new structures on open land is unlawful if such activity results in:~~

~~a. An increase in the total amount of space devoted to a nonconforming use; or~~

~~b. Greater nonconformity with respect to dimensional restrictions, such as setback requirements, height limitation or density requirements, or other requirements such as parking requirements.~~

b. A legal nonconforming use shall not be expanded to occupy an area greater than that occupied by the use as of the date that the use became nonconforming.

c. ~~A legal nonconforming structure or a structure housing a nonconforming use shall not be moved, in whole or in part, to another location on or off the parcel of land property on which where it is located, unless it shall thereafter conform to the provisions of the zone into which it is moved.~~

d. ~~A legal nonconforming use shall not can only be changed to, or replaced with, any other a use except a conforming use that conforms to all applicable provisions of this Chapter or any amendment hereto.~~

2. **Abandonment of a Legal Nonconforming Use.**

- a. A legal nonconforming use shall be deemed abandoned, and the right to continue such use shall terminate, if any of the following occur:
 - i. Unless otherwise stated in this Subsection, a ~~nonconforming~~ use is discontinued for any reason or abandoned for a period of more than twelve (12) consecutive months, whether or not the equipment or furniture is removed, then such use or structure may not be reestablished or resumed, and any subsequent use or structure shall conform to the provisions specified by this Chapter.
 - ii. The property owner provides the Town with written notice of their intent to abandon the use.
- b. When If the owner or occupant of a property can provide the Town with evidence that any of the following resulted in the discontinuance of a legal nonconforming use, the time delay caused by such reason shall not be calculated for purposes of this Subsection.
 - i. An action by the Town or other governmental entity with jurisdiction action over the property that is not attributable to any act by the owner or occupant can be documented as the reason for discontinuance or abandonment, the time delay by the government shall not be calculated for purposes of this Section.
 - ii. A natural disaster.
- c. This time period may be extended for a period not to exceed twelve (12) months upon approval in accordance with procedures for a conditional use as set forth in Article 21 above.
- c. If a legal nonconforming use is deemed to be abandoned in accordance with this Subsection, the burden of proving that the use has not be abandoned shall solely be the responsibility of the owner or occupant of the property.

4. If a nonconforming structure or portion thereof or a structure containing a nonconforming use becomes physically unsafe or unlawful due to the lack of repairs or maintenance and is declared by either the Building Inspector or the owner to be an unsafe structure, it shall thereafter be rebuilt and repaired in conformance with the standards of this Chapter and the building, plumbing, fuel gas, mechanical and electrical codes currently adopted by the Town.

D. Legal Nonconforming Structures

A legal nonconforming structure may continue subject to the following requirements:

- 1. **Use of Structure Permitted.** Unless otherwise prohibited by this Chapter and/or the Minturn Municipal Code, a legal nonconforming structure can continue to be occupied and/or used.
- 2. **Alterations to a Legal Nonconforming Structure.**
 - a. A legal nonconforming structure shall not be altered in any manner that increases the degree to which the structure does not conform to the applicable provisions of this Chapter, or any amendment hereto, except as follows:

Commented [MF3]: NOTE TO PLANNING COMMISSION:
This provision has been incorporated under the Legal Nonconforming Structures Subsection.

- i. To install a solar energy system.
 - ii. To comply with the applicable provisions of the Americans with Disabilities Act, the Fair Housing Amendments Act, and/or similar Colorado legislation.
 - b. If a legal nonconforming structure is moved for any reason and any distance, the structure shall thereafter conform to all applicable provisions of this Chapter and any amendment hereto.
3. **Maintenance and Minor Repairs.**
- a. The routine maintenance of, and ~~Minor-minor~~ repairs to, and routine maintenance of property where nonconforming situations a legal nonconforming structure exist are permitted and encouraged provided that such activities comply with all applicable requirements of this Chapter, or any amendment hereto, and the Building Codes and Fire Codes adopted by the Town, and may or may not need a building permit, as determined by the Building Inspector.
 - b. Maintenance and minor repair activities are limited to the following:
 - i. Correcting any deterioration and/or damage to the exterior or interior appearance of a structure including, but not limited to, painting, repairing or replacing wall cladding, or repairing or replacing windows and/or doors.
 - ii. Correcting any deterioration and/or damage to the structural integrity of a structure including, but not limited to, replacing roofing, repairing a foundation, or repairing a load bearing wall.
 - iii. Repair or replacement of interior walls, fixtures, wiring, plumbing, and/or other similar elements of a structure.
4. **Damage to a Legal Nonconforming Structure.**
- a. A legal nonconforming structure that has been damaged, but not destroyed pursuant to this Subsection, may be reconstructed and/or repaired in accordance with the following requirements:
 - i. ~~Rebuilding~~ Unless otherwise stated in this Subsection, reconstruction and/or repairs must commence within six (6) months, and be completed within twenty-four (24) months, of the date of that the structure was damaged, the disaster and receive a certificate of occupancy within twenty four (24) months of commencing work. Any reconstruction and/or repairs that do not comply with this requirement must conform to the applicable provisions of this Chapter or any amendment hereto.
 - ii. The Planning Director may authorize an extension of the timeframes required for the commencement and/or completion of reconstruction and/or repairs if the owner or occupant of the structure provides evidence to the Town that additional time is necessary to resolve matters outside of their control (e.g., a delay due to the processing of an insurance claim).

- iii. Reconstruction and/or repairs must comply with all applicable Building Codes and Fire Codes adopted by the Town.
 - iv. The structure may be reconstructed and/or repaired to its configuration as of the date that it was damaged. However, reconstruction and/or repair of the structure shall not increase the degree to which the structure did not conform to the applicable provisions of this Chapter, or any amendment hereto, as of the date it was damaged.
5. **Destruction of a Legal Nonconforming Structure.**
- a. A legal nonconforming structure shall be deemed destroyed when one or more of the following occur:
 - i. More than fifty percent (50%) of the floor area of the structure is damaged.
 - ii. The cost to repair the damage to the structure is more than fifty percent (50%) of the actual value of the structure prior to the damage, as determined by the Eagle County assessor.
 - iii. The Planning Director or other governmental agency with jurisdiction determines that the structure was damaged by an intentional act of the owner or occupant of the property.
 - b. If a legal nonconforming structure, or portion thereof, is deemed destroyed, any reconstruction of, and/or repairs to, the structure must conform to the applicable provisions of this Chapter, or any amendments hereto, and all applicable Building Codes and Fire Codes adopted by the Town.
6. The Planning Director and/or Building Inspector may deem if a legal nonconforming structure or, or portion thereof, or a structure containing a nonconforming use becomes as physically unsafe or unlawful due to the lack of repairs, or maintenance, and/or other similar reason, and is declared by either the Building Inspector or the owner to be an unsafe structure, If this occurs, it such structure shall thereafter be rebuilt-reconstructed and/or repaired in conformance with the standards-applicable provisions of this Chapter, or any amendment hereto, and the building, plumbing, fuel gas, mechanical and electrical codes currently Building Codes and Fire Codes adopted by the Town.

E. Repair, Maintenance and Reconstruction

- 1. Minor repairs to and routine maintenance of property where nonconforming situations exist are permitted and encouraged and may or may not need a building permit, as determined by the Building Inspector.
- 2. Major renovation or rebuild, defined herein as work estimated to cost more than fifty percent (50%) of the valuation of the structure to be renovated, must be renovated or replaced by conforming with current zoning and building codes, and will definitely require a building permit.
 - a. The only exception to Subsection (a) above shall be in the case of rebuilding following fire or natural disaster which causes more than fifty percent (50%) of the appraised valuation of the structure to need rebuilding.

Commented [MF4]: NOTE TO PLANNING COMMISSION:
This language has been incorporated under the Legal Nonconforming Structures Subsection above.

~~b. This exception must be approved by the Design Review Board with the following findings:~~

~~i. The structure was in use at the time of the fire or natural disaster.~~

~~ii. The owner of the structure at the time of the fire or natural disaster must be wishing to rebuild the structure.~~

~~iii. No change of use is taking place.~~

~~iv. Rebuilding must commence within six (6) months of the date of the disaster and receive a certificate of occupancy within twenty four (24) months of commencing work.~~

~~c. Any change in size or type of a structure must be approved by the Design Review Board.~~

~~2. All major renovations, as defined in Subsection (a) above, must conform with Design Review Standards and shall mitigate potential safety issues as may be identified by the Design Review Board prior to commencing work. Potential safety issues include safety personnel access, snow shedding, fire and clear vision area.~~

~~3. Additions, defined herein as additional building square footage, shall conform with all applicable codes at the time of construction. Additions shall be excluded from calculations of "cost" for the purposes of this Chapter.~~

~~4. This Section shall not be in conflict with the building, mechanical, fuel gas, plumbing and electrical codes currently adopted by the Town. If any such conflict shall arise between the building codes and this Chapter, the building codes shall be considered prevailing.~~

~~5. For purposes of this Section:~~

~~a. The cost of renovation, repair or replacement shall mean the valuation as determined by the Building Inspector in the plans submitted for a building permit.~~

~~b. The cost of renovation, repair or replacement shall also mean the total cost of all such intended work, and no person may seek to avoid the intent of this Section by doing such work incrementally. All work done within three (3) years of the initial permit approval shall be considered in the total cost.~~

~~c. The cost shall exclude any new foundation and repair or replacement foundations for existing structures. This value is determined by a bid furnished to the owner.~~

~~d. The valuation shall mean the valuation determined by the County Assessor's most current valuation of improvements, not including the land. If the renovation, repair or replacement is less than the complete structure, then an average square footage price, calculated without respect to type of use, is applied to the proposed project area, defined herein as the area where any work is being done.~~

Commented [MF5]: NOTE TO PLANNING COMMISSION:
This provision has been incorporated under the Transition from Prior Regulations Section under Article 1: General Provisions.

~~5. The Planning Director shall issue the building permit if he or she finds that, in completing the renovation, repair or replacement work:~~

~~a. No violation of Section 16-23-30 above will occur; and~~

~~b. The permittee will comply to the extent reasonably possible with all provisions of this Chapter applicable to the existing use (except that the permittee shall not lose his or her right to continue a nonconforming use). Reasonably possible compliance does not include increasing the size of a lot or moving a substantial structure sited on a permanent foundation. Mere financial hardship caused by the cost of meeting such requirements does not constitute grounds for finding that compliance is not reasonably possible.~~

E. Legal Nonconforming Lots of Record

~~1. Where a legal lot of record on the effective date of the initial ordinance codified herein does not conform to the standards of the zone district in which it is located, it shall be considered a legal nonconforming lot, subject to the provisions of this Article.~~

1. **Use of Lot Permitted.** A legal nonconforming lot may be used for any purpose construction of a building allowed permitted in the zone district that the lot is located in, provided that all other zone district regulations, including but not limited to setbacks, applicable requirements of this Chapter, or any amendment hereto, are met.

~~3. The owner of a legal nonconforming lot of record may apply for any other use that is allowed by limited use review or allowed by conditional use review in the applicable underlying zone.~~

2. **Alterations to Legal Nonconforming Lot.**

a. ~~No A legal nonconforming lot conforming in size at the time the initial ordinance was codified herein shall cannot be subdivided, or reduced in size, or altered in any other manner that in such a way that it would become nonconforming increases the degree to which the lot does not conform to the applicable provisions of this Chapter or any amendment hereto.~~

b. A legal nonconforming lot may become conforming by merging such lot with an abutting lot in common ownership provided that the resulting lot conforms with the applicable requirements of this Chapter or any amendment hereto.

3. If the dimensions and/or size of a legal, conforming lot become nonconforming with the applicable requirements of this Chapter, or any amendment hereto, For the purposes of compliance with the requirements of this Chapter, lots that have been reduced in size as a result of either due to any of the following reasons, the lot shall be considered a legal nonconforming lot.

a. An act of condemnation under the eminent domain authorities of Articles 1 through 7, Title 38, C.R.S. the Colorado Revised Statutes, or

b. The grant of a deed to ~~such~~ a condemning authority in lieu of condemnation, ~~shall be considered to include such area transferred as a result of the condemnation action.~~

Commented [MF6]: NOTE TO PLANNING COMMISSION:
This language will be incorporated with the definition for a "Legal Nonconforming Lot of Record."

