



# Keystone Town Council Agenda

The Keystone Town Council will have a Regular Meeting on January 28, 2025, at 7:00 p.m. at 1628 Sts. John Rd, Keystone, CO 80435.

The Town of Keystone conducts hybrid meetings. This meeting will be held in person at Keystone Town Hall and will also be broadcast live over Teams. [Join the live broadcast available by computer here](#). If you will need special assistance in order to attend any of the Town's public meetings, please notify the Town Clerk's Office at (970) 450-3500x1 via phone, or [clerk@keystoneco.gov](mailto:clerk@keystoneco.gov) via e-mail, at least 72 hours in advance of the meeting.

- I. **CALL TO ORDER, ROLL CALL**
- II. **APPROVAL OF AGENDA**
- III. **PROCLAMATION**
  - A. **PROCLAMATION RECOGNIZING NATIONAL BROTHERHOOD OF SNOWSPORTS' LEGENDS & LEGACY SUMMIT**
- IV. **COMMUNICATIONS TO COUNCIL**
  - A. *Public Comment (Pursuant to Resolution 2024-18, comment is limited to non-agenda items only; 3-minute time limit please)*
- V. **CONSENT**
  - A. **FIRST READING OF ORDINANCES**
    - 1. **Ordinance 2025-O-2, An Ordinance of Town Council of The Town of Keystone, Colorado, Adopting Regulations for Emergency and Local Disaster Authority**
  - B. **RESOLUTIONS**
  - C. **MEETING MINUTES**
    - 1. **January 14, 2025 – Meeting Minutes**
  - D. **EXCUSED ABSENCES**
    - 1. **Dan Sullivan – January 28, 2025**

**E. OTHER**

**1. Accounts Payable List**

**VI. DISCUSSION**

**A. CONSIDERATION OF ORDINANCES (SECOND READING/PUBLIC HEARING)**

- 1. Ordinance 2025-O-1, An Ordinance of Town Council of The Town of Keystone, Colorado, Adopting a General Penalty Provision, Providing an Appointment Process for the Municipal Court Judge, Creating an Administrative Citation Process, and Amending Ordinance 2024-O-12 to Follow the State Schedule for Traffic Fines**

**B. RESOLUTIONS**

- 1. Resolution 2025-05, A Resolution of Town Council of the Town of Keystone, Colorado, Approving a Down Payment Assistance Program for Town Employees**
- 2. Resolution 2025-06, A Resolution of Town Council of the Town of Keystone, Colorado, Approving an Intergovernmental Agreement with the Town of Dillon for a Combined Police Department**

**C. OTHER**

**VII. PLANNING MATTERS**

**VIII. REPORT OF TOWN MANAGER AND STAFF**

**IX. REPORT OF MAYOR AND COUNCIL**

**X. OTHER MATTERS (Town Manager/Mayor/Councilmember may bring up items on other matters that are not on the agenda)**

**XI. SCHEDULED MEETINGS**

**XII. EXECUTIVE SESSION**

**XIII. ADJOURNMENT**

# TOWN OF KEYSTONE, COLORADO

## STAFF REPORT

TO: Mayor & Town Councilmembers  
THROUGH:  
FROM: John Crone, Town Manager  
DATE: January 28, 2025  
SUBJECT: Proclamation Recognizing the National Brotherhood of  
Snowsports

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### **Background:**

From February 22 through March 1, 2025, the National Brotherhood of Snowsports will be hosting their annual convention in Keystone. The Legends and Legacy Summit will bring approximately 2000 snowsports advocates to the Town. The purpose of the National Brotherhood of Snowsports is to “identify, develop and support athletes of color who will win International and Olympic winter sports competitions representing the United States and to increase participation in winter sports.” These are ideals that fit very well with our Town’s character.

The attached proclamation recognizes the value and benefit that this organization brings to our Town.

Staff is also interested in whether the Council would like to present them with a Key to the City (the Town of Vail did)..

# PROCLAMATION

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TOWN OF KEYSTONE, COLORADO - A PROCLAMATION OF THE MAYOR AND TOWN COUNCIL

## RECOGNIZING NATIONAL BROTHERHOOD OF SNOWSPORTS' LEGENDS & LEGACY SUMMIT

Whereas, the National Brotherhood of Snowsports was organized to identify, develop and support athletes of color who will win International and Olympic winter sports competitions representing the United States and to increase participation in winter sports, and

Whereas, from February 22 through March 1, 2025, the National Brotherhood of Snowsports will be hosting its Legends & Legacy Summit in the Town of Keystone, and

Whereas, the Town of Keystone shares the values of the National Brotherhood of Skiers and appreciates the efforts to expose more people to the joys of winter recreating, and

Whereas, the Town of Keystone is proud to open its doors to the members of the National Brotherhood of Skiers and is desirous that this is only the beginning of a long flourishing relationship, and

Whereas, the Town of Keystone wholeheartedly supports the efforts and achievements of the National Brotherhood of Snowsports.

**—NOW, THEREFORE, BE IT PROCLAIMED—**

That the Mayor and the Town Council of Keystone, Colorado, do hereby honor and proclaim that February 22<sup>nd</sup> through March 1<sup>st</sup>, 2025, shall honor the National Brotherhood of Snowsports in the Town of Keystone, Colorado.

Issued this \_\_\_\_\_ day of \_\_\_\_\_, 2025

By: \_\_\_\_\_

Kenneth D. Riley, Mayor

Attest:

By: \_\_\_\_\_

Town Clerk

# TOWN OF KEYSTONE, COLORADO

## STAFF REPORT

TO: Mayor & Town Councilmembers  
THROUGH: John Crone, Town Manager  
FROM: Jennifer Madsen, Town Attorney  
DATE: January 28, 2025 – Town Council  
SUBJECT: [FIRST READING] 2025-O-02, An Ordinance Of Town Council Of The Town Of Keystone, Colorado, Adopting Regulations For Emergency And Local Disaster Authority

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### **Executive Summary:**

Ordinance 2025-O-02 establishes comprehensive regulations for emergency and local disaster authority in the Town of Keystone. The purpose of the ordinance is to enable the Town to act efficiently and decisively during emergencies, ensuring the health, safety, and welfare of residents and property. It also aligns the Town's policies with the Colorado Disaster Emergency Act.

### **Recommendation:**

Staff recommends that Council approve Ordinance 2025-O-02 on first reading.

### **Background:**

In recent years, Colorado municipalities have faced various situations necessitating official declarations of emergencies. Notable instances include the COVID-19 pandemic, the Marshall Fire in December 2021, and flash flooding in Lyons in September 2013. To be better equipped to respond quickly to similar disasters and emergencies, municipalities have adopted emergency ordinances for the following reasons:

- Enhance Preparedness: Clearly define roles and authority to act during emergencies.

- Streamline Decision-Making: Provide one person with the flexibility to act decisively without procedural delays.
- Protect Public Interests: Ensure resources are allocated efficiently to mitigate harm and restore normalcy.
- Comply with Legal Frameworks: Align local emergency powers with state and federal laws while asserting home rule authority.
- Maintain Accountability: Include reporting and oversight provisions to balance authority with transparency.

The following is an overview of Ordinance 2025-O-02:

I. Legislative Intent and Interpretation. The ordinance provides that the purpose of the Article is to ensure efficient local government operations during emergencies; allocate authority for swift and effective use of Town resources to prepare for, respond to, and recover from emergencies; recognize the Town's home rule authority to supersede conflicting state laws where legally permissible; and complement the Town's Emergency Operation Plan [once a plan is adopted].

II. Definitions. The ordinance defines the Town Manager as the decision-maker in emergencies. The Town Manager has the responsibility to manage the affairs of the Town on a day-to-day basis and will have access to the communication channels with emergency services. In the definition section, Town Manager is identified as the individual who can declare an emergency. The definition of Town Manager is broader to include a succession plan in the absence or incapacity of the Town Manager and the definition is consistent with the Home Rule Charter Section 7.2. The definition of emergency is intended to be broad to include a range of unanticipated situations.

III. The Declaration of Emergency.

- Authority to Declare: The Town Manager can declare an emergency and exercise all emergency powers permitted by law.
- Notification: Requires prompt filing of the declaration with the Town Clerk, State

Office of Emergency Management, Summit County Sheriff, and County Clerk. Public notification is also required.

- Duration: Declarations last seven days unless extended by Town Council consent. Town Council shall endeavor to schedule a meeting as soon as feasible.

#### IV. Powers of the Town Manager

- Authorizes actions to protect health, safety, and welfare, including:
  - Appropriating funds and executing contracts outside of the standard procurement processes.
  - Waiving or modifying municipal requirements to expedite emergency response.
  - Controlling public access, traffic, and evacuations.
  - Regulating the distribution of essential goods and services.
  - Acquiring volunteer or non-Town personnel resources as needed.
- Requires ongoing reporting to Town Council, which retains the authority to amend or reverse actions prospectively.

V. Scope of Authority. This section clarifies that actions taken in accordance with the ordinance are within the Town Manager's authority and the Manager would not have liability for acting outside of the delegated authority.

VI. Enforcement and Compliance. The ordinance empowers law enforcement officers to enforce emergency orders. The ordinance also establishes penalties for violating emergency orders, including fines and other enforcement actions.

VII. Authority to Enter Private Property. This section authorizes entry onto private property during emergencies to alleviate or minimize danger to lives or property

Town staff recommends the adoption of Ordinance No. 2025-O-02 for the following reasons:

1. Improved Emergency Response: The ordinance equips the Town Manager with the necessary authority to act swiftly and effectively during emergencies.
2. Alignment with State Law: Ensures consistency with the Colorado Disaster Emergency Act while leveraging the Town's home rule authority for local adaptation.
3. Operational Efficiency: Reduces procedural delays and enables the Town to address emergencies proactively and comprehensively.
4. Public Safety and Welfare: Prioritizes the health, safety, and welfare of residents and property during times of crisis.

### **Alternatives:**

Town Council may provide alternative direction on the topics in Ordinance 2025-O-02.

### **Financial Considerations:**

There are no financial considerations applicable to this ordinance.

### **Previous Council Actions:**

A draft of this ordinance was discussed at a work session on January 14, 2025. Council provided direction for revisions to the draft ordinance. The definition of *Town Manager* was revised for consistency with Section 7.2 of the Town Charter. Under paragraph III(a), the declaration of emergency is to be filed with the Summit County Sheriff. A sentence in paragraph III(b) was added to require that Town Council shall make every effort to schedule a meeting as soon as feasible after the declaration of emergency. A clause was added to paragraph IV(c)(1) provide that the Town Manager's reports include information on substantive action taken during the emergency along with the effects of those actions.

### **Next Steps:**

If Council approves this Ordinance on first reading, it will be scheduled for second reading and public hearing on February 11. The effective date of the ordinance is thirty days after publication.



**Suggested Motions:**

Because this ordinance is on the Consent Agenda, a motion to approve the consent agenda will approve this ordinance on first reading.