F. Legal Nonconforming Site Features

1. Unless otherwise stated in this Chapter, a legal nonconforming feature on a property may continue as it existed as of the date that it became nonconforming subject to the requirements set forth in this Subsection. Legal nonconforming features on a property may include, but are not limited to, the following:
 - a. Parking, loading, and/or queuing spaces.
 - b. Landscaping.
 - c. Screening.
 - d. Fencing.
 - e. Exterior lighting.
2. Alterations to Legal Nonconforming Site Feature.
 - a. A legal nonconforming feature shall not be altered in any manner that increases the degree to which it does not conform to the applicable provisions of this Chapter or any amendment hereto.
 - b. Any legal nonconforming exterior lighting that is changed and/or replaced must be changed and/or replaced to conform with the applicable standards set forth in this Chapter.
3. Abandonment of Legal Nonconforming Exterior Lighting. If the use of any legal nonconforming exterior lighting is discontinued for a period of one (1) calendar year or more, such lighting will be deemed abandoned and must be brought into conformance with all applicable requirements and standards of this Chapter.
4. Legal Nonconforming Signs. This Subsection shall not apply to legal nonconforming signs. Legal nonconforming signs are addressed under [Article #](#).

G. Mobile Home Replacement

Existing mobile homes in the Town shall not be replaced by another mobile home. Mobile homes may be replaced by manufactured homes and modular homes, provided that the manufactured home or modular home conforms to the requirements of the particular zone district it is to be set in. Mobile homes, manufactured homes and modular homes are defined as follows:

Manufactured home means factory built, single family structures that meet the National Manufactured Home Construction and Safety Standards Act, (42 U.S.C. § 5401), commonly known as the HUD Code.

Mobile home means a single family dwelling built on a permanent chassis designed for long term residential occupancy and containing complete electrical, plumbing and sanitary facilities and designed to be installed in a permanent or semi permanent manner with or without a permanent foundation, which is capable of being drawn over public highways as a unit or in sections by special permit.

Modular home means a single family dwelling which is partially or entirely manufactured in a manufacturing facility, is installed on an engineered permanent foundation; has brick, wood or

Commented [MF7]: NOTE TO PLANNING COMMISSION:
Staff is recommending that the provisions addressing legal nonconforming exterior lighting be incorporated under this Subsection.

The legal nonconforming exterior lighting provisions are currently under the Exterior Lighting Standards in Article 3: Subdivision & Development Standards.

Commented [MF8]: NOTE TO PLANNING COMMISSION:
This is already addressed under the Legal Nonconforming Use Subsection. Mobile Homes are not listed as an allowed use in the new Schedule of Uses (i.e., Mobile Homes are a prohibited use).

Staff will ensure that the definition for “Single-Family Dwelling” makes clear that Mobile Homes are not considered a single-family dwelling, which are a permitted use in many of the new zone districts.

~~cosmetically equivalent exterior siding and a pitched roof; and is certified pursuant to the building code adopted by the Town.~~

Commented [MF9]: NOTE TO PLANNING COMMISSION:
These existing definitions will be incorporated with the new Terms & Definitions Article.

~~H. Reduction or Elimination of Certain Nonconforming Uses and Structures~~

- ~~1. The Town Council may order termination or change of a prior nonconforming use or structure where it is determined, after a public hearing, that the termination or change required is in the interests of public health, safety or welfare, and such use is any of the following:~~
 - ~~a. A junkyard.~~
 - ~~b. A sign.~~
 - ~~c. Not essential to the economic usefulness of the buildings and other improvements involved, and they can be relocated at reasonable cost.~~
 - ~~d. If continued in its existing form, presents a serious danger to the public health or safety.~~
- ~~2. An order shall be issued pursuant to this Section only after a public hearing where the parties responsible for the use or structure are given notice.~~
- ~~3. An order issued under this Section shall only require action or inaction sufficient to remove the grounds for issuance of the order.~~
- ~~4. The order issued pursuant to this Section may require termination or change forthwith or within a reasonable period of time, where such delay is found to be just and reasonable in light of the following considerations:~~
 - ~~a. The type and location of the use or structure;~~
 - ~~b. The degree of nonconformance of the use or structure;~~
 - ~~c. The degree of immediate danger to public health and safety resulting from the use or structure; and~~
 - ~~d. The economic effect on the parties responsible for the use or structure resulting from the ordered termination or change.~~

Section 16-1-###: Improvements Agreement

A. Applicability

1. The provisions set forth in this Section establish the Town's minimum requirements for an Improvements Agreement. The Town Attorney and the Town Council shall have the authority to modify these requirements in an Improvements Agreement to ensure that they are appropriate for a specific subdivision, development, redevelopment, and/or use of land.
2. An Improvements Agreement, prepared in accordance with this Section, is required for any subdivision, development, redevelopment, and/or use of land that requires an applicant, or a successor in interest to the property, to construct, install, and/or dedicate public improvements.

3. An Improvements Agreement, prepared in accordance with this Section, is required if the Town determines that the failure of an applicant, or a successor in interest to the property, to complete private improvements required by this Chapter or by a condition attached to an approval or permit could result in the Town, another governmental entity, and/or a quasi-governmental entity needing to complete the construction and/or installation of such improvements to protect the public health, safety, and/or welfare.
4. No approval or permit will be issued until an Improvements Agreement, prepared in accordance with this Section, has been executed between an applicant and the Town Council.
5. If the Town Council, by a majority vote, determines that an Improvements Agreement is not necessary for a subdivision, development, redevelopment, and/or use of land, the Town Council may waive this requirement.
6. The foregoing provisions of this Subsection 17-7-20(3) shall not apply to An Improvements Agreement associated with any final plats for a property within the Battle Retained Parcels shall not be required to address off-site water system improvements.

B. Schedule of Improvements

1. An Improvements Agreement shall include a schedule of improvements that details all public and private improvements that the applicant is responsible for and cost estimates for such improvements.
2. Cost estimates shall be prepared by a professional engineer, registered in the state of Colorado, retained by the applicant.

C. Construction Schedule

An Improvements Agreement shall include a schedule that details the timing of the construction and/or installation of the public and private improvements that the applicant is responsible for. This schedule shall identify dates for the commencement and completion of such improvements.

D. Warranty of Public Improvements

1. An applicant shall warrant all public improvements for a period of two (2) years from the date that such improvements are accepted by the Town. Specifically, but not by way of limitation, the applicant shall warrant the following:
 - a. The title conveyed is good and its transfer rightful.
 - b. All public improvements conveyed are free from any security interest and/or other lien or encumbrance.
 - c. All public improvements conveyed are free of any defects in materials and/or workmanship.
2. To warrant public improvements against defects during the two (2) year warranty period, the Town shall retain or require the applicant to deposit a financial guarantee that complies with all applicable requirements set forth in this Section and in an amount equal to ten percent (10%)

of the total construction cost of the public improvements itemized in the schedule of improvements.

3. If the Town determines that there is a defect in any public improvement, the Town shall provide the applicant with written notice of such defect. The applicant shall have ninety (90) calendar days from the date of the notice, or lesser timeframe if the warranty period expires in less than ninety (90) calendar days, to cure the defect. If the applicant fails to cure the defect within the applicable timeframe, the Town shall have the right to draw on the financial guarantee in accordance with this Section.
4. The Town may authorize the release of the financial guarantee required pursuant to this Subsection upon the expiration of the warranty period and resolution of all warranty issues.

E. Warranty of Landscaping Improvements

- ~~1. Landscape guarantee. The subdivision improvements agreement shall describe how the landscaping proposed for the subdivision will comply with Section 16-16-170 of this Code. Landscaping for a phased subdivision may be designed by phase, with installation occurring concurrent with development of each phase. The subdivision improvements agreement shall include the landscaping for the entire subdivision and for each phase of the subdivision.~~
1. An applicant warrant all landscaping improvements for a period of two (2) years from the date of the Planning Director's and Town Engineer's inspection, approval, and acceptance of such improvements.
2. To warrant landscaping improvements against defects and ensure the continued maintenance and replacement of that landscapingsuch improvements, for a period of two (2) years after installation, the Town shall retain or require the applicant to deposit a financial guarantee that complies with all applicable requirements set forth in this Section and in an amount equal to twenty five percent (25%) of the current total estimated cost of the landscaping improvementsupplying and installing the landscaping material depicted in the approved landscape plan.
3. If the Town determines that there is a defect in any landscaping improvement, the Town shall provide the applicant with written notice of such defect. The applicant shall have ninety (90) calendar days from the date of the notice, or lesser timeframe if the warranty period expires in less than ninety (90) calendar days, to cure the defect. If the applicant fails to cure the defect within the applicable timeframe, the Town shall have the right to draw on the financial guarantee in accordance with this Section.
4. The Town may authorize the release of the financial guarantee required pursuant to this Subsection upon the expiration of the warranty period and resolution of all warranty issues.
- ~~2. Form of guarantee. The Town may require the developer to provide a guarantee for no less than one hundred twenty five percent (125%) of the current estimated cost of the landscaping improvements, and the landscape plan as estimated by the Planning Director, to ensure the installation of all landscaping shown and to ensure the continued maintenance and replacement of that landscaping for a period of two (2) years after installation. The guarantee shall be in a form acceptable to the Town Attorney. At the developer's option, the guarantee~~

may be provided for the entire subdivision or for each phase. The guarantee shall be provided prior to initiation of any land clearing or infrastructure development for the first or following phase or the subdivision, whichever is applicable.

- ~~3. Release. As portions of the landscape improvements are completed, the Planning Director shall inspect them and, upon approval and acceptance, shall authorize the release of the agreed estimated cost for that portion of the improvements, except that ten percent (10%) shall be withheld until all proposed improvements are completed and approved, and an additional twenty five percent (25%) shall be retained until the improvements have been maintained in a satisfactory condition for two (2) years.~~

F. Financial Guarantee

1. **Form of Security.** To secure the construction and/or installation of all public and private improvements itemized in the schedule of improvements, the applicant must furnish the Town with a financial guarantee in the form of one or more of the following:
 - a. Cash.
 - b. An irrevocable letter of credit from a financial institution acceptable to the Town.
 - c. A cash, performance, or property bond issued by a surety acceptable to the Town.
 - d. A private or public escrow agreement.
 - e. Other form approved by the Town Attorney.
2. **Amount of Security.**
 - a. Unless otherwise stated in this Subsection, the financial guarantee shall be in an amount equal to one hundred ten percent (110%) of the total estimated cost of all public and private improvements itemized in the schedule of improvements.
 - b. The estimated costs for all public and private improvements itemized in the schedule of improvements shall be prepared by a professional engineer, registered in the state of Colorado, and include the following:
 - i. The estimated cost for the Town to bring in materials, personnel, and/or equipment to complete any unperformed purpose of the financial guarantee.
 - ii. Consultant fees that include, but are not limited to, engineering and legal fees.
 - iii. An inflation factor for multi-year for any improvements to be constructed and/or installed over the course of more than one (1) year.
 - iv. A ten percent (10%) contingency cost allowance.
 - v. Other costs associated with the required improvements as determined by the Town Engineer and/or Town Attorney.

- c. The financial guarantee for landscaping improvements shall be in an amount equal to one hundred twenty-five percent (125%) of the total estimated cost of supplying and installing the landscaping material depicted in the approved landscape plan. ~~based on the cost estimate.~~
3. **Delivery of Security.** Unless otherwise stated in an Improvements Agreement, the applicant must deliver the required financial guarantee to the Town prior to the issuance of any permit and/or the commencement of any work related to the subdivision, development, redevelopment, and/or use of land.
4. **Security Standards.**
 - a. General Standards. The following standards shall apply to all financial guarantees.
 - i. The financial guarantee must bear an expiration date of at least two (2) years from the date of issuance, if applicable.
 - ii. Prior to the expiration date of a financial guarantee, the applicant is solely responsible for renewing the financial guarantee and delivering the renewed financial guarantee to the Town. The Town shall have no obligation to notify the applicant of an expiring financial guarantee.
 - iii. The financial guarantee shall be payable upon presentation of an affidavit, by the Town, stating the following:
 - The applicant is in default or breach of an Improvements Agreement pursuant to this Section.
 - The Town has provided the applicant with notice of such default or breach in accordance with this Section.
 - The applicant has failed to cure such default or breach within the required timeframe set forth in this Section
 - b. Letter of Credit Standards. The following standards shall apply to all letters of credit. These standards are in addition to the General Standards set forth in this Subsection.
 - i. The letter of credit shall be payable at sight to the Town.
 - ii. At least thirty (30) calendar days prior to the expiration date of a letter of credit, the applicant must provide the Town with a substitute letter of credit that is acceptable to the Town Attorney. If the applicant fails to provide the Town with an acceptable substitute letter of credit at least thirty (30) calendar days prior to the expiration date of the previous letter of credit delivered to the Town, the Town may draw the full amount of the letter of credit and hold the proceeds as a financial guarantee deposit. Such proceeds must be deposited in a federally insured account and any interest earned shall be added to, and become a part of, the financial guarantee deposit.
5. **Right to Draw on Financial Guarantee.**

- a. The Town shall have the right to draw on the financial guarantee for one or more of the following purposes:
 - i. To restore and/or remediate any site disturbance.
 - ii. To construct, install, and/or complete the construction or installation of any public or private improvement itemized in the schedule of improvements.
 - iii. For failure of an applicant to deliver a substitute letter of credit in accordance with this Section.
 - b. If the Town draws on the financial guarantee, neither the applicant nor their successors and/or assigns shall engage in any work related to the subdivision, development, redevelopment, and/or use of land until a new financial guarantee is provided to the Town in accordance with this Section.
6. **Release of Security.**
- a. Upon the completion of public and/or private improvements by the applicant, the applicant may submit a written request to the Town for a partial release of the financial guarantee. As part of the request, the applicant must provide the Town with stamped certification from a professional engineer, registered in the state of Colorado, that the improvements have been completed in substantial compliance with all applicable plans, specifications, and/or requirements.
 - b. Upon receipt of a written request for a partial release of the financial guarantee by the Town, the Town shall have the opportunity to inspect the completed public and/or private improvements. If, after inspection, the Planning Director and/or the Town Engineer approves and accepts the completed improvements, the Town may authorize the partial release of the financial guarantee allocated to such improvements.
 - c. Any partial release of a financial guarantee shall not alter or diminish the Town's right to perform a final inspection of all required public and/or private improvements.
 - d. The Town may authorize the full release of the financial guarantee when all the following have been addressed:
 - i. Completion of all public and private improvements itemized in the schedule of improvement by the applicant and certification from a professional engineer, registered in the state of Colorado, that the improvements have been completed in substantial compliance with all applicable plans, specifications, and/or requirements.
 - ii. Final inspection by the Town of all public and private improvements itemized in the schedule of improvements.
 - iii. Written certification by the Planning Director and/or Town Engineer accepting the public and private improvements itemized in the schedule of improvements.
 - iv. Expiration of the two (2) year warranty period and resolution of all warranty issues.

7. **Increase in Security Amount.**
 - a. The Town reserves the right to require a reasonable increase in the amount of a financial guarantee if there has been an increase in construction costs resulting from the amount of time that has lapsed between the delivery of the financial guarantee to the Town and the actual construction of public and/or private improvements.
 - b. If the Town determines that an increase in the amount of a financial guarantee is necessary, pursuant to this Subsection, the Town shall provide the applicant with written notice of such and set forth the timeframe within which the applicant must deliver the additional amount to the Town.
8. **Substitution of Security.** ~~The improvements agreement may include any one (1) or a combination of the types of security or collateral listed herein, and the applicant may substitute security in order to release portions of the development for sale. An applicant may request that the Town substitute a new form of financial guarantee for an existing financial guarantee held by the Town. The Town Attorney may approve such a request if the Town Attorney determines that the new form of financial guarantee provides the Town with equal or better protection against any risk of financial liability for completing any remaining public and/or private improvements.~~
9. **Alternative Form of Security.** As an alternative to providing a financial guarantee for private improvements, the Town may authorize another form of assurance that the Town Attorney confirms will adequately protect the Town against any financial liability for completing such improvements. Alternatives may include, but are not limited to, the following:
 - a. Restrictions on the conveyance, sale, or transfer of any ~~lot, lots, tract or tracts of land~~ real property within ~~the a subdivision or~~ development until the required improvements have been completed, as set forth on the plat, or as recorded by separate instruments
 - b. A pledge or dedication of other financial assets by the applicant with an agreement that authorizes the Town to sell or otherwise realize the value of such assets upon the applicant's failure to complete the required improvements.
 - c. A written agreement by the applicant to restrict the issuance of building permits, certificates of occupancy, and/or approvals by the Town until the required improvements have been completed.
 - d. Other agreements or contracts setting forth the plan, method, and parties responsible for the ~~construction of any~~ completion of the required public improvements, to be shown in the final plat documents which, in the judgment of the Town, will make provision for completion of said improvements in accordance with design and time specifications.
10. **Exceptions.** For improvements comprising the Bolts Water Treatment System and the Bolts Water Distribution System infrastructure that are to be constructed by the Eagle River Water and Sanitation District (ERWSD) or for which ERWSD has separately required and obtained collateral as security in accordance with applicable ERWSD regulations, the Town shall not

require ~~collateral as security under the applicable subdivision improvements agreement~~
financial guarantee.

G. Inspections

1. The Town shall have the right to perform engineering, construction, and/or other inspections, at the intervals it deems necessary, during the construction and/or installation of the public and private improvements itemized in the schedule of improvements.
2. The inspection of, acquiescence in, and/or approval by any Town inspector of the construction and/or installation of any physical facilities, at any time, shall not constitute approval by the Town of any phase of construction of public or private improvements.
3. To ensure appropriate monitoring of the construction and/or installation of the public and private improvements itemized in the schedule of improvements, the Town may require inspections by a qualified professional retained by the applicant. The Town shall have the right to determine the manner and frequency of such inspections.

H. Completion, Acceptance, and Conveyance of Public Improvements

1. Upon the completion of construction and/or installation of public improvements by the applicant, the applicant must submit written certification from a professional engineer, registered in the state of Colorado, to the Town that such improvements have been completed in conformance with all applicable plans, specifications, and/or requirements.
2. Within forty-five (45) calendar days of the Town's receipt of such certification, or other reasonable timeframe if improvements are obscured by weather conditions, the Town Engineer and/or Public Works Director shall inspect the public improvements and certify, in writing and with specificity, their conformance, or lack thereof, with the applicable plans, specifications, and/or requirements. If the Town Engineer or Public Works Director determines that any of such improvements are not constructed in substantial compliance with the applicable plans, specifications and/or requirements, it the Town Engineer or Public Works Director shall furnish to notify the applicant, in writing, a list of the specific deficiencies, and shall be entitled to withhold collateral sufficient to ensure substantial compliance. If the Town determines that the applicant will not construct any or all of the improvements in accordance with all of the specifications, the Town may withdraw, and employ from the deposit of collateral, such funds as may be necessary to construct the improvements in accordance with the specifications. The applicant shall be responsible for correcting all deficiencies identified by the Town Engineer or Public Works Director and for bringing the improvements into compliance with all applicable plans, specifications, and/or requirements.
3. After the applicant has corrected all deficiencies identified by the Town Engineer or Public Works Director, the applicant shall, at their expense, have the following prepared and submitted to the Town Engineer for review and approval.
 - a. As-built drawings prepared by a professional engineer, registered in the state of Colorado, and/or a surveyor, licensed in the state of Colorado, that include all legal descriptions required by the Town.

- b. A costs summary must be prepared by a professional engineer, registered in the state of Colorado.
- 4. Prior to any approval and acceptance of completed public improvements, the applicant shall pay to the Town the actual cost of all inspections required for such improvements.
- 5. Upon approval of the as-built drawings and costs summary by the Town Engineer, the Town Engineer shall certify, in writing, that the completed public improvements are in conformance with all applicable plans, specifications, and/or requirements. Such certification by the Town Engineer shall be considered as the Town's acceptance of the completed public improvements.
- 6. Within thirty (30) calendar days of the Town's acceptance of completed public improvements, the applicant shall do the following, as applicable:
 - a. Execute a deed to the Town, or other applicable governmental or quasi-governmental entity, conveying all rights-of-way and easements required for the operation, maintenance, repair, and replacement of the public improvements.
 - b. Dedicate to the public and convey or assign to the Town any easements and other rights acquired by the applicant that were required for the construction and/or installation of the public improvements.
 - c. Execute a bill of sale conveying the public improvements to the Town or other applicable governmental or quasi-governmental entity.
- 6. The applicant shall be responsible for ensuring that all conveyances and dedications to the Town or other applicable governmental or quasi-governmental entity are free and clear of all liens and encumbrances.

I. Power of Attorney

- 1. As a condition of all Improvements Agreements, applicants shall designate and irrevocably appoint the Town's Mayor as its Attorney-In-Fact and agent for the purpose of completing all public and private improvements itemized in the schedule of improvements in the event of a default or breach by the applicant.
- 2. The power of attorney may be enforced by the Town pursuant to all legal and equitable remedies available including an action for specific performance in a court of competent jurisdiction.

J. Indemnification and Insurance Required

Every Improvements Agreement shall require an applicant to indemnify, hold harmless, and defend the Town, its elected and appointed officials, agents, employees, and representatives from, and against, any claim, injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arises out of, or is in any manner connected with, work performed by the applicant and/or the applicant's contractor(s) and subcontractors within Town rights-of-way, easements, or other property if such injury, loss or damage is caused in whole, or in part, by, or is claimed to be caused in whole, or in part, by, an act, omission, error, professional error, mistake, negligence, or other fault of the applicant and/or the applicant's contractor(s) and any subcontractor.

K. Cost Estimates Not Binding

1. The purpose of the cost estimates required pursuant to this Section is solely to determine the amount of financial guarantee required and may be revised from time to time to reflect the actual costs of constructing and/or installing the public and private improvements itemized in the schedule of improvements.
2. No representations are made as to the accuracy of the required cost estimates, and the applicant shall agree to pay the actual cost of all public and private improvements itemized in the schedule of improvements.
3. Neither the estimated costs nor the amount of the financial guarantee establishes the maximum amount of an applicant's liability.

L. Construction Schedule Extension

1. If an applicant is unable to commence or complete any public or private improvement within the timeframe set forth in the construction schedule, or as otherwise stated in an Improvements Agreement, due to an unforeseeable cause or delay beyond the control and without the fault or negligence of the applicant, the Town Council may extend the timeframe for the commencement or completion of such improvement.
2. To request an extension, an applicant must submit a written request to the Town that explains the justification for their request in accordance with this Subsection.
3. Delays beyond the control of an applicant shall include, but are not limited to, the following:
 - a. An act of neglect by the Town and/or other applicable governmental entity.
 - b. A wildfire, flood, epidemic, pandemic, and/or other natural disaster.
 - c. A labor strike
 - d. A freight embargo.
4. A time extension shall not be granted for any of the following reasons:
 - a. Rain, snow, wind, and/or other natural phenomena at normal intensity within Eagle County.
 - b. A delay attributable to, and within, the control of an applicant's contractors, subcontractors, and/or suppliers.

M. Default or Breach of Improvements Agreement

1. Notice of Default or Breach.
 - a. Upon a determination by the Town that an applicant is in default or breach of an Improvements Agreement, the Town shall notify the applicant and the Town Council of such default or breach.

b. The Town shall send written notice to the applicant via certified mail, return receipt requested. The notice shall, at minimum, include the following:

i. A description of the default or breach.

ii. The Town's intent to action if the applicant fails to cure the default or breach.

2. **Opportunity to Cure Default or Breach.**

a. Unless there is an immediate risk to public health, safety, and/or welfare, an applicant shall have thirty (30) calendar days from the date that notice is mailed by the Town to cure the default or breach and prevent further action by the Town.

b. If an applicant fails to cure the default or breach within thirty (30) calendar days of the date that written notice is mailed by the Town, the Town shall have the authority to take action to remedy the default or breach pursuant to this Section.

c. If the Town determines that there is an immediate risk to public health, safety, and/or welfare, the Town shall have the authority to take immediate action to remedy the default or breach.