**Attachment:**

- 2025-O-02, An Ordinance Of Town Council Of The Town Of Keystone, Colorado, Adopting Regulations For Emergency And Local Disaster Authority

**TOWN OF KEYSTONE  
ORDINANCE NO. 2025-O-02**

**AN ORDINANCE OF TOWN COUNCIL OF THE TOWN OF KEYSTONE,  
COLORADO, ADOPTING REGULATIONS FOR EMERGENCY AND LOCAL  
DISASTER AUTHORITY**

WHEREAS, the Town of Keystone (“Town”) is a home rule municipal corporation created pursuant to Article XX of the Colorado Constitution; and

WHEREAS, pursuant to the Colorado Disaster Emergency Act, C.R.S. § 24-33.5-701 et seq., the principal executive officer of the Town, the Town Manager, is authorized to issue a declaration of local disaster emergency; and

WHEREAS, the Town presently lacks specific details related to authority during times of declared emergencies and additional clarification will aid the Town Manager in acting swiftly in future times of emergency to best address the needs of the citizenry and the community; and

WHEREAS, the Colorado Disaster Emergency Act, C.R.S. § 24-33.5-701 et seq. provides separate definitions for “disaster” and “emergency” and the intent is that this Ordinance will apply to all forms of disaster and emergency (collectively “emergency” as specifically defined herein); and

WHEREAS, the Town Council hereby delegates authority to the Town Manager to act in accordance with the general and specific powers set forth herein when the Town Manager reasonably believes such actions are required to protect the health, safety, and welfare of persons or property within the Town or to otherwise preserve the public peace or abate, clean up, or mitigate the effects of an emergency; and

WHEREAS, the Town Council has determined that the adoption of this Ordinance is legislative in nature and will further the public health, safety and welfare of the residents of the Town.

**THE TOWN COUNCIL OF THE TOWN OF KEYSTONE, COLORADO,  
ORDAINS:**

Section 1. The foregoing recitals are hereby affirmed and incorporated herein by this reference as findings of the Town Council.

Section 2. The Town Council adopts an Emergency or Local Disaster Article.

## EMERGENCY OR LOCAL DISASTER ARTICLE

### I. Legislative intent and interpretation.

(a) This Article is intended to:

(1) provide for the efficient operation of local government in times of declared emergency;

(2) provide for the allocation of the necessary powers and authority to enable a timely and effective use of all available Town resources to prepare for, respond to, and recover from emergencies that are likely to affect the health, security, safety or property of Town inhabitants;

(3) enable the Town to avoid delay when addressing emergency circumstances and the impacts of emergencies;

(4) recognize and accept all powers and authority granted or afforded to the Town of Keystone by state and federal laws during times of emergencies; and

(5) implement, to the greatest extent possible, the constitutional home rule authority of the Town of Keystone.

(b) To best effectuate the intent of this Article, this Article shall be interpreted whenever lawfully permitted to supersede conflicting state law and recognize, to the greatest extent possible, the Town's home rule authority. Although conformance with state law is always preferred, during times of emergency, the Town Council recognizes that the protection of the health, safety, and welfare of the citizens of the Town shall be of utmost importance.

(c) This Article is intended to compliment the specific emergency response activities and strategies generally governed by the Town-adopted Emergency Operation Plan.

### II. Definitions.

*Town Manager* means the appointed Town Manager for the Town of Keystone. In the event of the Town Manager's temporary absence or incapacity, as provided in Section 7.2 of the Town of Keystone Home Rule Charter, the Town Manager shall designate a qualified administrative employee to perform their duties through a letter filed with the Town Clerk. If the Town Manager fails to make such a designation, the Mayor may appoint a qualified administrative employee to assume the Town Manager's duties until the Town Manager returns in accordance with Section 7.2 of the Charter.

*Declaration* means a written document executed by the Town Manager which declares an emergency.

*Emergency* means any occurrence or threat of circumstances of widespread or severe damage, injury, or loss of life or property, whether of natural or human origin and whether actual or potential, including, but not limited to wildfire, wind, blizzard, flood, drought, building or structural collapse or failure, explosion, utility emergency, sudden and severe energy shortages, hazardous substance spills, biological material release, pandemic, civil disturbance, in which the safety and welfare of the inhabitants of the Town or their property are jeopardized or placed at extreme peril and in which timely action to avert or minimize damage is essential.

### **III. Declaration of Emergency.**

(a) The Town Manager shall be authorized to declare that an emergency exists. The issuance of a declaration of emergency shall automatically empower the Town Manager to exercise all emergency powers permitted by federal, state, and local law, including, but not limited to, the specific authority as set forth in this Article. Any declaration of emergency issued by the Town Manager shall be promptly filed with the Town Clerk, the State Office of Emergency Management, the Summit County Sheriff, and the County Clerk. Whenever practicable, prior to filing a declaration of emergency, the Town Manager shall notify the Town Council of the intent to issue a declaration of emergency. The Town Manager shall also notify the Town Council of the actual issuance of a declaration of emergency as soon as possible thereafter. The general public shall also be notified of a declaration of emergency through general dissemination of the declaration to the news media, posting of the declaration on the Town website, or by other means of communication deemed appropriate by the Town Manager for informing the general public.

(b) The Town Manager's declaration of emergency shall be in effect for a period not to exceed seven (7) days, which period shall be extended only by consent of the Town Council. Individual members of the Town Council may provide their consent to the extension of the Town Manager's declared period of emergency through written letter, electronic mail, or verbal response delivered to the Town Manager. The Town Manager's receipt of consent from a majority of all members of the Town Council shall constitute the required Town Council consent for extension. Any extension of the emergency declaration shall be later memorialized by the approval of a resolution or motion of the Town Council ratifying such extension at the next practicable Council meeting. Town Council shall make every effort to schedule this meeting as soon as feasible after the declaration of emergency. Once extended, the declaration shall remain in effect until it is repealed by the Town Council.

### **IV. Powers of the Town Manager.**

(a) Findings Required. Upon the issuance of a declaration of an emergency, the Town Manager shall issue such orders or take such action as may be required to

protect the health, safety, and welfare of persons or property within the Town or to otherwise preserve the public peace or abate, clean up, resolve, mitigate, or address the effects of an emergency. Actions or orders taken by the Town Manager pursuant to a declared emergency must be taken following the Town Manager's determination that the order or action is: (1) directly needed to address the emergency or alleviate burdens resulting from the emergency; and (2) absent such order or action, detriment, harm, expense, or difficulty will likely be experienced by the general public, Town staff, or other persons who rely upon the Town and its services. Such orders or actions may be amended from time to time during the period of a declared emergency at the discretion of the Town Manager.

(b) Powers. Notwithstanding the provisions below in this subsection (b), Town Council shall retain the authority to amend, cease or reverse any action taken by the Town Manager in accordance with subsection (c). The Town Manager, pursuant to a declared emergency, and in accordance with subsection (a), may issue orders or take other actions as the Town Manager reasonably believes is required to protect the health, safety, welfare of persons or property within the Town or to otherwise preserve the public peace or abate, clean up, or mitigate the effects of any emergency, including, but not limited to, the following:

(1) Unless otherwise restricted by a resolution or ordinance of the Town Council adopted or enacted during the period of a declared emergency, incur financial obligations and execute contracts and agreements on behalf of the Town for expenditures that shall not exceed the Town's total restricted and unassigned funds that are not otherwise committed to another purpose by law or contract.

(2) Appropriate and expend funds, execute contracts, authorize purchases of property, equipment, services, supplies, and materials without strict compliance with Town procurement procedures, policies, rules, or regulations.

(3) To the extent consistent with the United States and Colorado constitutions, waive, alter, or reschedule any time requirement, deadline, procedure, scheduled hearing, or other event in the Municipal Court in consultation with the court staff and Presiding Municipal Judge.

(4) Suspend or temporarily modify requirements of Town ordinances, the Municipal Code, and any Town policies, directives, or procedures if compliance would prevent, hinder, or delay action that is necessary to cope with or best address an emergency, for a maximum period as necessary only to address and redress the emergency. Examples of actions that may be taken pursuant to this authority include, but are not limited to:

- a. Authorize, on a temporary basis, a land use not otherwise permitted in a zone district where such land use is necessary for the immediate health, safety and welfare such as storage of heavy equipment or placement of a temporary structure.

- b. Postpone or delay any public hearing timing or other procedural requirement for a development application under the Land Use Code if the Town Manager finds the action necessary to protect the public health, safety, and welfare and ensure due process. When altering any such requirement, the Town Manager shall consider the ability of all interested parties to have adequate opportunity to participate in the public hearing.
- c. Waive or modify any procedures and formalities, including method of public notices, deemed by the Town Manager (1) to be inordinately time-consuming or impossible to satisfy, or (2) which prevent the delivery of goods and/or services, or (3) which impair the efficient conduct of meetings and hearings.
- d. Authorize, with or without application, the renewal or extension of existing permits or authorizations when such renewal or extension would allow the permit holder(s) to provide or deliver needed goods, services, or benefits to the general public.
- e. Waive fees, charges, costs, and expenses imposed by the Town when such waiver will provide economic relief to businesses or citizens or otherwise make goods, services or benefits more readily available to the public.
- f. Waive fees and modify Building Services processes for review and issuance of building permits to allow for expeditious rebuilding following a disaster.
- g. Permit and expand allowances for the use of electronic signatures for Town documents when legally permissible and when such allowances, in the determination of the Town Manager, assist the Town to operate more efficiently.
- h. Forgo, postpone, or delay enforcement of any municipal and civil law or requirement where such forbearance, postponement, or delay would directly enable the Town to devote its resources to addressing other needs.
- i. Direct and compel the evacuation of all or a part of the population from any stricken or threatened areas or property within the Town if the Town Manager deems this action is necessary for the preservation of life or property and preclude reentry into an evacuated area until appropriate.

- j. Prescribe routes, modes of transportation, access points, and destinations in connection with an evacuation.
- k. Impose traffic restrictions to allow emergency response, or otherwise control traffic, including the imposition of a prohibition of all traffic except for vehicles operated by individuals deemed essential to assist in the emergency operations, and prohibit any person from stopping, standing, parking, or abandoning a vehicle in a right of way that obstructs emergency operations.
- l. Control, open, or close streets, alleys, sidewalks, public parks, public ways, or other public places, or eliminate access to buildings, streets, alleys, sidewalks, or other public or private places.
- m. Delegate duties specifically assigned or limited to the Town Manager to other Town employees or contractors and transfer the direction, personnel, or functions of Town departments and agencies.
- n. Acquire the services of non-Town personnel as may be available, including citizen volunteers, if regular Town employee resources are determined to be inadequate, with the understanding that all duly authorized persons rendering emergency services pursuant to this provision shall be entitled to the privileges and immunities provided by state law.
- o. Apply for and accept on behalf of the Town and its Town Council, any form or type of private, non-profit, governmental, or quasi-governmental gifts, grants, loans, equipment, services, goods, supplies, materials and assistance.
- p. Make provisions for the harboring, leashing, containment, quarantine, health, and safety of animals.
- q. Terminate or suspend any process, operation, machine, device, or event when, in the absence of such termination or suspension, there is imminent danger that the life, health, safety, and/or welfare of persons or the physical security of property within the Town will be seriously compromised.
- r. Control, restrict, allocate, or regulate the use, sale, production, or distribution of food, water, clothing, and other commodities, materials, goods, services, and resources.

- s. Require the closing of or restrictions upon operations of businesses when deemed nonessential by the Town Manager or when, in the absence of such action, there would be an imminent danger that the life, health, safety, and/or welfare of persons or the physical security of property within the Town might be seriously compromised.
- t. To the extent permitted by law, prohibit the sale or distribution within the Town of any products which could be employed in a manner that would constitute a danger to public health or safety.
- u. Use or traverse any private property if such action is necessary to address an actual and imminent threat to life, health, or property that is caused by an emergency condition, subject, however, to applicable legal requirements for permission, authorization, and/or compensation.