3. **Town's Remedies.** The Town shall have the authority to take any action that it deems necessary to remedy the default or breach and protect the public health, safety, and welfare. Such remedies may include, but are not limited to, the following:

a. Withhold the issuance of any permit, certificate of occupancy, and/or approval to the applicant until the default or breach has been cured.

b. Record an affidavit with the Eagle County Clerk and Recorder that:

i. States that the applicant is in default or breach of an Improvements Agreement.

ii. Prohibits any further conveyance of real property within a subdivision or development until the Town certifies that the default or breach has been cured.

c. Draw on the financial guarantee in accordance with this Section.

d. Issue a stop work order (i.e., red tag) on any improvement being constructed or installed.

e. Pursue any remedy available under state law.

~~Sec. 17-7-10. Subdivision improvements agreement:~~

~~(a) General. Concurrent with the approval of a final plat for subdivision, the applicant and the Town Council shall enter into a subdivision improvements agreement binding the subdivision to any conditions placed in the ordinance. This agreement shall be signed by the Town Council in conjunction with signature of the final plat.~~

~~(b) Common park and recreation areas. The subdivision improvements agreement shall include a common open space, park and recreation area plan. It shall outline the area of common open~~

space, parks, trails and recreation lands, and specify any agreement on the part of the developer to preserve the open space, parks, trails and recreation lands and how this will be implemented by deeding the land to the appropriate entity. It shall also identify any deed or other restrictions against future residential, commercial or industrial development and shall include the terms by which any common areas will be maintained.

(c) ~~Landscape guarantee. The subdivision improvements agreement shall describe how the landscaping proposed for the subdivision will comply with Section 16-16-170 of this Code. Landscaping for a phased subdivision may be designed by phase, with installation occurring concurrent with development of each phase. The subdivision improvements agreement shall include the landscaping for the entire subdivision and for each phase of the subdivision.~~

(1) ~~Form of guarantee. The Town may require the developer to provide a guarantee for no less than one hundred twenty five percent (125%) of the current estimated cost of the landscaping improvements, and the landscape plan as estimated by the Planning Director, to ensure the installation of all landscaping shown and to ensure the continued maintenance and replacement of that landscaping for a period of two (2) years after installation. The guarantee shall be in a form acceptable to the Town Attorney. At the developer's option, the guarantee may be provided for the entire subdivision or for each phase. The guarantee shall be provided prior to initiation of any land clearing or infrastructure development for the first or following phase or the subdivision, whichever is applicable.~~

(2) ~~Release. As portions of the landscape improvements are completed, the Planning Director shall inspect them and, upon approval and acceptance, shall authorize the release of the agreed estimated cost for that portion of the improvements, except that ten percent (10%) shall be withheld until all proposed improvements are completed and approved, and an additional twenty five percent (25%) shall be retained until the improvements have been maintained in a satisfactory condition for two (2) years.~~

(3) ~~Public improvements guarantee. In order to ensure installation of necessary public improvements planned to accommodate the development, the subdivision improvements agreement shall provide a guarantee for no less than one hundred percent (100%) of the current estimated cost of such public facility improvements, as estimated by the Town Engineer. The guarantee shall be in a form approved by the Town Attorney. As portions of the public facilities improvements are completed, the Town Engineer shall inspect them and, upon approval and acceptance, shall authorize the release of the agreed costs for that portion of the improvements, except that ten percent (10%) shall be withheld until all proposed improvements are completed and approved by the Town Engineer.~~

(d) ~~Exemption plat. Notwithstanding anything in the subdivision regulations to the contrary, this Article 7 will not apply to the approval and recording of an exemption plat pursuant to the exemption plat process. As provided in Subsection 17-6-80(9), the exemption plat process is exempt from and is not subject to this Article 7 and no subdivision improvements agreement or public improvements will be required in connection with the approval or recording of an exemption plat.~~

~~Sec. 17-7-20. Guarantee of public improvements submittal.~~

Prior to the issuance of any permits for a multi-family condominium project or the recording of the final plat, the applicant shall submit to the Town, and the Town may approve, one (1) or more of the following, when applicable:

- (1) ~~An improvements agreement indicating agreement to construct any required public improvements to be shown in the final plat documents, together with collateral which is sufficient, in the judgment of the Town, to make reasonable provision for the completion of said improvements in accordance with design and time specifications. Subdivision improvements agreement means one (1) or more security agreements which the Town accepts to secure the actual cost of construction of such public improvements as are required by this Chapter. The improvements agreement may include any one (1) or a combination of the types of security or collateral listed herein, and the applicant may substitute security in order to release portions of the development for sale. The types of collateral which may be used as security under the subdivision improvements agreement are as follows:~~
 - ~~a. Restrictions on the conveyance, sale or transfer of any lot, lots, tract or tracts of land within the development as set forth on the plat, or as recorded by separate instruments;~~
 - ~~b. Performance or property bonds.~~
 - ~~c. Private or public escrow agreements.~~
 - ~~d. Letters of credit.~~
 - ~~e. Deposits of certified funds.~~
 - ~~f. Other similar surety agreements.~~
 - ~~g. Other agreements or contracts setting forth the plan, method and parties responsible for the construction of any required public improvements to be shown in the final plat documents which, in the judgment of the Town, will make provision for completion of said improvements in accordance with design and time specifications.~~
 - ~~h. For improvements comprising Bolts Water Treatment System and Bolts Water Distribution System infrastructure that are to be constructed by ERWSD or for which ERWSD has separately required and obtained collateral as security in accordance with applicable ERWSD regulations, the Town shall not require collateral as security under the applicable subdivision improvements agreement.~~
- (2) ~~An off-site road and bridge improvements agreement if the Town determines that the traffic generated by the subdivision will:~~
 - ~~a. Result in safety hazards for vehicle drivers, pedestrians or adjacent residents; or~~
 - ~~b. Result in substantially increased maintenance costs to the Town. The Town shall then determine the amount of work necessary to bring the road or bridge to acceptable standards to provide adequate safe service to present owners, to the proposed subdivision and to other probable subdivisions, if applicable. The subdivider shall submit to the Town~~

an off-site road and bridge improvements agreement which shall set forth the plan, method and parties responsible for the construction of the required off-site public road and bridge improvements, together with collateral which, in the judgment of the Town, is sufficient to make provision for the completion of those improvements required of the subdivider in accordance with design and time specifications:

1.— Security required under such improvements agreement shall equal in value the estimated cost of improvements to be completed, but shall not be required on the portion of the development subject to plat restrictions. The Town shall require security arrangement with collateral not to be in excess of the actual cost of construction of the public improvements with an inflation factor for multi-year improvements.

2.— As improvements are completed, the applicant may apply to the Town for a release of part or all of the collateral deposited with the Town. Upon inspection and approval, the Town shall release said collateral. If the Town determines that any of such improvements are not constructed in substantial compliance with specifications, it shall furnish to the applicant a list of specific deficiencies and shall be entitled to withhold collateral sufficient to ensure substantial compliance. If the Town determines that the applicant will not construct any or all of the improvements in accordance with all of the specifications, the Town may withdraw, and employ from the deposit of collateral, such funds as may be necessary to construct the improvements in accordance with the specifications.

3.— A registered engineer may be required to certify that all required public improvements relating to roads and bridges are constructed in substantial compliance with the final plat documents.

(3) An off-site water system improvements agreement if the Town determines that the impact generated by the subdivision will:

a. — Result in fire safety hazards or flow and supply deficiencies for citizens of the Town; or

b. — Result in substantially increased maintenance costs to the Town. The subdivider shall then determine the amount of work necessary to bring the system to acceptable standards to provide adequate service to present owners, to the proposed subdivision and to other probable subdivisions, if applicable. The subdivider shall submit to the Town a water system improvements agreement which shall set forth the plan, method and parties responsible for the construction of the required off-site public improvements, together with collateral which, in the judgment of the Town, is sufficient to make reasonable provision for the completion of those improvements in accordance with design and time specifications:

1.— Security required under such improvements agreement shall equal in value the estimated cost of improvements to be completed, but shall not be required on the portion of the development subject to plat restrictions. The Town shall require security arrangements with collateral not to be in excess of the actual cost of construction of the public improvements with an inflation factor for multi-year improvements.

2. ~~As improvements are completed, the applicant may apply to the Town for a release of part or all of the collateral deposited with the Town. Upon inspection and approval, the Town shall release said collateral. If the Town determines that any of such improvements are not constructed in substantial compliance with specifications, it shall furnish to the applicant a list of specific deficiencies and shall be entitled to withhold collateral sufficient to ensure substantial compliance. If the Town determines that the applicant will not construct any or all of the improvements in accordance with all of the specifications, the Town may withdraw, and employ from the deposit of collateral, such funds as may be necessary to construct the improvements in accordance with the specifications.~~
3. ~~A registered engineer may be required to certify that all required public improvements are constructed in substantial compliance with the final plat documents.~~
- e. ~~The foregoing provisions of this Subsection 17-7-20(3) shall not apply to final plats for property within the Battle Retained Parcels.~~
- (4) ~~An off-site sewer system improvements agreement if the Town and the sewer district determine that the impact generated by the subdivision will:~~
- a. ~~Result in safety hazards, flow, treatment or other problems for citizens of the Town or the sewer district; or~~
- b. ~~Result in substantially increased maintenance costs to the Town or the sewer district. The subdivider shall then determine the amount of work necessary to bring the system to acceptable standards to provide adequate safe service to present owners, to the proposed subdivision and to other probable subdivisions, if applicable. The subdivider shall submit to the Town a sewer system improvements agreement which shall set forth the plan, method and parties responsible for the construction of the required off-site public improvements, together with collateral which, in the judgment of the Town and the sewer district, is sufficient to make reasonable provision for the completion of those improvements required by the subdivider in accordance with design and time specifications:~~
1. ~~Security required under such improvements agreement shall equal in value the estimated cost of improvements to be completed, but shall not be required on the portion of the development subject to plat restrictions. The Town and the sewer district shall require security arrangements with collateral not to be in excess of the actual cost of construction of the public improvements with an inflation factor for multi-year improvements. Collateral will be held in trust by the sewer district.~~
2. ~~As improvements are completed, the applicant may apply to the Town and the sewer district for a release of part or all of the collateral deposited with the Town and sewer district. Upon inspection and approval, the Town shall release said collateral. If the Town or sewer district determines that any of such improvements are not constructed in substantial compliance with specifications, they shall furnish to the applicant a list of specific deficiencies and shall be entitled to withhold collateral sufficient to ensure substantial compliance. If the Town or sewer district determines that the applicant will not construct any or all of the improvements in accordance with all of the specifications, the Town or sewer district may withdraw, and employ from the deposit~~

of collateral, such funds as may be necessary to construct the improvements in accordance with the specifications.

3. A registered engineer may be required to certify that all required public improvements are constructed in substantial compliance with the final plat documents.

(5) An off-site drainage system improvements agreement if the Town determines that the impact generated by the subdivision will:

a. Result in safety hazards for citizens of the Town; or

b. Result in substantially increased maintenance costs to the Town or other public entities. The subdivider shall then determine the amount of work necessary to bring the system to acceptable standards to provide adequate safe service to present owners, to the proposed subdivision and to other probable subdivisions, if applicable. The subdivider shall submit to the Town an off-site drainage system improvements agreement which shall set forth the plan, method and parties responsible for the construction of the required off-site public improvements, together with collateral which, in the judgment of the Town, is sufficient to make reasonable provision for the completion of these improvements in accordance with design and time specifications:

1. Security required under such improvements agreement shall equal in value the estimated cost of improvements to be completed, but shall not be required on the portion of the development subject to plat restrictions. The Town shall require security arrangements with collateral not to be in excess of the actual cost of construction of the public improvements with an inflation factor for multi-year improvements.

2. As improvements are completed, the applicant may apply to the Town for a release of part or all of the collateral deposited with the Town. Upon inspection and approval, the Town shall release said collateral. If the Town determines that any of such improvements are not constructed in substantial compliance with specifications, it shall furnish to the applicant a list of specific deficiencies and shall be entitled to withhold collateral sufficient to ensure substantial compliance. If the Town determines that the applicant will not construct any or all of the improvements in accordance with all of the specifications, the Town may withdraw, and employ from the deposit of collateral, such funds as may be necessary to construct the improvements in accordance with the specifications.

3. A registered engineer may be required to certify that all required public improvements are constructed in substantial compliance with the final plat documents.

Section 16-1-##: Violations, Inspections & Enforcement

A. Violations

1. **Failure to Comply with this Chapter.** It is unlawful and a violation to do any of the following in any manner that does not comply with all applicable provisions of this Chapter and the terms and conditions of any approval or permit granted under this Chapter.

a. Use real property or improvements on such property.

- b. Change or alter the use of any real property or improvements on such property.
 - c. Develop real property.
 - d. Erect, construct, reconstruct, remodel, restore, improve, relocate, and/or otherwise alter a structure or building.
 - e. Alter the topography of any real property.
 - f. Divide, redivide, and/or modify the legal boundaries of real property.
 - g. Alter a final plat.
2. **Failure to Obtain or Maintain Operating Permits.** It is unlawful and a violation to fail to obtain and maintain in good standing any license or permit required by the Town, Eagle County, the state of Colorado, the federal government, and/or other governmental or quasigovernmental entity for conducting and/or operating an activity on real property.
3. **Inaccurate or Misleading Information.**
- a. It is unlawful and a violation to submit application materials to the Town containing inaccurate and/or misleading information including, but not limited to, inaccurate or misleading information regarding the following:
 - i. The condition of the subject property.
 - ii. Adjacent properties and/or improvements.
 - iii. The location, size, and/or nature of a proposed structure, building, and/or improvement.
 - iv. The intended use of any portion of the subject property.
 - b. It is unlawful and a violation to obtain an approval or permit under this Chapter through the submission of inaccurate and/or misleading information to the Town.
5. **Continuing Violations.** Each day a violation occurs or remains uncorrected shall constitute a separate violation.
6. **Curing a Violation.**
- a. If the owner or occupant of a property or an applicant desires to cure a violation of this Chapter, the Planning Director shall determine whether the violation can be cured in a manner that protects the interests of the Town and surrounding property owners.
 - b. If the Planning Director determines that such a cure is possible, the Planning Director shall determine what actions are needed to cure the violation by applying the same criteria, standards, and requirements that are required for a new application for the proposed activity in the zoning district where the property is located.

B. Inspections

1. The Planning Director is authorized to inspect any real property, structure, and/or building where there is reasonable cause to believe that a violation of this Chapter exists.
2. In addition to other situations authorized by applicable law, the Planning Director is authorized to enter real property, a structure, and/or a building without prior application to or approval by a court under any of the following circumstances:
 - a. To conduct an inspection during regular Town business hours or after regular Town business hours if necessary to observe a potential violation (e.g., excess illumination of a sign after sunset).
 - b. To conduct an inspection within the scope of another official document.
 - c. To make observations of a premises in plain view from public property or from portions of a premises that are open and/or accessible to the public, or in which the owner or occupant otherwise lacks a reasonable expectation of privacy.
 - d. In an emergency situation in which the Planning Director has reason to believe that public health and/or safety is in imminent danger and could be jeopardized by delay.
3. If the Planning Director is denied access to conduct an inspection in accordance with this Subsection, the Planning Director shall obtain an administrative entry and seizure warrant from a court of competent jurisdiction pursuant to Colorado law before entering a property.

~~B. In addition to the jurisdiction, authority and duties which may be conferred upon the Planning Director by other provisions of this Chapter and the Town Administrator, the Planning Director shall have the following authority and duties under this Chapter:~~

- ~~1. **Inspection.** To inspect for violations of this Chapter.~~
- ~~2. **Enforcement.** To assist the Town Administrator and the Town Attorney in the enforcement of this Chapter.~~

C. Enforcement

NOTE: Staff is still working on this Subsection. The draft of this Subsection can be made available for review upon request by the Planning Commission.

#. Enforcement of Private Covenants and Agreements. The Town shall have no obligation to enforce any private covenant or agreement unless the Town is a party to such covenant or agreement. If the Town is a party to a private covenant or agreement, enforcement shall be at the discretion of the Town.

Commented [MF10]: NOTE TO PLANNING COMMISSION:
Staff is recommending deleting this language because it is redundant to the Planning Director's powers and duties listed under the Administration Section.

TOWN MANAGER'S REPORT

July 2026



Town of
Minturn

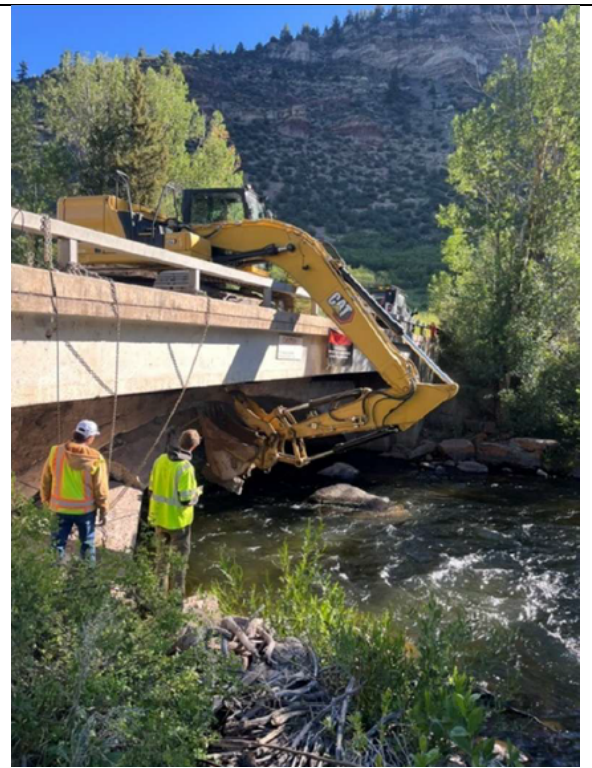
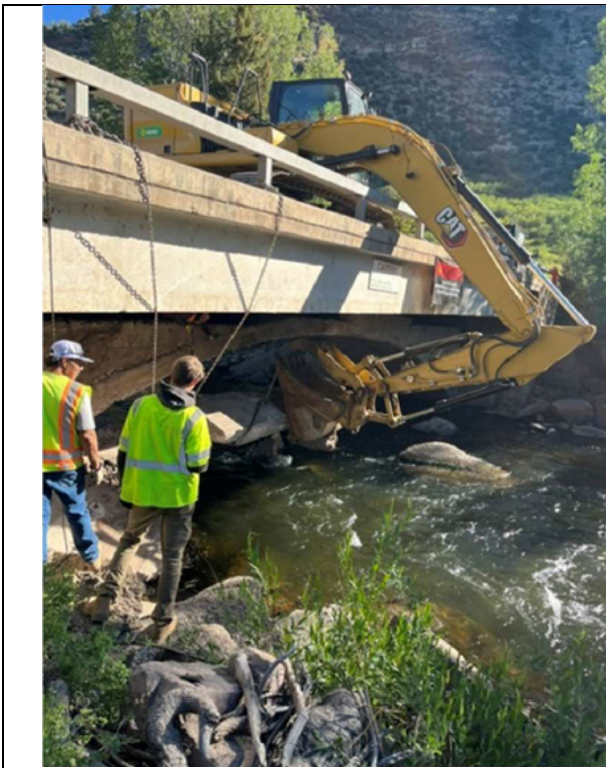
Town Manager's Report



Council Meeting Follow Up

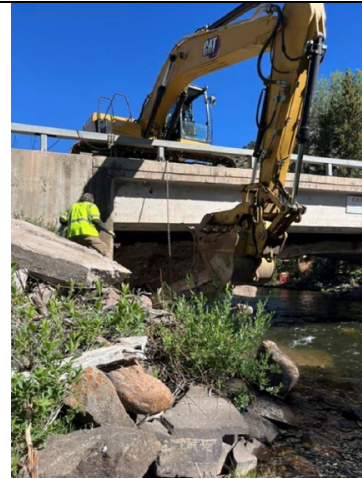
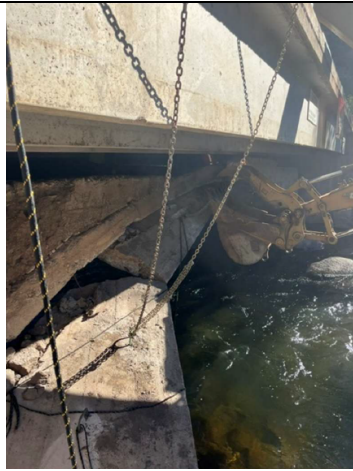
Minturn Road Bridge Emergency Repairs

- Hallmark Inc. has successfully removed the broken concrete sections that were hanging below the bridge. The pieces were lifted out and did not enter the water.
- The contractor is continuing to remove dirt and debris from the top of the abandoned concrete arch.
- Once the dirt and debris are removed, the contractor will remove the remaining side walls of the abandoned structure.
- A structural engineer observed the bridge after the broken concrete was removed and determined that the remaining concrete arch appears structurally stable at this time.
- The remaining arch may be left in place temporarily, but future removal will likely be necessary because the concrete will continue to deteriorate over time.
- Staff, Intermountain Engineering, and the structural engineer will continue to monitor the condition of the remaining arch as the work proceeds.



Securing loose concrete arch pieces on the Minturn Road Bridge

Town Manager's Report



Removal of broken concrete pieces on the Minturn Road Bridge.



Accumulated dirt on top of the concrete arch.

Speeding Concerns on Pine/Boulder

- Staff are evaluating several options to reduce vehicle speeds on Pine Street and Boulder Street, including both short-term and longer-term measures.
- Staff completed an initial speed study on the 500 block of Pine Street from April 2 through April 8. That study recorded 175 total vehicles, an average daily traffic volume of approximately 25 to 28 vehicles, an average speed of 14.76 mph, and an 85th percentile speed of 18 mph. The highest recorded speed of 30 mph occurred during the study period.
- Staff continue to collect and track speed data in the Pine/Boulder area to better understand traffic patterns and determine whether additional traffic-calming measures are warranted.
- Staff are planning to bring this issue to Town Council for further discussion at a July meeting.

Town Manager's Report



Community Concerns about ECSO ALPRs on Main Street

- Concerns have been raised by several residents about the two ALPRs (automatic license plate readers) installed along utility poles within town limits by the ECSO (Eagle County Sheriff's Office).
- Staff have scheduled a meeting with ECSO for information regarding the ALPRs including how they are operated and return to Council for discussion on this and the renewal of the ECSO police services contract this summer.

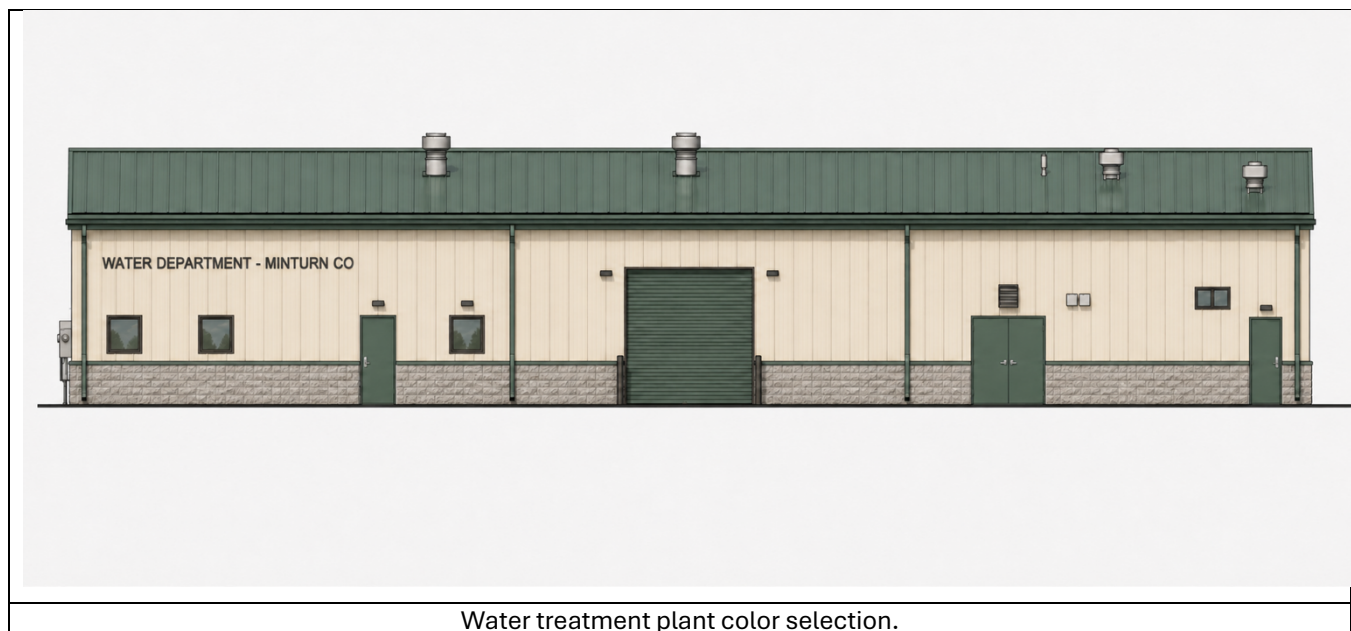
Xcel Energy Reliability Issues

- Concerns were raised at the June 17th Town Council meeting by several residents and Council Members about the increasing number of electrical system blackout's and overall electric grid unreliability being experienced by the town.
- Staff have reached out to Xcel's Area Manager Blair McGeary and are working to schedule a meeting to discuss potential options to improve grid reliability for Minturn customers.
- Staff will return to Council for further discussion and direction at a future meeting.