(c) Notice to Town Council; Town Council retains authority to amend or reverse.

(1) Whenever the Town Manager issues a substantive order or takes substantive action in accordance with this Section, the Town Manager shall provide an ongoing and updated report to the Town Council outlining each such substantive action or order that would otherwise not be within the Town Manager's scope of authority absent the declaration of an emergency, along with the effects of those actions. The Town Manager shall promptly provide such report to the Town Council as time permits during the management of the emergency. Such notification may be made by electronic mail, telephone call, or report at the next ensuing Town Council meeting.

(2) The Town Council may, by a majority of those present and voting, determine to amend, cease or reverse the effectiveness of any action of the Town Manager taken pursuant to this Section to the extent such amendment, reversal or cessation does not impair any contract legally entered into by authority of the Town Manager under this Section. Such amendment, reversal or cessation shall be prospective in nature only.

## **V. Scope of Authority.**

The Town Manager's actions in conformance with this Article are within the Town Manager's scope of authority. The Town Council agrees to immunize and hold harmless the Town Manager for performing activities in conformance with this Section.



## **VI. Enforcement.**

(a) Law enforcement shall be authorized to enforce the orders, rules, and regulations made or issued by the Town Manager or the Town Council pursuant to a declared emergency.

(b) All members of the public shall be deemed to have been given notice of the restrictions, prohibitions and requirements contained within a declaration of emergency upon its dissemination to the news media or publication on the Town website or by use of other means of publicity.

(c) During the period of a declared emergency, a person shall not:

- (1) Enter or remain upon the premises of any establishment closed for business to the general public, unless such person is the owner or authorized agent of the establishment, if existing orders allow the owner or authorized agent to so enter or remain;
- (2) Violate or fail to comply with any of the orders duly issued by the Town Manager pursuant to such declaration; or
- (3) Willfully obstruct, hinder, or delay any duly authorized Town officer, employee, or volunteer in carrying out any of the orders duly issued by the Town Manager pursuant to such declaration, in enforcing or exercising the provisions of this Article, or in undertaking any activity pursuant to this Article.

## **VII. Authority to enter property.**

During the period of a declared emergency, a Town employee or authorized agent may enter onto or upon private property if the employee or authorized agent has reasonable grounds to believe that there is a true emergency and an immediate need for assistance for the protection of life or property, and that entering onto the private property will allow the person to take such steps to alleviate or minimize the emergency or to prevent or minimize danger to lives or property due to the declared emergency

Section 3. Severability. Should any one or more sections or provisions of this Ordinance be judicially determined invalid or unenforceable, such judgment shall not affect, impair, or invalidate the remaining provisions of this Ordinance, the intention being that the various sections and provisions are severable.

Section 4. Codification. This ordinance may be codified and numbered for purposes of codification without the need for further approval by the Town Council.

Section 5. Effective Date. The Ordinance shall be effective thirty days after publication.



INTRODUCED, READ AND PASSED AS AN ORDINANCE, ON FIRST READING, AND SCHEDULED FOR PUBLIC HEARING ON \_\_\_\_\_, AT A REGULAR MEETING OF THE TOWN COUNCIL OF THE TOWN OF KEYSTONE, COLORADO, THIS

\_\_\_\_\_ DAY OF \_\_\_\_\_, 2025.

\_\_\_\_\_  
Kenneth D. Riley, Mayor

ATTEST:

\_\_\_\_\_  
Town Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Town Attorney

READ, PASSED AND ADOPTED WITH A ROLL CALL VOTE OF \_\_\_ IN FAVOR AND \_\_\_ OPPOSED ON SECOND READING, AT A REGULAR MEETING OF THE TOWN COUNCIL OF THE TOWN OF KEYSTONE, COLORADO, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025.

\_\_\_\_\_  
Kenneth D. Riley, Mayor

ATTEST:

\_\_\_\_\_  
Town Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Town Attorney



## **Keystone Town Council Minutes**

A Regular Meeting of the Keystone Town Council was held on January 14, 2025, at 7:00 p.m. at 1628 Sts. John Rd, Keystone, CO 80435. Full and timely notice of the meeting had been posted and a quorum of the body was present.

### **I. CALL TO ORDER, ROLL CALL**

Mayor Riley called the meeting to order at 7:04 p.m. The roll was called, and it was found there were present and participating at that time the following members: Councilmember Gretchen Davis, Councilmember Jonathan Hagenow, Councilmember Carol Kerr, Councilmember Dan Sullivan, Councilmember Aaron Parmet, Councilmember Valerie Thisted, and Mayor Ken Riley.

### **II. APPROVAL OF AGENDA**

Mayor Riley presented the agenda.

Councilmember Davis moved to approve the agenda. Councilmember Sullivan seconded.

By hand vote, the motion passed unanimously, and the agenda was approved as presented.

### **III. COMMUNICATIONS TO COUNCIL**

Mayor Riley opened the floor for public comment.

The following members of the public spoke: Christie Camp, Ski Tip, spoke about reducing natural gas usage; and Larry Pruss, Hidden River Lodge, spoke about

nuisances created by noise levels.

Seeing no further members of the public wishing to speak, Mayor Riley closed the public comment period.

#### **IV. CONSENT**

##### **A. FIRST READING OF ORDINANCES**

- 1. Ordinance 2025-O-1, An Ordinance of Town Council of The Town of Keystone, Colorado, Adopting a General Penalty Provision, Providing an Appointment Process for the Municipal Court Judge, Creating an Administrative Citation Process, and Amending Ordinance 2024-O-12 to Follow the State Schedule for Traffic Fines**

##### **B. RESOLUTIONS**

- 1. Resolution 2025-01, A Resolution of Town Council of the Town of Keystone, Colorado, Designating the Public Place for Posting of Notices of Public Meetings**
- 2. Resolution 2025-02, A Resolution of Town Council of the Town of Keystone, Colorado, Approving an Amended Colorado Open Records Act Policy**
- 3. Resolution 2025-03, A Resolution of Town Council of the Town of Keystone, Colorado, Adopting Town of Keystone Pay Grades and Job Classifications**

##### **C. MEETING MINUTES**

- 1. December 10, 2024 – Meeting Minutes**

##### **D. EXCUSED ABSENCES**

##### **E. OTHER**

- 1. Accounts Payable List**
- 2. TOK24-018: Class 2 Sign Permit for Keystone Adventure Center, located at 0172 Argentine Ct.**

Mayor Riley presented the consent agenda.

Councilmember Davis moved to approve the consent agenda as presented. Councilmember Parmet seconded.

By voice vote, the motion passed unanimously, and the consent agenda was approved as presented.

**V. DISCUSSION**

**A. CONSIDERATION OF ORDINANCES (SECOND READING/PUBLIC HEARING) – NONE**

**B. RESOLUTIONS -- NONE**

**C. OTHER**

**1. Appointment of Alternate Planning & Zoning Commissioners**

**1. Planning & Zoning Commission Alternate Member Interviews**

**a. Interview of Applicant Diane Leavesley**

Mayor Riley recognized applicant Diane Leavesley, and the Town Council conducted an interview of the applicant.

**b. Interview of Applicant Mark Clay Willcoxon**

Mayor Riley recognized applicant Mark Clay Willcoxon, and the Town Council conducted an interview of the applicant.

**c. Interview of Applicant Travis Garrison**

Applicant Travis Garrison withdrew from consideration.

**d. Interview of Applicant Kaili Warren**

Mayor Riley recognized applicant Kaili Warren and the Town Council conducted an interview of the applicant.

## **2. Nomination of Candidates and Voting**

Mayor Riley provided an overview of the nomination and voting process to the Town Council and opened the floor for nominations for candidates to fulfill the vacancy on the Planning Commission.

Councilmember Thisted nominated Kaili Warren and Jill Desmond. Councilmember Sullivan nominated Diane Leavesley. Councilmember Davis nominated Mark Clay Willcoxon.

Councilmembers conducted a vote by paper ballot for which nominee would fill the vacancy for the Planning and Zoning alternate position for three-year term. The paper ballots will be on file in the office of the Town Clerk, attached to these minutes.

Mayor Riley asked the Town Clerk to read the results of the paper ballots. There were six votes for Kaili Warren and one vote for Diane Leavesley.

Councilmembers conducted a vote by paper ballot for which nominee would fill the vacancy for the Planning and Zoning alternate position for two-year term. The paper ballots will be on file in the office of the Town Clerk, attached to these minutes.

Mayor Riley asked the Town Clerk to read the results of the paper ballots. There were four votes for Diane Leavesley, two votes for Jill Desmond, and one vote for Mark Willcoxon.

## **3. Resolution 2025-04, A Resolution of Town Council of the Town of Keystone, Colorado, Appointing and Setting the Terms for the Two Vacant Alternate Members of the Town of Keystone Planning and Zoning Commission**

Councilmember Hagenow moved to approve Resolution 2025-04, Appointing and Setting the Terms for the Two Vacant Alternate Members of the Town of Keystone Planning and Zoning Commission, appointing Kaili Warren to the position of 3-year alternate member and Diane Leavesley to the position of 2-year alternate member. Councilmember Davis seconded.

On roll call, the result was:

Ayes: Councilmember Davis, Councilmember Hagenow, Councilmember Kerr, Councilmember Parmet, Councilmember Sullivan, Councilmember Thisted, Mayor Riley (7)

Nays: (0)

Abstain: (0)

Absent: (0)

#### **4. Oath of Office**

Appointed members will take the oath of office prior to their first Planning and Zoning Commission meeting.

#### **VI. PLANNING MATTERS**

#### **VII. REPORT OF TOWN MANAGER AND STAFF**

Town Manager John Crone reported that today is the last day for registration for the Colorado Association of Ski Towns meeting in Breckenridge on the 29<sup>th</sup> and 30<sup>th</sup> of January.

#### **VIII. REPORT OF MAYOR AND COUNCIL**

Councilmember Sullivan met with the postmaster about postal service for Keystone. If homeowner's association provide funding for cluster boxes, the postal service will coordinate delivery. The Town hopes to host a meeting in the next 30-45 days to



provide more information about how to obtain cluster boxes. Keystone's request for a new zip code is expected to be reviewed at the federal level in April.

Councilmember Kerr reported on the success of the evening edition of Coffee with the Council. Eleven people were in attendance. People talked about Short-Term Rentals, the lodging tax, public transportation, and the master plan amongst other items.

Mayor Riley reported that he planned to attend the CML Mayor's Summit prior to the next regular meeting.

**IX. OTHER MATTERS (Town Manager/Mayor/Councilmember may bring up items on other matters that are not on the agenda)**

**X. SCHEDULED MEETINGS**

**XI. EXECUTIVE SESSION**

Councilmember Davis moved to enter an Executive Session pursuant to C.R.S. sec. 24-6-402(4)(b) and (4)(g) to receive legal advice related to an agreement with Vail Summit Resorts and to discuss documents subject to the nondisclosure requirements of the Colorado Open Records Act. Councilmember Hagenow seconded.

By hand vote, the motion passed unanimously, and the Council entered Executive Session at 8:36 p.m.

Town Council concluded Executive Session at 9:33 p.m.

**XII. ADJOURNMENT**

With no further business to discuss, Town Council adjourned the meeting at 9:33 p.m.