Current Capital Projects

New Water Treatment Plant (WTP)

Design/Review Status: Design review by CDPHE has been completed and approved. Local design review and exterior color selection has been completed. The building permit was issued by the Town on June 24.



Construction Status: JHL Constructors started on-site mobilization on June 15. Construction trailers, civil work equipment, and construction site supplies have been delivered to the site.

Construction Administration Contract: Town Council approved the construction administration contract with HDR/SWS at the June 17 meeting. The contract was in the form of an amendment to HDR's existing design contract with the town. The amendment was reviewed by the Town Attorney and then executed by staff on June 24.

Town Manager's Report



Special Inspections and Testing: The Town has obtained two quotes for special inspection services during construction and those will be reviewed by the Town Council at the July 1 meeting.



Town Hall 2-Bedroom Apartment Reconstruction

Status: Work is underway to reconstruct the former Town Hall apartment space for residential use. The apartment entry door has been relocated back into the residence entry area, restoring separation from the Town Hall secure office area. Demolition of the former office improvements has been completed, including removal of the office wall, storage cabinets, restroom fixtures, and carpeting. Work is now underway on the new shower, bathroom vanity area, and rough plumbing for the kitchen.

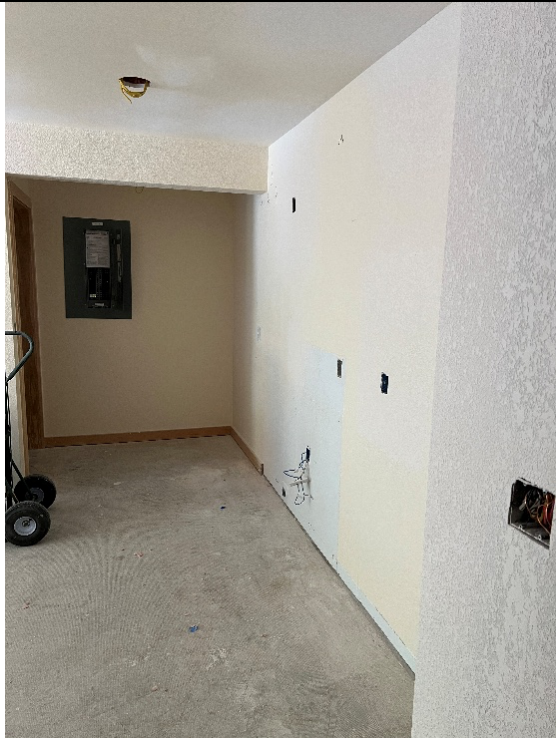
Town Manager's Report



Apartment front door relocated behind secure area.



New front door location behind secure area.



Future kitchen area.



Removed office wall for living room area.

Town Manager's Report



Restored living room area.



New shower.



Future bathroom sink and vanity.



Future storage closet. (Former office door location)

Town Manager's Report



Taylor Avenue Repaving Project

Status: Paving is expected to be completed by Friday, June 26. One speed table is being installed as part of the project. At this time, there are no unresolved driveway-related issues. The project scope has also been expanded to include the installation of asphalt millings along the northwest parking area of Taylor Street to improve surface conditions.



US 24 Pedestrian Improvement Project Phase II

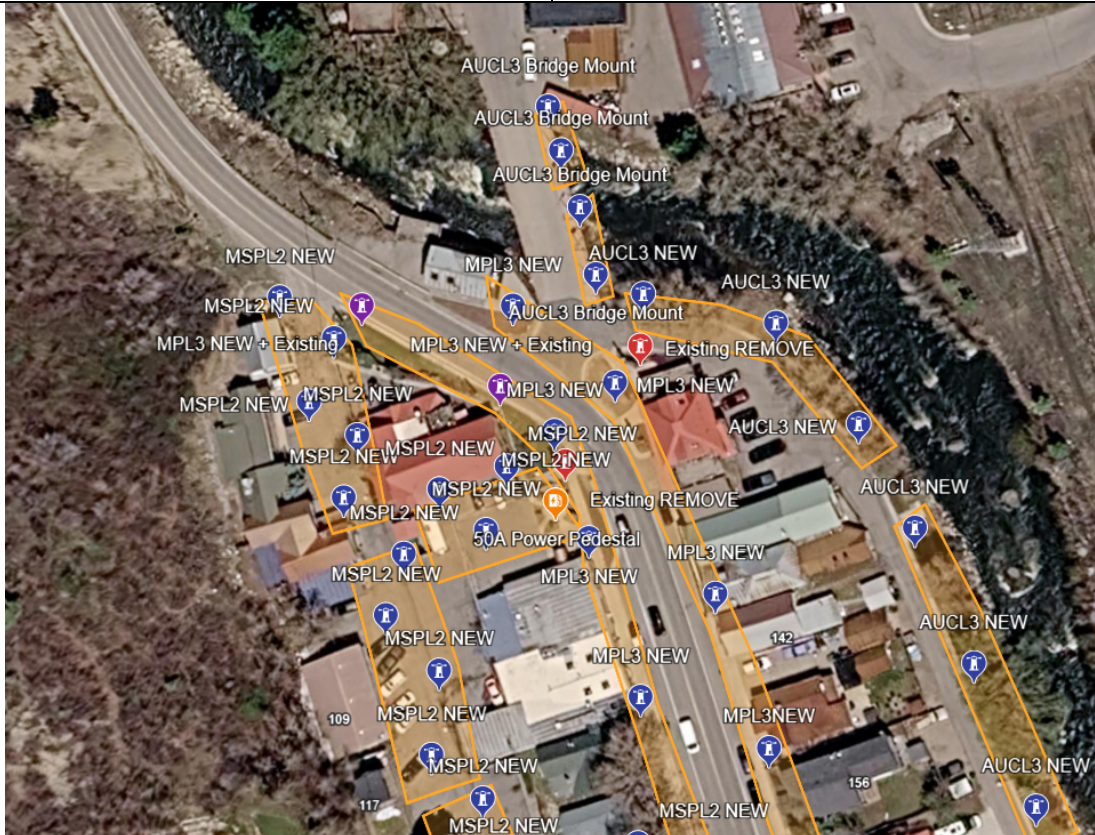
Status: Relocation of the natural gas main line along US 24 by Xcel Energy's subcontractor Miers Group has been completed. The town's sidewalk construction contractor, Phoenix Ltd., will start mobilization for project construction on July 13.

Main Street Streetlighting Project

Status: Staff have retained an electrical engineer to begin preparing electrical plans for new streetlights and related electrical upgrades to support Town events and improve public facilities. The project planning area has been expanded to include Main Street from the 100 block through the 300 block, as well as First Street, Williams Street, Nelson Avenue, Toledo Avenue, and Eagle Street. The current planning approach is to design the necessary transformers, panels, and electrical infrastructure to support the full project buildout, while allowing the Town to phase installation of streetlights and power pedestals over time as funding and project priorities allow.



Halophane AUCL3 Post-Top Streetlight

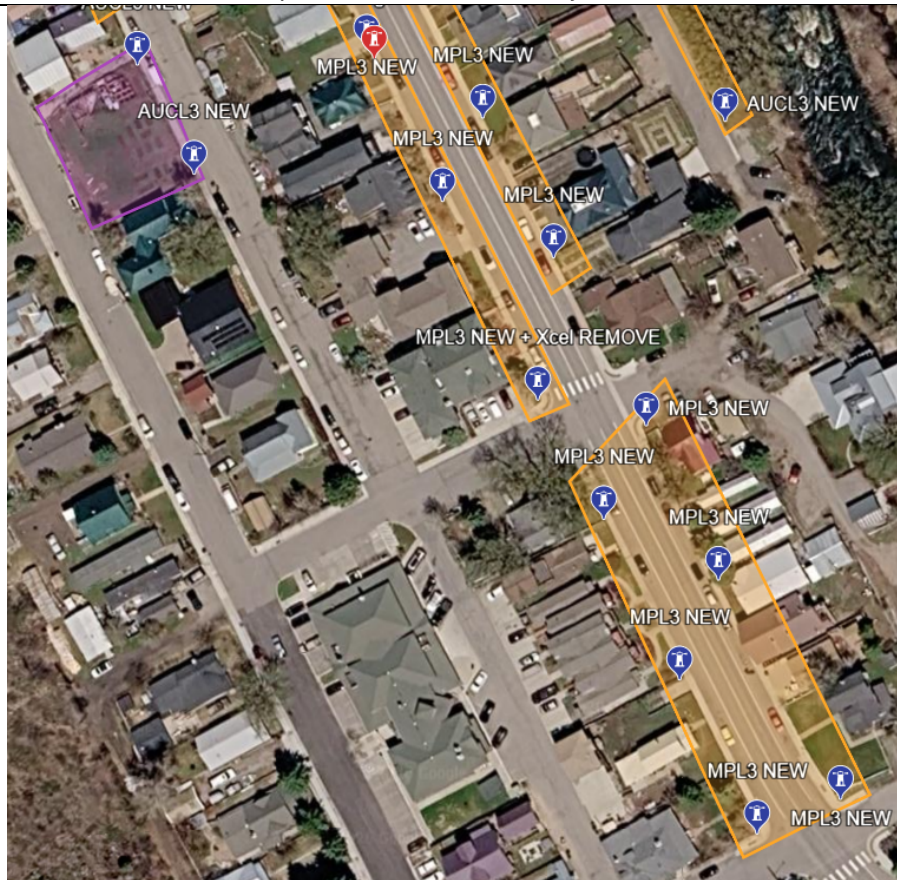


Map of Northern End of Project Area

Town Manager's Report



Map of Middle Section of Project Area



Map of Southern End of Project Area

Town Manager's Report



Bellm Bridge Replacement

Funding Status: The Town has secured \$4,000,000 through CDOT's Off-System Bridge Grant Program. Staff also submitted the project to Congressman Neguse's office for consideration for Congressionally Directed Spending and is moving through the approval process in Congress.

Bridge Design Status: The Town's bridge design consultant, S.E.H., is currently working through utility locating and geotechnical analysis. S.E.H. has also coordinated with Eagle County and CDOT regarding floodplain considerations and bridge design requirements. S.E.H. is preparing a preliminary bridge design report, which will provide Council with information on the structural and aesthetic direction of the bridge design.

Existing Bridge Status: CDOT's Off-System Bridge inspection contractor, Stantec, is expected to inspect the existing bridge in the coming weeks. Staff will provide Council with an update on the status and condition of the existing bridge following that inspection.

Little Beach Park Playground

Status: The new playground equipment is in the process of being ordered, and the project is expected to include replacement playground equipment and improvements to the picnic area. Staff are still confirming the final project schedule; however, playground equipment typically has a 6–8 week lead time. Based on the current anticipated schedule, site preparation may begin in late July or early August, with installation expected in late August or early September.