**Town of Keystone**  
**Accounts Payable List**

Period: January 1 through 21, 2025

**Payables processed for the period indicated above:**

<b>PAYEEES</b>	<b>AMOUNT</b>	<b>DESCRIPTION</b>	<b>REVIEWED, APPROVED BY</b>
*Paylocity	427.05	payroll processing fee	E.Cox, J Crone
Abell, Gabrielle	68.44	reimbursement supplies	M. Sielu, J. Crone
All Summit Always Professional	11,675.00	plowing Jan	M. Sielu, J. Crone
Black Diamond Gourmet	572.00	council dinners Jan	M. Sielu, J. Crone
CEBT	15,437.46	health insurance premium Feb25	E.Cox, J. Crone
FirstBank Credit Card Center	275.36	p-card charges	M. Sielu, J. Crone
Kerr, Carol	23.93	reimbursement business mixer	M. Sielu, J. Crone
Keystone Policy Center	231.72	copies Feb-Oct24	M. Sielu, J. Crone
Keystone Policy Center	4,900.00	Office Lease Feb25	J. Crone
Marchetti & Weaver	3,710.94	Accounting Dec	J. Crone
Resultant	225.00	MS365 license	M. Sielu, J. Crone
SE Group	5,414.46	comprehensive plan	M. Sielu, J. Crone
SeaGrizzly, LLC	182.50	telephone provider	M. Sielu, J. Crone
Summit Combined Housing Authority	100.00	fees	J. Crone
Summit County Chamber of Commerce	66.35	reimburse business mixer	M. Sielu, J. Crone
Summit County Government	5,900.50	911 1Q25	M. Sielu, J. Crone
Verticomm (All Copy Products)	1,812.00	IT Managed Service Provider	M. Sielu, J. Crone
Widner Juran LLP	7,910.48	legal services	J. Crone
<b>Total Payables</b>	<b>58,933.19</b>		
<b>Payrolls processed during the period indicated:</b>		<b>Paydate</b>	
Payroll Wages (Net pay)	22,951.31	January 10, 2025	
Payroll Taxes & Liability Payments	6,713.51	January 10, 2025	
CRA Contributions	4,645.24	January 10, 2025	
<b>Total Payroll</b>	<b>34,310.06</b>		
<b>TOTAL ACCOUNTS PAYABLE</b>	<b>93,243.25</b>		

1/21/2025 0:00

**Acronym Table**

CAST	Colorado Association of Ski Towns
CEBT	Colorado Employee Benefits Trust
CIRSA	Colorado Intergovernmental Risk Sharing Agency
CMCA	Colorado Municipal Clerk Association
CML	Colorado Municipal League
CRA	Colorado Retirement Association
FSA	Flexible Spending Account
NWCCOG	NorthWest Colodao Council of Governments
SIPA	Statewide Internet Portal Authority
STR	Short Term Rental
WC	Workers Compensation

# TOWN OF KEYSTONE, COLORADO

## STAFF REPORT

TO: Mayor & Town Councilmembers  
THROUGH: John Crone, Town Manager  
FROM: Jennifer Madsen, Town Attorney  
DATE: January 28, 2025  
SUBJECT: [SECOND READING AND PUBLIC HEARING] 2025-O-01, An Ordinance Of Town Council Of The Town Of Keystone, Colorado, Adopting A General Penalty Provision, Providing An Appointment Process For The Municipal Court Judge, Creating An Administrative Citation Process, And Amending Ordinance 2024-O-12 To Follow The State Schedule For Traffic Fines

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### **Executive Summary:**

Ordinance 2025-O-01 implements certain processes for enforcing the Town of Keystone's regulations. The ordinance provides the process for appointment of the municipal court judge, creates an administrative fine process, and amends the Model Traffic Code ordinance to follow the state schedule.

### **Recommendation:**

Staff recommends that Council approve Ordinance 2025-O-01 on second reading.

### **Background:**

#### Overview of Municipal Court Violations

Municipalities in Colorado are empowered to adopt and enforce ordinances that regulate various activities within their jurisdictions. These regulations help maintain public safety, protect property, and enhance the quality of life for residents. To ensure compliance, municipalities may impose penalties and fines for violations of such ordinances. Colorado law allows municipalities to adopt a fine schedule, provided that

such fines are reasonable and comply with state statutes.

Under Colorado Revised Statutes, municipalities have the authority to adopt fines and penalties for ordinance violations, subject to statutory limits. Per C.R.S. § 31-16-101, a municipality may impose fines up to a maximum amount for any ordinance violation, provided such penalties are not excessive or arbitrary. State law provides that the maximum penalty for an ordinance violation is \$2,650 (this amount may be adjusted for inflation based the Denver-Boulder CPI since 2013). In addition, the municipality may enforce an ordinance violation by imprisonment of not more than 364 days. The ability to impose a jail sentence is limited to ordinance violations which are criminal in nature and there is a corresponding criminal state law.

The issuance of a citation for violating a municipal ordinance must adhere to the principles of due process as guaranteed by the United States Constitution and the Colorado Constitution. Due process requires that any governmental action depriving any individual of life, liberty, or property follow established legal procedures that are fair, reasonable, and impartial.

For municipal code violations, this means that citations must be issued in accordance with clearly defined laws and procedures. The procedure is that individuals must receive adequate notice of the alleged violation, including specific detail about what condition is violating the ordinance. The process also requires that the individual has the opportunity to contest the citation in a neutral forum, such as a municipal court or hearing process. Failure to comply with these due process requirements of notice and an opportunity for a hearing could render the citation invalid and a legal challenge. Adherence to these safe guards protects the rights of the individual and the integrity of the municipal enforcement system.

#### Overview of Ordinance 2025-O-01 on Penalties, Municipal Court Judge Appointment, and Administrative Citations

The ordinance implements matters related to handling ordinance violations through the

municipal court and handling ordinance violations through an administrative process.

Section 8.1 of the Town Home Rule Charter sets the framework for the municipal court for Keystone:

**Section 8.1. Municipal Court.**

- (a) There shall be a Municipal Court of record that shall have jurisdiction to hear and determine all cases arising under this Charter or the Ordinances of the Town. The powers of and the procedure in such Municipal Court and the manner of enforcement of its orders and judgments shall be such as is provided for under this Charter, the laws of the State of Colorado, and the Ordinances of the Town with respect to municipal courts of records. The Town Council shall provide a suitable place and all supplies and personnel necessary for the proper functioning of the Court.
- (b) In accordance with state law, the Municipal Court shall be presided over, and its functions exercised by one (1) or more municipal judges, who shall be attorney(s)-at-law authorized to practice in Colorado and otherwise qualified and appointed by the Town Council as established by Ordinance. By the Town Council's Resolution or Ordinance, a municipal judge shall receive compensation not dependent upon the outcome of the matters to be decided by such judge.
- (c) The Town Council shall provide for the enforcement of its Ordinances by fine or imprisonment or both, within the limits established by State law.

Section 2 of the ordinance implements Section 8.1(c) of the Charter by specifying the maximum penalty for violations of ordinances. The maximum monetary penalty is \$2,650 for each day of the violation and, for criminal type violations, jail time could be ordered and the maximum jail time is 364 days.

Section 3 of the ordinance implements Section 8.1(b) of the Charter to specify a process for appointment and removal of a municipal court judge. The Town Council appoints a Presiding Municipal Judge for an initial term of at least two years, with subsequent terms determined at its discretion. Assistant Municipal Judges may be appointed as needed. If the Presiding Judge position becomes vacant, the Town Council appoints a replacement for the remainder of the term. The judge must be a

Colorado licensed attorney. The ordinance also provides the grounds for removal of a judge for cause: (1) Conviction of a felony or crime of moral turpitude; (2) Disability preventing performance of essential duties; (3) Misconduct or ethical violations; (4) Ineffectiveness or failure to meet legal standards; and (5) Neglect of judicial responsibilities without valid justification.

Section 4 of the ordinance provides a different process for handling ordinance violations -- the administrative citation. This process would be conducted outside of the municipal court. The following is an outline of that administrative process. The ordinance dictates the form of the administrative citation. That citation identifies the violation and requires payment of a penalty for the violation. Payment is required even if the individual later remedies the violation. A second and a third citation, each requiring payment of a penalty, may be issued if the property owner does not remedy the violation. A failure to pay the penalty may result in imposition of a late fee and any penalties and fees may be referred to collections. In addition, if the violation is not repaired after issuance of an administrative citation, the Town may use court enforcement to achieve resolution. An individual may request a hearing on the citation and that hearing would be handled through a Hearing Officer.

Section 5 of the ordinance proposes an amendment to the recently adopted Model Traffic Code ordinance (2024-O-12). That ordinance allowed the Town Council to establish a unique fine schedule for traffic violations. During research into Dillon's fine schedule, it was noted that both Dillon and Silverthorne adhere to the fine schedule set forth in state law for traffic violations. While any municipality, whether home rule or statutory, can create its own fine schedule, adopting a unique schedule involves both advantages and challenges. Because Council is contemplating partnering with Dillon on police services and with Dillon and Silverthorne on municipal court services, the recommendation is to align with Dillon's approach (the state fine schedule) for consistency.

## **Alternatives:**

Town Council may provide alternative direction on the topics in Ordinance 2025-O-01.

## **Financial Considerations:**

The financial considerations with this ordinance may be administrative staff time associated with administrative citations.

## **Previous Council Actions:**

This ordinance was approved on first reading at the January 14, 2025, regular meeting. Before that approval, a draft of this ordinance was discussed at a work session on December 10, 2024. Council provided direction to amend the administrative fine process to allow for filing an appeal to the issued administrative fine citation within 7 working days rather than 5 days. The subject matters in this ordinance were also discuss at the October 22, 2024, work session.

## **Next Steps:**

If Council approves this ordinance on second reading, ordinance will be effective 30 days after publication.

## **Suggested Motions:**

Approval:

I move to APPROVE Ordinance 2025-O-01, An Ordinance Of The Town Council Of The Town Of Keystone, Colorado, Adopting A General Penalty Provision, Providing An Appointment Process For The Municipal Court Judge, Creating An Administrative Citation Process, And Amending Ordinance 2024-O-12 To Follow The State Schedule For Traffic Fines

Denial:

I move to DENY Ordinance 2025-O-01, An Ordinance Of The Town Council Of The Town Of Keystone, Colorado, Adopting A General Penalty Provision, Providing An Appointment Process For The Municipal Court Judge, Creating An Administrative Citation Process, And Amending Ordinance 2024-O-12 To Follow The State Schedule For Traffic Fines

**Attachment:**

- 2025-O-01, An Ordinance Of The Town Council Of The Town Of Keystone, Colorado, Adopting A General Penalty Provision, Providing An Appointment Process For The Municipal Court Judge, Creating An Administrative Citation Process, And Amending Ordinance 2024-O-12 To Follow The State Schedule For Traffic Fines



# TOWN OF KEYSTONE, COLORADO

## STAFF REPORT

TO: Mayor & Town Councilmembers  
FROM: John Crone, Town Manager  
DATE: January 28, 2025 – Regular Meeting  
SUBJECT: Resolution 2025-05, A Resolution of Town Council of the Town of Keystone, Colorado, Approving a Down Payment Assistance Program for Town Employees

### **Executive Summary:**

The proposed resolution would create a low-interest downpayment assistance program for Town employees.

### **Background:**

It is often hard to hire and retain skilled workers in Summit County because of the high real estate costs. Keystone, and other municipalities, have tried to address this problem through various means, including the construction of deed restricted housing and the creation of funding assistance programs.

One commonly used program is a down payment assistance program. SCHA runs a program called Housing Helps and many of the other municipalities have down payment assistance programs that provide low-cost loans to their employees. These programs incentivize applicants to apply for Town jobs and also incentivize employees to remain with the Town after they've been employed.

### **Previous Council Actions**

December 10, 2024 – discussion of program in executive session  
January 14, 2025 – workshop on details of proposed program

**TOWN OF KEYSTONE  
ORDINANCE NO. 2025-O-01**

**AN ORDINANCE OF TOWN COUNCIL OF THE TOWN OF KEYSTONE,  
COLORADO, ADOPTING A GENERAL PENALTY PROVISION, PROVIDING AN  
APPOINTMENT PROCESS FOR THE MUNICIPAL COURT JUDGE, CREATING AN  
ADMINISTRATIVE CITATION PROCESS, AND AMENDING ORDINANCE 2024-O-  
12 TO FOLLOW THE STATE SCHEDULE FOR TRAFFIC FINES**

**WHEREAS**, the Town of Keystone (the “Town”) is a Colorado home rule municipality organized pursuant to Article 20, Section 6, of the Colorado Constitution; and

**WHEREAS**, Article 20, Section 6 of the Colorado Constitution confers upon a home rule municipality the authority to regulate the jurisdiction, power, and duties of the Town’s municipal court; and

**WHEREAS**, Article 20, Section 6 of the Colorado Constitution confers upon a home rule municipality the authority to impose, enforce, and collect fines and penalties for the violation of the municipality’s charter or adopted ordinances; and

**WHEREAS**, the Town Council finds that the adoption of this Ordinance is a proper exercise of its authority to adopt a general penalty provision, an administrative citation process, and the State’s fine schedule for traffic violations.

**THE TOWN COUNCIL OF THE TOWN OF KEYSTONE, COLORADO,  
ORDAINS:**

Section 1. The foregoing recitals are hereby affirmed and incorporated herein by this reference as findings of the Town Council.

Section 2. The Town Council adopts General Penalty provision.

**General Penalty**

**I. Violations.**

It is a violation of this Code for any person to do any act which is forbidden or declared to be unlawful or perform any required by the ordinances of the Town of Keystone.

**II. General penalty for violation.**

- (a) Any person who pleads guilty or no contest or who, after trial, is found guilty of violating any municipal ordinance designed as a major offense or crime, shall be fined in an amount not to exceed two thousand six hundred fifty dollars (\$2,650.00) or shall be incarcerated for a period not to exceed three hundred sixty-four (364)

days, or both such fine and imprisonment, except as may be otherwise imposed within the context of a specific section, subsection or chapter.

- (b) Any person found liable or responsible for a violation of any ordinance designated as a minor offense or civil infraction may be ordered to pay a civil penalty or fine for such infraction of not more than two thousand six hundred fifty dollars (\$2,650.00), plus costs, damages, and expenses. In addition, the Municipal Judge may issue any orders necessary to abate a nuisance.
- (c) Each person violating any provision of an ordinance shall be guilty of a separate offense for each and every day during any portion of which any violation of the ordinance is committed, continued or permitted by such person, and shall be punished accordingly.

Section 3. The Town Council adopts a process regarding the appointment of a municipal court judge.

### **Appointment of Municipal Court Judge**

#### **I. Appointment of Municipal Judges.**

The Town Council, by resolution, may appoint the Presiding Municipal Judge to preside over the Town's Municipal Court for an initial term of not less than two (2) years and, in its discretion, for subsequent term(s), the length of which shall be determined by the Town Council. One or more Assistant Municipal Judge(s) may be appointed by the Town Council for a term as necessary to transact the business of the Court. Upon a vacancy in the position of the Presiding Municipal Judge, the Town Council may appoint a new Presiding Municipal Judge for the remainder of the unexpired term.

#### **II. Qualifications of Judges.**

A Municipal Judge shall be an attorney-at-law, licensed as an attorney in the State of Colorado, and otherwise qualified to perform the work of a municipal court judge.

#### **III. Compensation of Judges.**

- (a) The compensation of the Presiding Municipal Judge shall be in such amount and on such other terms as set by agreement entered into between the Town and the Presiding Municipal Judge or by resolution of the Town Council, as amended from time to time.
- (b) The compensation of an Assistant Municipal Judge shall be based on hours of service or number of court sessions served and shall be as set by resolution of the Town Council, as amended from time to time, or as agreed to in writing executed by the Town and the Assistant Municipal Judge.

#### **IV. Oath of office.**

Before entering upon the duties of office, a Municipal Judge shall take an oath of affirmation, given by the Mayor, the Mayor Pro Tem, or the Town Clerk, to support the Constitution and laws of the United States, the Constitution and laws of the State of Colorado, and the laws of the Town, and will faithfully perform the duties of office.

#### **V. Removal of Judge.**

A Municipal Judge may be removed by Town Council during the term of office only for cause. A Municipal Judge may be removed for cause for:

- (1) Conviction of a felony or any crime involving moral turpitude;
- (2) Any disability that renders the Judge unable to perform the essential job functions of the position;
- (3) Misconduct, including, but not limited to, unethical behavior, abuse of judicial power, or a violation of the judicial code of conduct;
- (4) Inability to perform judicial duties effectively or repeated failure to adhere to legal standards; or
- (5) Failure to fulfill the responsibilities of the judicial position without reasonable justification.

Section 4. The Town Council adopts an Administrative Citation Process provision.

### **Administrative citation process**

#### **I. Purpose; scope.**

The purpose of this Article is to encourage prompt compliance with the ordinances of the Town of Keystone and prompt payment of penalties for violations thereof. This Article provides for administrative penalties that may be imposed for violation of the following regulations:

- Nuisances
- Land Use Code
- Building Regulations
- Other regulations as defined in the ordinance

#### **II. Definitions.**

For the purposes of this Article the following terms shall have the meanings assigned to them below.

*Administrative Hearing Officer or AHO* means the person with exclusive authority to hear appeals from administrative citations issued under this Article.

*Code Officer* means the Town Manager or the Town Manager's designee, including but not limited to a code enforcement officer, the building official or designee, or any other Town official or employee charged with enforcing the regulation.

*Manager* means the Town Manager or the Town Manager's designee.

*Municipal Court* means the Municipal Court for the Town of Keystone, Colorado.

*Responsible party* means a person who is alleged to have violated the regulation.

### **III. Authority.**

- (a) Any responsible party violating regulation may be issued an administrative citation by a Code Officer as provided in this Article.
- (b) Notwithstanding any other provision of this Code, responsible parties cited under the provisions of this Article shall have only the appeal rights granted herein.
- (c) Administrative citations shall be issued only after the responsible party has received a notice and demand and has been given time to comply as stated in the notice and demand.
- (d) Upon issuance of an administrative citation for a violation of an applicable section, no additional administrative citation shall be issued for the same violation for ten (10) days or, if the responsible party appeals, until after the appeal has been heard and the responsible party has not complied with an order of the AHO within ten (10) days of its issuance or such other time as the AHO has specified.
- (e) A fine assessed by means of an administrative citation issued by the Code Officer shall be payable directly to the Town of Keystone, and if not timely paid, shall be collected in accordance with the procedures specified in this Article.
- (f) Enforcement actions for violations of regulation are intended to be alternative in nature. At any one time, the Town may pursue a civil, criminal, or administrative action against a responsible party. The Town may also choose to pursue an alternative action upon staying the original action.

### **IV. Notice and demand.**

- (a) Upon becoming aware of a violation of an applicable section, a Code Officer may issue a notice and demand to the responsible party. The notice shall provide the following information, where applicable:
  - (1) The location of the violation;
  - (2) The date and approximate time the violation was observed;
  - (3) The property in violation by address or legal description;
  - (4) The applicable section violated together with a description of the violation;
  - (5) A description of the action required to correct the violation;
  - (6) A demand that the violation be corrected or abated on or before a specified time and date. The time and date shall be not less than seven (7) days from the date of the notice; and
  - (7) A statement that, if the nuisance is not corrected or abated on or before the date and time stated in the notice, the Town may at its option pursue enforcement alternatives including issuance of an administrative citation.
- (b) Service of a notice and demand on the responsible party shall be by any of the following means:
  - (1) The Code Officer may personally deliver a copy of the notice and demand to a responsible party; or

- (2) A copy of the notice may be mailed by first class mail to the last known address of a responsible party as reflected in the County real estate records; or
  - (3) A copy of the notice and demand may be posted in a conspicuous place at the site of the violation. In addition, a copy of the document, with a statement of the date, time, and place at which the posting was made, must be mailed to the property owner's last known address as stated on the County Assessor's website. Prior to posting a property, the Code Officer must first consult with the Town Attorney's Office regarding this method of service.
- (c) The Town's provision of notice pursuant to Paragraph (b)(2) of this Section to the last known address of a responsible party as reflected in the records of the Summit County Clerk and Recorder's Office shall be considered adequate notwithstanding any error in the County's records. An officer may reasonably rely upon current County records to obtain an accurate address for a responsible party.
  - (d) At any appeal hearing conducted pursuant to Section IX, the AHO may consider evidence of actual notice received by a responsible party in determining whether adequate notice of a violation or of a citation has been provided. The AHO may find that notice is adequate despite a lack of technical compliance with subsection (b) hereof upon evidence that a responsible party received actual notice of a notice and demand at least ten (10) days prior to the issuance of an administrative citation for the specified violation(s) or actual notice of an administrative citation.

**V. Administrative citation.**

- (a) If the responsible party has failed to correct the violation noted in the notice and demand within the time provided on such notice, a Code Officer may issue an administrative citation to the responsible party.
- (b) The Code Officer may require that the responsible party provide evidence of identity and residential or working address.
- (c) The Code Officer shall attempt to issue the administrative citation to the responsible party at the site of any violation. The Code Officer may issue the administrative citation to the responsible party by the methods described in Section VI.
- (d) The Code Officer shall attempt to obtain the signature of the person receiving the administrative citation on the citation. If that person refuses or fails to sign the administrative citation, the failure or refusal to sign shall not affect the validity of the citation and subsequent proceedings.
- (e) Notice shall be deemed served on the earliest of: (i) the date of receipt by the responsible party, if personally served; (ii) the fifth day after the mailing of the administrative citation; or (iii) the fifth day after posting the administrative citation.

**VI. Contents of administrative citation.**

- (a) The administrative citation shall state the location of the violations and the date and approximate time the violations were observed. Where applicable, the administrative citation shall identify the property in violation by address or legal description.
- (b) The administrative citation shall refer to the regulation violated and describe the violations.

- (c) The administrative citation shall describe the action required to correct the violations.
- (d) The administrative citation shall require the responsible party to correct the violations immediately and shall explain the consequences of failure to correct said violations.
- (e) The administrative citation shall state the amount of fine imposed for the violation.
- (f) The administrative citation shall explain how the fine shall be paid, the time period by which it shall be paid, and the consequences of failure to pay the fine.
- (g) The administrative citation shall briefly state the process for appealing the administrative citation.
- (h) The administrative citation shall contain the signature of the Code Officer and the signature of the responsible party if it can be obtained.