Playground Color Option A

Town Manager's Report



Long-Range Capital Projects & Grant Work

First-Williams-Nelson Infrastructure Improvements Project

Status: Staff discussed this project with Town Council at the April 1 meeting and are continuing to evaluate potential scope and feasibility.

Primary Driver: The project is being explored because there is a non-compliant water service line beneath First Street that currently serves multiple properties and will require extensive excavation to replace.

Potential Improvements: In addition to water line replacement, staff are evaluating related improvements including street repairs and repaving, creation of a public plaza/flex space on First Street, new power infrastructure to support events, and installation of conduit for future telecommunications and fiber infrastructure.

Coordination: Staff are also in discussion with Xcel Energy regarding the potential to underground electric lines in this area.

Timing: At this time, staff expect this would be a summer 2027 project at the earliest.

Cemetery Road & Bridge FLAP Grant

Status: Staff are preparing an application to the Federal Lands Access Program Grant for a future Cemetery Road and Bridge improvement project. The grant helps states and local governments improve and maintain public access roads and infrastructure that serve Federal lands. Staff believe the program could be used to fund a reconstruction of Cemetery Road, potentially including a sidewalk/trail, and complete deferred maintenance on Cemetery Bridge.

Next Steps: Staff will seek Council approval and provide additional details of the grant program at the July 15 meeting.

Other Projects

Eagle Park Restrooms

Status: Staff are evaluating options for replacing the decorative exterior wood on the Eagle Park restrooms, which has experienced significant deterioration and rot.

Replacement Options: Staff are working with the original restroom manufacturer to identify potential replacement materials that are more durable and better suited for long-term exterior use.

Year-Round Use: Staff are also evaluating the feasibility of heating the restroom structures during cold weather so the facilities can potentially remain operational year-round.

Highlands Parcels

Background: The Town acquired approximately **55 acres** west of **U.S. Highway 24** through a settlement with the former Battle Mountain developer.

Status: The parcels are now **listed on the MLS** as part of the Town's strategy to help offset water treatment plant costs.

Minturn USFS Shooting Range

Background: At the November 19, 2025, Town Council meeting, Council directed staff to explore options for Town management of the Minturn Shooting Range to address long-standing concerns related to safety,

Town Manager's Report



noise, and environmental impacts. The shooting range is located on federal land south of the Minturn Bike Park.

Status: Staff have continued coordinating with the U.S. Forest Service (USFS) regarding the process for Town management and operation of the range. The Town has submitted a Colorado Parks and Wildlife grant application for Phase 1 improvements focused on access, safety, site organization, and basic range management infrastructure.

Next Steps: Staff are working with the USFS to develop a Special Use Permit application that would allow the Town to formally operate and manage the range. Additional federal review and permitting will likely be required before certain physical improvements can move forward.

Policy & Planning Initiatives

Minturn Forward Land Use Code Update

Status: Town staff and our consultant, along with the Planning Commission, have reviewed a large chunk of Article 1: General Provisions. This is the last article that needs to be finished before the definitions article. The definitions article will be the last section of the code update to be addressed.

Minturn Impact Fee Study

Background: Staff issued an RFP in November 2025 for a comprehensive impact fee study.

Status: Staff are putting the impact fee study on pause to conduct a limited asset inventory and capital improvement planning process. This step is necessary to gather additional data on Town assets and capital needs before proceeding with the study.

Next Steps: Staff will coordinate with BBC Research & Consulting on the revised project timeline and will return to Council with additional information as the inventory and CIP work progresses.

Housing Affordability and Neighborhood Stability

Status: Staff presented information on housing affordability and current regional efforts to explore the formation of a housing authority at the June 17 Town Council meeting. Staff is preparing a follow-up policy brief outlining the Town's current positions and priorities for future regional discussions. Staff is also coordinating with regional partners to schedule working group meetings and continue evaluating potential regional housing strategies.

Temporary & Mobile Business Pilot Program

Status: Town Council approved the Temporary & Mobile Business Pilot Program on February 4, authorizing mobile and modular business licensing on Town-owned property through October 31, 2026. Staff have issued two licenses under the program, and both businesses are now operating. No complaints have been received.

Downtown Redevelopment Code Evaluation – First/Williams/Nelson Area

Status: Staff are identifying a follow-on planning effort related to the First–Williams–Nelson Infrastructure Improvements Project.

Town Manager's Report



Purpose: The goal will be to evaluate whether current development regulations are creating barriers to redevelopment in the west side of the 100 block as the Town considers major infrastructure investment in the area.

Potential Focus: Building height, parking requirements, and other standards affecting redevelopment on small, constrained lots.

Next Steps: After the current land use code update is complete, staff will develop a process for review with the DDA, Planning Commission, and Town Council, and evaluate whether outside consultant support would be beneficial.

Public Works

Weekly Report (June 15 to June 21)

Operations: Public Works completed routine utility locates, daily Water Treatment Plant operations, trash and dog waste station servicing, Eagle River Park restroom maintenance, weekly mowing and grounds maintenance, irrigation system testing and repairs, seasonal water meter coordination, and general cleanup and organization of the Public Works maintenance shop.

Town Cleanup and Seasonal Maintenance: Staff completed Town Clean-Up Day operations, including setup and removal of traffic control devices, safety cones, and equipment; hauled and disposed of excess tires that could not be accommodated in the roll-off dumpster; removed and stored event-related materials; and supported cleanup activities following the event. Staff also replaced damaged Town flagpoles on the 100 Block after high wind events, removed a fallen tree along Highway 24 near the Bone Yard, removed planter boxes from the Community Garden, and assisted with Minturn Market Wi-Fi extender installation.

Repairs and Improvements: Staff cleaned and maintained Eagle River Park restrooms, tested and adjusted irrigation at Eagle River Park and the 100 Block, replaced several sprinkler heads, activated irrigation at the Minturn Fitness Center, and coordinated water service equipment for 1010 Cross Creek. Public Works also excavated and prepared the foundation area for the Meyer's Barn project, placed and compacted approximately 15 cubic yards of ¾-inch road base, and provided temporary electrical power for concrete forming operations.

Water System Infrastructure: Public Works assisted and monitored JSS Excavation during replacement of the fire hydrant across from 2084 Main Street, including traffic control, bedding, backfill, and compaction. During excavation, staff identified significant corrosion and pitting on the existing 8-inch metallic water main due to historic mine tailings and "hot soil" conditions. Staff recommend evaluating this segment for replacement in conjunction with the next valve replacement project near the Minturn Fitness Center/VSSA within the next two years.

Project Coordination: Public Works supported coordination on the Taylor Street Improvement Project, including monitoring driveway, concrete, asphalt, and paving preparations; distributing parking restriction notices to residents; and coordinating driveway elevations, valley pan grades, drainage concerns, and approach transitions at 436 and 442 Taylor Street. Staff also coordinated with Intermountain Engineering, JHL Constructors, JSS Excavation, Schofield Excavation, Cross Country Freight, Wagner Equipment, Aspen Sauna and Cold Plunge, and project contractors

Town Manager's Report



regarding utility locating, temporary power, road base delivery, cold patch delivery, and project access.

Equipment and Fleet: Staff completed routine preventative maintenance on loaders, the mini excavator, and skid steer equipment, and monitored Wagner Equipment's 500-hour preventative maintenance service on the Caterpillar 938M loader and IT38H integrated tool carrier.

Safety: All work was completed safely and efficiently. No injuries, accidents, or safety incidents were reported during the reporting period. Town Clean-Up Day operations were also completed safely, with temporary staff performing duties professionally and supporting the overall success of the event.



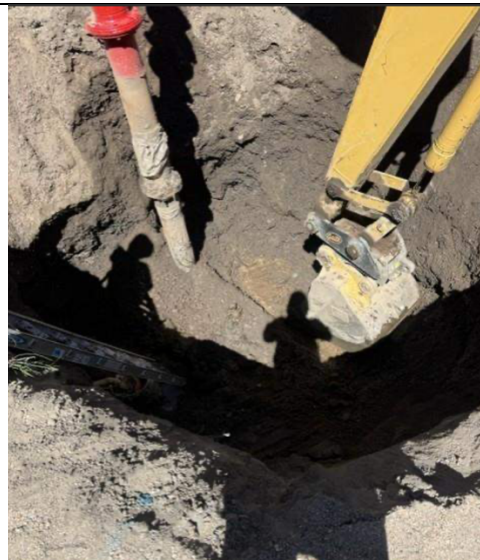
Public works loaders assembled for town clean-up day.



Public works loaders and staff unloading truck at town clean-up day.



Town loader dumping debris into dumpster at town clean-up day.



Fire hydrant replacement project. Excavation work.

Town Manager's Report



Area of excavation around fire hydrant.



Removed water main pipe showing signs of exterior corrosion.



Soil compaction in fire hydrant excavation area.



Replaced fire hydrant being flushed.



Wagner CAT servicing public works loaders.

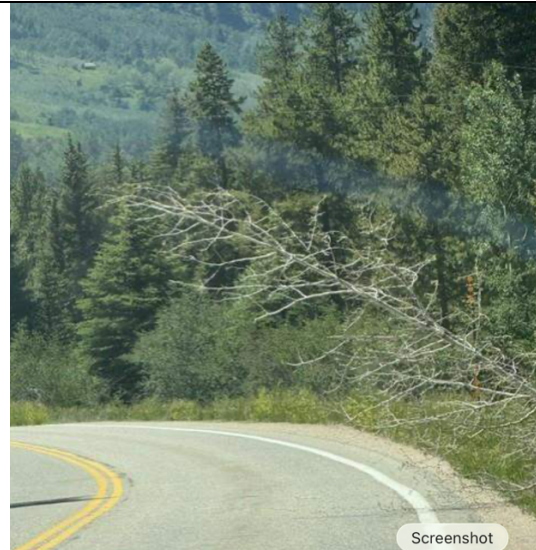


Wagner CAT servicing public works loaders.

Town Manager's Report



Driveway repair work on Taylor Street.



Dead tree from Minturn Boneyard prior to removal by public works.



Replaced two-hour parking sign on Nelson Avenue.



Water main work for 491 Main Street.

Town Manager's Report



New construction at 491 Main Street.



New construction at 491 Main Street.

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Minturn Planning Commission
Chair – Lynn Teach
Jeff Armistead
Michael Boyd
Melissa Decker
Amanda Mire
Darell Wegert

Memorandum

Date: June 24, 2026
To: Minturn Town Council
From: Madison Harris, Senior Planner
Re: Fence on HOA Property at Minturn North

Background:

On April 7, 2026 the Town received a Minor DRB Application from a Minturn North resident partnering with their neighbors to erect a split rail fence with chicken wire between their properties and the ECO Trail on HOA owned and maintained land.

“The recreation path is enjoyed by many residents, some of which let dogs run freely through the properties – often not picking up after. The intention of a split rail fence, with chicken wire, is to provide separation from people walking and dogs walking onto and between the properties.”

- *Applicant’s Letter of Intent*

After getting confirmation from the HOA that they allowed and supported this construction on their property to occur, and after evaluating the fence against normal fencing requirements from the Minturn Municipal Code (MMC) (i.e., height, impacts to clear vision, and placement), staff issued approval for the fence to be installed on April 13, 2026. The fence was installed shortly thereafter and then a nearby citizen raised concerns.

PUD Guide:

The Minturn North Planned Unit Development functions slightly differently than most other areas of town in that the land is governed not only by the MMC but also by their own set of regulations laid out in a PUD Guide. Below are excerpts from the PUD Guide that have been cited by the concerned citizen and other relevant sections that staff flagged. Staff’s response will be in a following section.

From Minturn North PUD Guide Section 3: Definitions

*“**Building Setbacks:** The distance required between the face of a building and the lot line opposite that building face, measured perpendicularly to the building. Additional setbacks may further restrict building setbacks including wetland and Game Creek stream setbacks.*

Refer to each planning area development standards for prescribed building setbacks. Improvements which are allowed within building setbacks include the following: parking, sidewalks, trails, fences, driveways, roadways, site stairs and walkways, on-grade patios and plazas, HVAC equipment, roof overhangs no greater than 2'-0", cantilevered finished livable area no greater than 1'-6", drainage facilities, snow storage, landscaping, retaining walls and shoring walls. Substantially below grade improvements including but not limited to parking, stormwater treatment, window wells, concrete sub-structure associated with the residence and shoring nails, mechanical and utility lines and similar uses and improvements, except as may be prohibited within wetland setbacks described herein."

"Fences: *Fencing, if any, shall conform to the CPW Wildlife Friendly fencing guidelines. Fencing of lots shall be restricted to the building envelope"*

From Minturn North PUD Guide Section 4: Planning Area, Allowed Uses and Zoning Standards:

The property in question falls under Planning Area 4 (PA-4) - Common Area Open Space.

"Permitted Uses: *Dark sky compliant lighting and signage, driveway access, parking, greenspace, public trails, ECO trail, paths, parking, passive recreation, snow storage, stormwater, landscaping and drainage facilities, and uses determined to be similar by the Town of Minturn Town Manager or assigns."*

From Exhibit B - Minturn North Wildlife Mitigation Plan:

Fencing - *"Wildlife movements, optimize habitat availability, and reduce wildlife mortality. Except for designed character fencing (including privacy fencing), dog runs, temporary erosion, sediment control, Game Creek setback fencing, and construction fencing, fencing is prohibited throughout the PUD."*

Other Summarized Complaints from the Citizen's Letter:

1. "The fence also stops reasonable ingress and egress of this common area open space to pedestrians using the trail. This can cause a safety issue, as there is no room to step off the trail in times of high traffic or two dog walkers passing in opposite directions."
2. "The fence is located in Tract E of the final plat, which is part of Planning Area 4 (PA-4) in the PUD Guide. PA-4 is designated as open space and Tract E, specifically, is designated as a trail, snow storage and utility easement. In the notes on the Final Plat, it is indicated that the 'Right of Way' easement of Tract E is for snow storage and should also provide ingress and egress for pedestrians (note 2v)."

Staff Responses:

Minturn North PUD Guide Section 3: Definitions:

The definitions of "Building Setbacks" and "Fences" within the PUD Guide document are conflicting. Under "Building Setbacks," fences are permitted within the area between the *"face of a building and the lot line opposite that building face."* This would mean anywhere within the

front, side, or rear setback areas or specifically beyond the platted building envelope area (which is typically more restrictive than setback areas) within a lot.

The definition for Fences within the PUD Guide, however, restricts fencing only within the building envelope (i.e., fences must be placed in such a manner so that they are just as constrained if not more so than the Building Setbacks).

Staff believe the intent of the developer was to allow for fences to be placed anywhere on a given lot so long as the fence does not enclose the entire lot. And, in situations where a lot owner wants to erect a fence to enclose all or a portion of their lot, it must be within the building envelope (so as not to outline the property boundary with fencing).

Staff will work with the Minturn North HOA to address this apparent conflict within the documents and to clarify the intent for fencing within the PUD. However, in the case of this specific fence, any conflicting PUD language is irrelevant. The parcel of land this fence sits on (exhibited below in Figure 4) is the Common Area Open Space parcel - owned by the HOA - and has no setbacks or building envelopes. There is nothing constraining the placement of the fencing on this particular parcel and therefore also nothing from a regulatory standpoint prohibiting its location.

Regarding the requirements to comply with CPW standards, this fence appears to fall within the category of a Wildlife Exclusionary Fence (guidelines [here](#) see pg. 29) with example photos on CPW's website showing wire mesh all the way to the ground.



-Photo
Credit: Terry
Mathieson,
CPW
-Figure 1:
Photo from
CPW
Guidelines
*Fencing with
Wildlife In
Mind*
showing
examples of
Wildlife
Exclusionary
Fencing



-Photo Credit:
Kevin Rindy,
Town of Minturn
-Figure 2: Photo
from Town Staff
showing the
Fence that was
installed.

Section 4: Planning Area, Allowed Uses and Zoning Standards:

The description of PA-4 from the PUD Guide specifically allows for landscaping to occur on this parcel. Fencing is widely recognized and often falls under the term of landscaping. So if the primary intent of this Planning Area is to provide landscaping, that very well may include fencing to go along with it.



Figure 3: Illustration showing PA-4

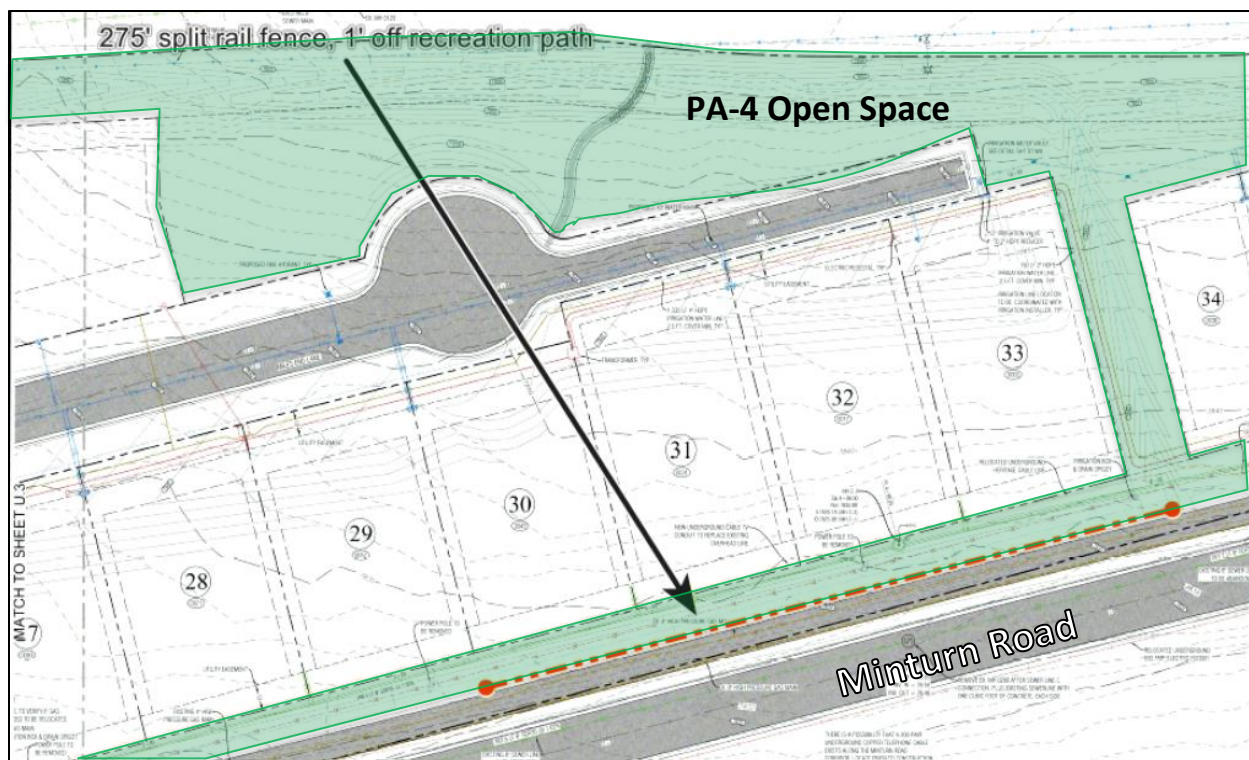


Figure 4: Location of Fence Per Application Received by Town

Exhibit B – Minturn North PUD Wildlife Mitigation Plan:

Fencing is prohibited in this PUD except for certain listed categories, including “...designed character fencing (including privacy fencing)...” The PUD Guide and the Wildlife Mitigation Plan approved by CPW do not define “designed character fencing” or “character fence.” Because the term is undefined, staff has interpreted this exception to include fencing that is intentionally designed as part of the development’s architectural, landscape, or open-space character, rather than ordinary lot-line fencing installed solely to enclose private property.

Based on that interpretation, staff believes the approved split-rail fence may reasonably be treated as designed character fencing because it functions as a trail and open-space edge treatment, is consistent with the rustic/mountain design character of the development, and does not enclose individual residential lots. Staff does not rely primarily on the fence as a privacy fence, because the split-rail design with wire mesh does not provide significant visual screening.

Separately, staff believes the fence is consistent with the general concept of wildlife exclusionary fencing identified in CPW guidance, because the wire mesh extends to the ground and is intended to limit movement through the fenced area. However, the Wildlife Mitigation Plan’s exception for designed character fencing remains the primary basis for staff’s interpretation under the PUD documents.

Other Summarized Complaints from the Citizen’s Letter:

1. With regard to the complaint that the fence does not allow people to step off the path, staff suggests there are several feet of landscaped area on the other side of the Trail

between the ECO Trail and Minturn Road that people can utilize for maneuverability if needed to allow for two way traffic. Additionally, the fence in question was installed in the same manner (i.e., in a location in close proximity to the ECO Trail paved surface) to a fence that the Eagle County ECO Trails department installed just to the north of the fence in question.

2. This parcel is encumbered with a snow storage easement and, therefore, is intended to serve as snow storage. However, the fence is a split rail fence with large gaps. Staff has received confirmation from the Public Works Director that this fence will not impede regular snow removal operations or the ability to store snow.

The referenced plat note regarding pedestrian access is as follows: "...the owner, hereby dedicates to the Town of Minturn the following non-exclusive easements...Pedestrian and Trail use including reasonable ingress and egress of persons to include foot, bicycle or non-motorized use along with sidewalk or path construction, use and repair." The ECO Trail was constructed, the public has the right to use the trail through the non-exclusive easement. The fence does not preclude anyone from using the trail and it does not prohibit access between Lots 33 and 34 (see Figure 5 below) which allows movement between Taylor Street and Minturn Road. There are gates within the fence located allowing access from the path to Lots 30, 31, 32, and 33. There are no signs posted on or near the fence that indicate private property or that trespass is not permitted. It is staff's interpretation that there is reasonable ingress and egress of people on and to this property.

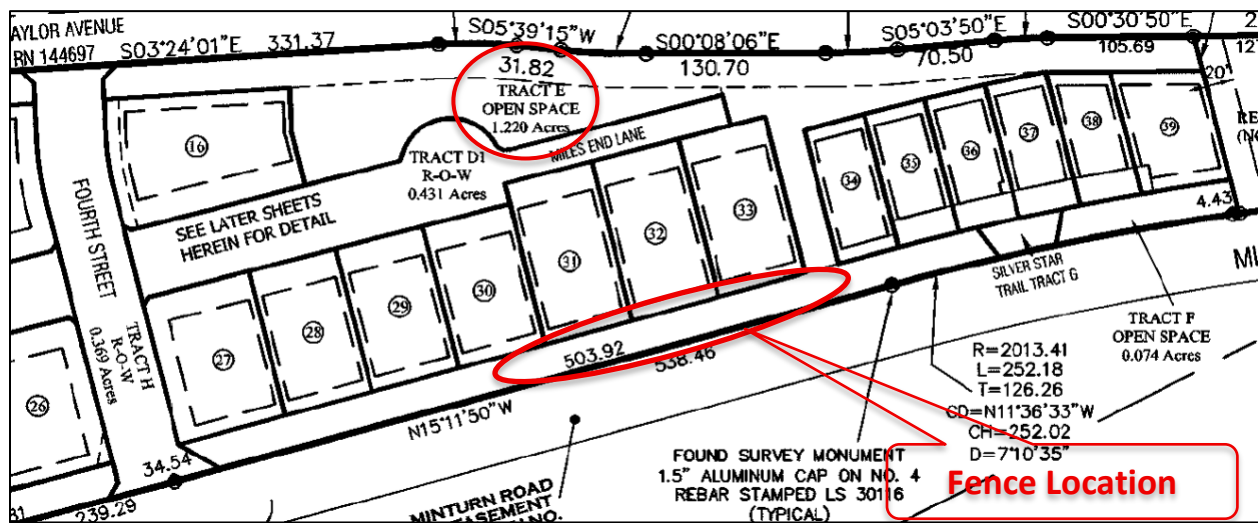


Figure 5: Exhibit of Open Space Tract E

Conclusions:

Staff has determined that the approved fence falls within CPW's category of an Exclusion Fence as it has been installed. Every other complaint: placement, length, and access we believe has been addressed satisfactorily and does not require change or further justification from staff.

It is important to note that while there is a non-exclusive easement dedicated to the Town allowing pedestrian access, the parcel in question is still private property. It has not been dedicated to the Town, it is owned and maintained by the Minturn North HOA.