**VII. Appeal of administrative citation.**

- (a) A person served with an administrative citation may file a notice of appeal within seven (7) working days from the service of the administrative citation. Compliance with this time limit shall be a jurisdictional prerequisite to any appeal brought under this Article, and failure to comply shall bar any such appeal.
- (b) The notice of appeal shall be made in writing and shall be filed with the Town of Keystone in person, by facsimile transmission, by email, or by mail. Regardless of the manner of filing such appeal, the notice of appeal must be filed with the Town of Keystone within seven (7) working days from the date the administrative citation was served.
- (c) As soon as practicable after receiving the written notice of appeal, the Town Manager shall assign an AHO who shall schedule a date, time and location for the hearing.
- (d) Written notice of the date, time and location of the hearing shall be personally served upon or sent by first class mail to the responsible party at least seven (7) working days prior to the date of the hearing. The hearing shall be held no more than twenty-one (21) days after a timely filed notice of appeal.
- (e) In computing the day a notice of appeal must be filed or the day by which a hearing must be held, the first day is excluded and the last day is included. If the last day of any period is a Saturday, Sunday, or legal holiday, the period is extended to the first day thereafter which is not a Saturday, Sunday, or legal holiday.

**VIII. Administrative hearing officers.**

- (a) The AHO must be an attorney licensed to practice law in the State of Colorado with a minimum of three (3) years of experience.
- (b) Any person designated to serve as an AHO is subject to disqualification for bias, prejudice, interest, or for any other reason for which a judge may be disqualified in a court of law.

**IX. Administrative appeals.**

- (a) Administrative appeals are intended to be informal in nature. Formal rules of evidence and discovery do not apply. The procedure and format of the administrative hearing shall follow the procedures provided in this Section.

- (b) The parties to an administrative appeal shall be the responsible party and the Town. Parties may be represented by legal counsel. Each party may call and question witnesses, cross-examine witnesses and present evidence in support of its case.
- (c) The AHO shall have the power to administer oaths, issue subpoenas to require the presence of witnesses and, when necessary, grant continuances. Subpoenas may be issued to require the presence of persons and production of papers, books and records necessary to the determination of any hearing which the AHO conducts. It is unlawful for any person to fail to comply with any subpoena issued by the AHO. A subpoena shall be served in the same manner as a subpoena issued by the District Court of the State. Subpoenas issued pursuant to this Section may be enforced by the Municipal Court judge.
- (d) The only issue to be decided by the AHO is whether the Code Officer exceeded his/her authority in issuing the administrative citation. To do so, the Town bears the burden of proof to establish the existence of a violation of the Code. The Town's meeting of this burden of proof shall constitute prima facie evidence that the Code Officer did not exceed his/her authority. The appellant shall have the burden of rebutting such evidence.
- (e) The standard of proof required in an administrative appeal is a preponderance of the evidence.
- (f) Hearings shall be recorded by electronic means and transcripts of such recordings shall be made at the expense of the party requesting the transcript.
- (g) Whenever it appears that an appeal is not filed within the time permitted by this Article, particular law or ordinance involved, or that the AHO for some other reason lacks jurisdiction, the appeal may be dismissed on the motion of any party or on the AHO's own motion.
- (h) The decision of the AHO shall be known as an administrative enforcement order.
- (i) The AHO may uphold the administrative citation and all penalties or dismiss the administrative citation and all penalties or may waive or conditionally reduce the penalties assessed by the administrative citation. The AHO may also impose conditions and deadlines to correct the violations or require payment of any outstanding penalties.
- (j) In the event that the AHO does not dismiss the administrative citation, the AHO shall assess reasonable administrative costs of not less than twenty-five dollars (\$25.00), but not to exceed fifty dollars (\$50.00).
- (k) The administrative enforcement order shall become final on the date of mailing the order to the responsible party. A copy of the order shall be provided to the Town.

**X. Failure to attend administrative appeal.**

Any responsible party who fails to appear at the hearing is deemed to waive the right to a hearing and the adjudication of the issues related to the hearing, provided that proper notice of the hearing has been provided. The AHO may take testimony, evidence and argument from the Town and issue an administrative enforcement order.



**XI. Penalties assessed.**

- (a) The penalties assessed for each administrative citation issued for violations of the applicable code sections are as follows:
  - (1) First administrative citation: one hundred fifty dollars (\$150.00).
  - (2) Second administrative citation on the same violation within a twelve (12) month period: three hundred dollars (\$300.00)
  - (3) Third and each subsequent administrative citation on the same violation occurring in a twelve (12) month period: five hundred dollars (\$500.00).
- (b) If the responsible party fails to correct the violation, subsequent administrative citations may be issued for violations of the same applicable section.
- (c) Payment of the fine shall not excuse the failure to correct the violations nor shall it bar further enforcement action by the Town.
- (d) All fines assessed shall be payable to the Town of Keystone.

**XII. Failure to pay fines.**

- (a) The failure of any responsible party to pay the fines assessed by an administrative citation within the time specified on the citation or administrative enforcement order, if an administrative hearing was held, may result in the imposition of a late fee of fifty dollars (\$50.00).
- (b) In the event of failure to pay all fines assessed, the manager may refer the matter for collection by whatever means are available to the Town.
- (c) An action or other process provided by law may be maintained by the Town to recover or collect any amounts, including late fees, interests, and administrative costs, owing under this Article.

Section 5. Amendment to Ordinance 2024-O-12 to include Section 1701 of the Model Traffic in the Town of Keystone. Paragraph (8) of Section 3 of Ordinance 2024-O-12 is deleted in its entirety.

Section 6. Severability. Should any one or more sections or provisions of this Ordinance be judicially determined invalid or unenforceable, such judgment shall not affect, impair, or invalidate the remaining provisions of this Ordinance, the intention being that the various sections and provisions are severable.

Section 7. Codification. This ordinance may be codified and numbered for purposes of codification without the need for further approval by the Town Council.

Section 8. Effective Date. The Ordinance shall be effective thirty days after publication.

INTRODUCED, READ AND PASSED AS AN ORDINANCE, ON FIRST READING, AND SCHEDULED FOR PUBLIC HEARING ON JANUARY 28, 2025, AT A REGULAR MEETING OF THE TOWN COUNCIL OF THE TOWN OF KEYSTONE, COLORADO, THIS

14th DAY OF JANUARY 2025.

\_\_\_\_\_  
Kenneth D. Riley, Mayor

ATTEST:

\_\_\_\_\_  
Town Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Town Attorney

READ, PASSED AND ADOPTED WITH A ROLL CALL VOTE OF 6 IN FAVOR AND 0 OPPOSED ON SECOND READING, AT A REGULAR MEETING OF THE TOWN COUNCIL OF THE TOWN OF KEYSTONE, COLORADO, THIS 28th DAY OF JANUARY, 2025.

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\_\_\_\_\_  
Kenneth D. Riley, Mayor

ATTEST:

\_\_\_\_\_  
Town Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Town Attorney

### **Details of the Program**

The program outlined in the attached document is very heavily based upon a similar program run by the Town of Breckenridge. The program would provide for Town of Keystone loans to its employees of up to \$100,000 at 1% interest over twenty years for the purchase of a residence in Summit County.

The funds can only be used for the purchase of a primary residence or the repayment of a similar debt incurred with a previous employer. The debts will be secured through a second lien on the employee's Summit County residence. The program is not available for employees who have more than one developed property and the funds must be used for the employee's primary residence.

If the employee leaves their position for any reason, there are acceleration clauses that call for the repayment of the funds or call for a significantly increased interest rate. If the employee sells their residence, the loan is immediately due.

With the limited number of employees who work for the Town of Keystone, it is not anticipated that this program will cause any serious impacts on the Town's finances.

### **Financial Impacts:**

The Town only has seven employees and only three employees are in situations where they can take advantage of the program. This could result in expenditures of up to \$300,000 (at this time). These moneys will be repaid with interest and will be secured by real property. If additional employees come onboard who may put a strain on the Town's finances, the program can be reevaluated.

### **Proposed Motions:**

If the Council is interested in creating a DPAP, it may do so by approving the following motion: *I move to approve Resolution 2025-05, Approving a Down Payment Assistance Program for Town Employees*

If the Council does not want to create such a program, it may do so by approving the following motion *I move to deny Resolution 2025-05.*

**TOWN OF KEYSTONE  
Summit County, Colorado**

**RESOLUTION 2025-05**

**A RESOLUTION OF TOWN COUNCIL OF THE TOWN OF KEYSTONE, COLORADO  
APPROVING A DOWN PAYMENT ASSISTANCE PROGRAM FOR TOWN  
EMPLOYEES**

WHEREAS, Town of Keystone Charter article X grants the Town Council the power to appropriate funds as it sees necessary; and

WHEREAS, the Town Council has determined that the recruitment and retention of the highest caliber employees is in the best interests of the Town; and

WHEREAS, the Town Council recognizes that one of the greatest barriers to finding and retaining high caliber employees is the inability to find affordable housing in Summit County; and

WHEREAS, the Town Council has determined that the establishment of a low-interest down payment assistance program for employees will alleviate many of the difficulties faced by employees when trying to acquire housing in Summit County; and

WHEREAS, the Town of Council is desirous of establishing the low-interest down payment assistance program attached hereto as Exhibit A.

**Now, Therefore, be it Resolved by the Town Council of the Town of Keystone, Colorado, that:**

Section 1. The down payment assistance program attached hereunder as Exhibit A is hereby established by the Town of Keystone.

Section 2. The Town Manager is instructed to work with the Town Attorney to create the documents necessary to establish such program.

Section 3. Effective Date. This Resolution shall take effect upon its approval by the Town Council.

**ADOPTED** by a vote of \_\_ in favor and \_\_ against, this \_\_\_\_\_ day of \_\_\_\_\_,  
**2025.**

By: \_\_\_\_\_  
Kenneth D. Riley, Mayor

ATTEST:

Approved as to Form:

By: \_\_\_\_\_  
Town Clerk

By: \_\_\_\_\_  
Town Attorney

Exhibit A

**Town of Keystone Employee Down Payment Assistance Program**

**Scope:**

The Employee Housing Down Payment Assistance Program (DPAP) applies to all Full-Time Year-Round (FTYR) Town of Keystone employees. This program allows for the Town of Keystone to provide housing down payment assistance to Town of Keystone employees in the form of a loan.

**Purpose:**

The purpose of the Down Payment Assistance Program is to assist qualified FTYR Town of Keystone employees with the purchase of a home within a reasonable commuting distance of their employment.

**Statement of Policy:**

The Town's DPAP loan is a 2nd mortgage on the property being purchased with a fixed interest rate of 1% amortized over 20 years.

**Location:**

The DPAP may only be used to purchase property located in Summit County, Colorado.

**Maximum Loan:**

The maximum loan available under this program is \$100,000.

**Procedure:**

- Eligible participants are Full-Time Year-Round (FTYR) Town of Keystone employees.
- There is no waiting period to access the DPAP loan.
- Employee must be in good standing, and free from final written warning disciplinary action for at least 2 years.
- Non-first time home buyers from outside the area are eligible if their existing home is being sold.
- Move-up buyers, who currently own a home in Summit County, are eligible as long as they are in the process of selling their current residence.
- The DPAP loan is for the employee's sole and primary residence and must be owner occupied.
- Employee may not own other developed property.
- There is no employee income limit to be eligible for the DPAP.
- Employee cash contributions: Amount specified by the primary lender or a minimum of 3% of purchase price. Closing costs do count as an employee's cash contribution.

- DPAP may be combined with Housing Helps, a buy down property, or other deed restricted housing.
- If two Town of Keystone employees are married or common-law, only one DPAP may be utilized.
- Employee must maintain FTYR employment status.
- DPAP applicants must be pre-qualified for a 1st mortgage before applying and before commitment of the Town's DPAP. Commitment is good for 6 months, and can be extended if closing date is set, or with extenuating circumstances.
- DPAP can be used for new construction however will only be released after the home is 100% complete and the construction loan is converted to permanent financing. Construction commitments are good for 9 months.
- If an employee has entered into a similar loan program with a previous Summit County, Colorado employer, DPAP can be used to pay off the existing debt incurred with the previous employer subject to all other material considerations listed in this policy.
- DPAP applications are submitted to the Finance Department.
- DPAP monthly payments are submitted to the Finance Department. Payroll deductions may be arranged with the Finance Department as a payment option.

**Loan Terms:**

- Prior to disbursement of funds to the borrower, an official loan document outlining the terms and monthly payment amount and repayment terms will be signed by the borrower. The 2nd mortgage is secured by a Subordinate Priority Deed of Trust encumbering the Property. All the terms and conditions of the Subordinate Priority Deed of Trust are made part of the Promissory Note.
- Interest accrues from date of settlement / Closing.
- Payment is due on the 1st of each month, or via payroll deductions if arranged with the Finance Department.
- If monthly payment is not received in Finance within 15 days from payment due date, 10% of the monthly payment will be charged to borrower as a late fee.
- Default interest rate of Prime + 3% is put into effect as the new fixed rate for current employees who default on payment. An employee defaults when there is a payment past due 90 days or greater.



- Loan is due upon death of the employee. Payment made as soon as reasonably practicable.
- Loan is due within 90 days upon separation or following termination of employment.
- Default interest rate is Prime + 8% for separated employees who do not pay loan in full 90 days from date of separation from employment.
- Loan is due within 90 days upon any change in FTYR employment status to another status that is not FTYR, which may include but is not limited to PTYR, Seasonal, Substitute, Temporary.
- Default interest rate is Prime + 8% for employees who do not maintain FTYR employment status with the Town of Keystone and who do not pay loan in full 90 days from change in FTYR employment status. The Town Manager may consider extenuating circumstances on a case-by-case basis.
- The loan is due upon sale or transfer of the home from the employee to another party.
- The loan is due upon refinance of the property.
- Town reserves the right to subordinate the lien for a refinance in cases where the refinance will lower the interest rate on the primary mortgage and the owner does not have enough equity in their home to refinance the DPAP into the primary mortgage. This will be reviewed on a case-by-case basis, and must be approved by the Town Manager.

**Policy Violation**

Any Town of Keystone employee who fails to abide by this policy may be subject to denial of request. Any violation of this policy may result in disciplinary action up to and including termination from employment

# TOWN OF KEYSTONE, COLORADO

## STAFF REPORT

TO: Mayor & Town Councilmembers  
THROUGH:  
FROM: John Crone, Town Manager  
DATE: January 28, 2025  
SUBJECT: Adoption of a Resolution Approving an IGA with the Town of Dillon for a Joint Law Enforcement Department

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### **Executive Summary:**

The proposed resolution would create a joint law enforcement department with the Town of Dillon.

### **Background:**

During the budget discussions for fiscal year 2025, Town Council provided direction to negotiate an agreement with the Town of Dillon for a joint law enforcement agency. The Town Manager and the Town Attorney worked with the Dillon Police Chief, the Dillon Town Manager, and the Dillon Town Attorney to draft the Intergovernmental Agreement Between the Town of Dillon and the Town of Keystone for a Single Law Enforcement Agency ("Police IGA"). This draft Police IGA has also been reviewed by CIRSA's general counsel for consistency with the Town's participation in CIRSA (the public entity self-insurance pool).

### Overview of the Police IGA:

1. Purpose and Authority: The IGA is executed under Colorado Revised Statutes § 29-1-203, which permits intergovernmental cooperation. It establishes a unified law enforcement agency to provide services within the boundaries of both municipalities.

2. Term and Renewal:

- Effective from February 1, 2025, to December 31, 2027.
- Automatically renews for one additional three-year term unless terminated by Either party with written notice by July 1, 2027.
- Termination requires a six-month notice, with prorated cost-sharing during the notice period.

### **3. Agency Operations and Management**

- Dillon will serve as the managing agency and employer for all personnel, with the Chief of Police reporting to the Dillon Town Manager and consulting with the Keystone Town Manager. The Keystone Town Manager has a role in the retention, removal, selection, and appointment of the Police Chief. In addition, Town Council retains the authority to ratify these decisions in accordance with Section 7.5 of the Home Rule Charter.
- The Police Department will provide 24/7 law enforcement services, ensuring operational readiness in Keystone by June 1, 2025.
- With the approval of Town Council, Keystone may offer additional employee benefits (e.g., housing and recreation).

### **4. Budget and Cost-Sharing**

- Keystone's 2025 contribution is \$1,016,414, payable in equal monthly installments. This amount is consistent with the Town of Keystone's 2025 law enforcement budget.
- Keystone's budget share for future years is capped at 33% unless otherwise agreed.
- Annual reconciliation of costs ensures proportional financial responsibility.

### **5. Capital and Equipment**

- Police vehicles and equipment are owned, maintained, and replaced by Dillon, with costs shared according to the budget apportionment.
- Upon termination of the IGA, assets will be divided proportionally.

## 6. Municipal Court

- The Parties will create a combined municipal court to address local offenses. The Parties will work on an amendment to the IGA between Silverthorne, Dillon and Keystone for the operation of a municipal court.
- Keystone ordinances will remain enforceable and distinct.

## 7. Liability and Insurance

- Both municipalities retain coverage under the Governmental Immunity Act.
- Dillon assumes primary legal responsibility for claims arising from Police Department activities, while Keystone indemnifies Dillon for claims originating from Keystone ordinances or regulations.

There are significant benefits to Keystone in an agreement for a combined Police Department. An agreement for combined law enforcement services represents a sharing of resources with Dillon and reduces administrative and operational costs compared to independently establishing a Keystone police department. Keystone will receive enhanced law enforcement services under this Police IGA. Keystone will receive the benefit of an established law enforcement infrastructure and immediate and comprehensive public safety coverage. This Police IGA also gives Keystone local oversight on the law enforcement operations. Keystone retains input on policies, budgeting, and personnel decisions, ensuring alignment with local priorities. The Police IGA will require active communication and coordination between Keystone and Dillon to make sure that Keystone's needs are addressed.

The proposed resolution approving the IGA will also ratify Chief Osborn as the Town Police Chief per the Keystone Town Charter.

### **Previous Council Actions**

September 10, 2024 – discussion of program in workshop

September 24, 2024 – discussion of program in executive session

October 24, 2024 – discussion of program in Budget Public Hearing

November 12, 2024 – discussion of program in Executive Session

December 10, 2024 – discussion of program during workshop

January 14, 2025 – discussion of program during workshop

### **Financial Impacts:**

During the first year of the agreement, the Town will be responsible for \$1,016,414. In subsequent years, the Town is responsible for 1/3 of the total law enforcement budget (subject to appropriations).

### **Proposed Motions:**

If the Council is interested in joining the IGA to create a joint law enforcement department with the Town of Dillon, it may do so by approving the following motion: *I move to approve Resolution 2025-06, Approving an IGA with the Town of Dillon for a joint law enforcement department.*

If the Council does not want to create such a program, it may do so by approving the following motion *I move to deny Resolution 2025-06.*

**TOWN OF KEYSTONE  
Summit County, Colorado**

**RESOLUTION 2025-06**

**A RESOLUTION OF TOWN COUNCIL OF THE TOWN OF KEYSTONE, COLORADO  
APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE TOWN OF  
DILLON FOR A COMBINED POLICE DEPARTMENT**

WHEREAS, Town of Keystone Charter section 7.5 contemplates the formation of a Town police department; and

WHEREAS, pursuant to the provisions of § 18 of Article XIV of the Colorado Constitution, § 29-1-203, C.R.S., as amended, and other applicable authority, the Town of Keystone and Town of Dillon may cooperate or contract with one another to provide any function, service or facility lawfully authorized to each; and

WHEREAS, the Town of Dillon has an established police department; and

WHEREAS, the Town of Keystone and the Town of Dillon are desirous of establishing a joint police department pursuant to the terms of the intergovernmental agreement attached hereto as Exhibit A.

**Now, Therefore, be it Resolved by the Town Council of the Town of Keystone, Colorado, that:**

Section 1. The Intergovernmental Agreement with the Town of Dillon for a Single Law Enforcement Agency attached hereunder as Exhibit A shall be adopted and the Mayor shall be instructed to sign said agreement.

Section 2. By approving this Resolution, pursuant to section 7.5 of the Town of Keystone Charter, Town Council ratifies the appointment of Cale Osborn as the Police Chief with an effective date of February 1, 2025.

Section 3. Effective Date. This Resolution shall take effect upon its approval by the Town Council.

**ADOPTED** by a vote of \_\_ in favor and \_\_ against, this \_\_\_\_\_ day of \_\_\_\_\_,  
**2025.**

By: \_\_\_\_\_  
Kenneth D. Riley, Mayor

ATTEST:

Approved as to Form:

By: \_\_\_\_\_  
Town Clerk

By: \_\_\_\_\_  
Town Attorney

Exhibit A  
**INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE TOWN OF DILLON AND THE TOWN OF KEYSTONE  
FOR A SINGLE LAW ENFORCEMENT AGENCY**

**THIS AGREEMENT** made and entered into by and between the TOWN OF KEYSTONE (hereinafter referred to as "Keystone") and the TOWN OF DILLON (hereinafter referred to as "Dillon") (each a "Party" and collectively the "Municipalities" or "Parties").

**WHEREAS**, the Town of Dillon operates an effective police department; and

**WHEREAS**, in February 2024, the Town of Keystone was incorporated; and

**WHEREAS**, the Municipalities have determined that an agreement allowing for the creation of a joint Dillon & Keystone Police Department, consisting of personnel employed by, and organized as a department within, the Town of Dillon organization, is in the best interests of both Municipalities; and

**WHEREAS**, cooperation among adjoining and adjacent municipalities is a proper exercise of municipal governmental powers and duties under and pursuant to C.R.S. § 29-1-203 and delivers essential services to the public in the most cost-effective manner possible.

**NOW, THEREFORE**, in consideration of their mutual rights and obligations as set forth below, Keystone and Dillon agree as follows:

**1) AUTHORITY FOR AGREEMENT.** This Intergovernmental Agreement ("Agreement") is being entered into by the Municipalities pursuant to the authority granted to municipalities in C.R.S. § 29-1-203, which allows governments to cooperate or contract with one another to provide any function, service, or facility lawfully authorized to each of the cooperating or contracting units.

**2) TERM OF AGREEMENT, WITHDRAWAL OR DISSOLUTION.**

a) This Agreement shall be effective for a term commencing on February 1, 2025, at 12:00 A.M., until December 31, 2027 at 11:59 P.M., and, subject to the provisions of this Agreement, and shall automatically renew for one (1) additional three-year term beginning January 1, 2028, at 12:00 A.M., unless: (1) either Party notifies the other, in writing, on or before July 1, 2027 of its decision not to renew the Agreement for the additional three-year term; or (2) this Agreement is terminated by either Party as permitted herein; or (3) either Party fails to appropriate funds for its share of expenses as provided below.

2.2 Termination. This Agreement may be terminated by any Party for any reason as provided in this paragraph. Such termination shall be effective after the terminating Party provides six (6) months written notice of termination (the "Notice Period") to the other Party. If the Agreement is terminated for any reason during a fiscal year, the Town of Keystone shall only be responsible for the payment of the prorated six (6) months of costs based on the annualized budget amounts for the Notice Period. All terms, rights, and obligations of all Parties under this Agreement shall remain in effect during the Notice Period.

2.3 The Municipalities acknowledge that their obligations under this Agreement are subject to annual appropriation by the governing body of each Party and shall not constitute or give rise to a general obligation or other indebtedness of either Party within the meaning of any constitutional or statutory provision or limitation of the State of Colorado nor a mandatory charge or requirement against either Party in any ensuing fiscal year beyond the fiscal year in which this Agreement has been executed. If the governing body of either Party fails to budget and appropriate funds for its share of expenses, in accordance with Section 3 herein, then this Agreement shall terminate as of the end of the fiscal year for which such funds were last budgeted and appropriated.



**3) SINGLE LAW ENFORCEMENT AGENCY; OPERATIONS; BUDGET.**

a) By this Agreement, the Municipalities establish a joint law enforcement agency to provide law enforcement services to each of the Municipalities. The agency herein created shall be known as the Dillon Keystone Police Department (the “**Police Department**”). The Parties acknowledge that an initial ramp-up period will be necessary to ensure operational readiness, with the plan of providing full law enforcement services to the Town of Keystone by June 1, 2025.

b) All mutual municipal boundaries of the Municipalities shall be considered as non-existent for the purposes of law enforcement services. The single service area of Dillon and Keystone, which is the boundaries and total geographic area of Keystone and the boundaries and total geographic area of Dillon, is established. Notwithstanding the foregoing, each Party shall be responsible for the adoption of its own Town ordinances and regulations which establish the local laws that are applicable and enforced within each of the Towns’ municipal boundaries.

3.3 Dillon shall serve as the managing agency for the Police Department and the employer for the Police Department except as set forth in paragraph 3.4 related to the Chief of Police of the Police Department. Dillon shall be responsible for paying all Police Department bills and shall provide Keystone with yearly accountings. Furthermore, Dillon shall be responsible for managing all employment matters, including payroll and employee benefits, and other related matters. The personnel employed under the terms of this Agreement shall always be considered Dillon employees and not employees of, or under the direction of Keystone, and they shall not be entitled to employment benefits, pension, civil service, unemployment compensation, workers’ compensation, or other status or right relating to Keystone employees, except that, Keystone, with the approval of its Town Council, may offer additional employment benefits, not limited to housing, recreation, and any other future opportunities, to Police Department staff. Dillon shall provide for all comprehensive law enforcement services.

3.4 The Police Chief shall report directly to the Dillon Town Manager and shall be responsive to the input of the Keystone Town Manager for matters directly related to the Town of Keystone and the Police Department. The Dillon Town Council retains the authority set forth in Section 7.5 of the Dillon Town Charter.

3.4.1 Keystone Town Manager shall have a role in the retention, removal, selection, and appointment of the Police Chief. The Keystone Town Manager shall fully participate in the hiring process for a Police Chief and the selection of a new Police Chief shall require the Keystone Town Manager’s consent of the candidate. Decisions to appoint and to remove the Police Chief must be ratified by resolution of the Keystone Town Council in accordance with Section 7.5 of the Town of Keystone Home Rule Charter. The Keystone Town Manager may request the termination of the Police Chief. The Dillon Town Manager will review the request and the Managers will engage in good faith discussion related to the termination. The termination of the Police Chief shall require a mutual agreement between the Parties. If mutual agreement cannot be reached within five (5) business days, either party may escalate the matter to a third-party mediator.

3.4.2 The Police Chief shall consider information and input from the Dillon and Keystone Town Managers related to complaints that are determined to be “sustained complaints” pursuant to established Police Department policies and procedures. The Chief will follow the established Police Department policies and procedures, investigate each complaint per such policies and procedures and review sustained complaints with Managers as appropriate.

3.4.3 The Police Chief, or the Police Chief’s designee, will provide reports to Keystone of law enforcement activities in Keystone monthly or within a reasonable period as requested by the Keystone Town Manager. These reports may include written and/or oral reports to the Keystone Town Council at its work sessions or regular meetings, or upon request.

3.5 All Police Officers shall be sworn to serve and protect both Municipalities.

3.6 Any complaints of violation of law or policy by the Police Department related to services provided in Keystone will be made in writing to the Dillon Town Manager, or Chief, by Keystone or other complaining person. The

Police Department will acknowledge any complaint and follow established Police Department policy to process complaints. Any sustained complaints will be presented to the Managers. The Parties will share in the cost of any personnel-related investigations completed by a third party.

3.7 All non-sworn Police Employees shall provide administrative law enforcement services to both Municipalities, including, but not limited to code enforcement and the processing and maintenance of law enforcement records in accordance with the Colorado Criminal Justice Records Act.

3.8 All sworn officers, including the Chief, shall be commissioned police officers of each Party, with all powers and authority granted by law and by the ordinances of each Party to the Chief of Police and police officers thereof. The Police Chief and the police officers providing law enforcement services in the Municipalities shall enforce the municipal ordinances of the municipality in which the services are provided, as well as applicable state statutes. The Police Department shall provide law enforcement services in conformity with federal, state, local law, and the established Police Department policies. The Police Department shall provide law enforcement services 24 hours a day, 7 days a week.

3.9 The law enforcement services performed, and the expenses incurred under this Agreement shall be deemed for public and governmental purposes, with any immunities thereunto appertaining.

3.10 The police headquarters for the Police Department shall be located at 275 Lake Dillon Drive, Dillon, Colorado. It is acknowledged that the Police Department may be required to move to a new location. Capital costs to acquire a site and construct or lease a new facility will be apportioned between Keystone and Dillon in accordance with a separately negotiated IGA.

3.11 All personnel files and financial records relating to the operation of the Police Department shall be maintained in a secure manner, or digitally secured, with authorized access.

3.12 All police records shall be maintained in a secure manner at the Dillon Town Hall, Summit County Communications Center, or digitally secured. Keystone shall have access to all police records for law enforcement activities performed in Keystone, upon request of the Keystone Town Manager. The Parties agree to follow the established Police Department policy and Colorado law when responding to criminal justice records requests. The records custodian for the Department is the "keeper" of all criminal justice records. Any criminal justice records requests received by the Town of Keystone shall be forwarded as soon as practicable to the Police Department to respond accordingly. Upon termination of this Agreement, the records may be delivered in legal form to Keystone, upon request.

3.13 Dillon shall prepare an annual proposed Police Department budget for consideration and approval by each Municipality's governing bodies not later than September 1 of the year prior to the year for which the budget is prepared and submitted. The Department budget shall include all anticipated costs and expenses of the Police Department, and associated expenses.

3.14 Responsibility to pay for the Police Department budget shall be apportioned between the Municipalities as follows:

In fiscal year 2025, the Town of Keystone shall be responsible for one million sixteen thousand four hundred fourteen dollars and no cents (\$1,016,414.00) to be paid to the Town of Dillon in equal monthly installments. The Town of Dillon shall be responsible for the remainder of the Police department budget.

On or before August 1, 2025, and each August 1 thereafter, a Police Department budget and annual percentage apportionment shall be communicated to the Municipalities in writing by the Department which will continue to be paid in monthly installments. The Parties agree that Keystone's percentage apportionment of the operational and capital law enforcement budgets shall not exceed 33%, unless both Parties agree to a higher apportionment for the 2026 and 2027 budget years. The Parties further

agree to convene no later than July 1, 2027, to review and address the apportionment percentage for the contract renewal.

3.15 The costs of capital equipment, including without limitation, police vehicles acquired while this Agreement is in effect, as further described below, shall be shared in accordance with the annual apportionment. Upon any termination or expiration of this Agreement, assets purchased pursuant to this Agreement shall be divided between the Parties in accordance with the same annual apportionments unless otherwise agreed. Police vehicles shall be purchased and titled as provided below.

3.16 Police vehicles. Dillon shall purchase, own, and register all police vehicles. The Police Department shall decide on a schedule for replacing vehicles during the annual budget process. It is anticipated that a fleet of vehicles will be needed and that each vehicle may need to be replaced after reaching the end of its useful life. Vehicles being rotated out of the Department will be disposed of in a manner to maximize the value of the vehicle as determined by the Department. Decommissioned vehicles may be sold at auction or used as a “trade-in” toward the purchase of the new vehicle. Each replacement vehicle shall be titled to the Town of Dillon. Keystone shall reimburse Dillon for approved purchases of vehicles, through yearly budgets and this Agreement. The Police Department shall retain records concerning the fleet replacement schedules.

3.17 Reconciliation. Each year, no later than April 30<sup>th</sup>, Dillon shall prepare an accounting of the total Police Department expenditures for the previous year and shall reimburse Keystone for any overpayment in the previous year’s payment. The overpayment is calculated by the Police Department expenditures and is reconciled against Keystone’s percentage apportionment. For example, by April 30, 2026, Dillon shall prepare an accounting of the total Police Department expenditures for 2025. The total expenditures shall be multiplied by Keystone’s percentage apportionment to determine overpayment. Alternatively, Keystone may elect to apply any overpayment towards the current year’s budget payments. Should expenditures for the previous year exceed the original budgeted amounts, the cost exceeding the budget will be apportioned to Dillon and Keystone in accordance with the annual apportionment of the Police Department budget then in effect.

3.18 Any expenditures beyond the total approved in the annual Police Department budget shall be required to be approved by the Managers (and, if necessary, governing bodies) of each Party or such expenditures shall not be authorized, and apportionment of such expenses shall not apply. However, either Party may unilaterally make a Police Department expenditure if reimbursement from the other Party is not expected and identified in apportioned funds.

#### **4. MUNICIPAL COURT.**

4.1 The Municipalities will each participate in a combined municipal court. The Parties agree to develop an intergovernmental agreement for the operation of the combined municipal court.

4.2 Municipal Offenses: Officers of the Police Department shall write citations and summonses for violations of the Keystone Town Code, including its model traffic code, on forms provided by the Police Department for this purpose. Such forms will refer to the designated Municipal Court, and the court address and appearance time shall reflect the fact that the offenses will be heard at the designated Municipal Court.

#### **5. INSURANCE, LIABILITY, INDEMNIFICATION.**

5.1 The Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, provides protection to the Municipalities, the Police Department, the identified Municipal Court, and the officials, agents, employees, and attorneys of the same.

5.2 Each of Dillon and Keystone shall procure and maintain the following insurance coverage at their own expense. Dillon and Keystone agree that their respective participation in a public entity self-insurance pool providing coverages of the types and with minimum limits listed below, shall satisfy this requirement.

- 5.2.1. Commercial General Liability insurance with minimum combined single limit of \$10,000,000 (ten million dollars) each claim/occurrence and \$10,000,000 (ten million dollars) aggregate, covering the operations by or on behalf of the Party against claims for bodily injury, including death, personal injury, and property damage liability. The policy shall include products and completed operations liability, and blanket contractual liability. Dillon's policies shall include law enforcement liability coverage.
- 5.2.2. Commercial Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than \$1,500,000 (one million five hundred thousand dollars) each claim/occurrence for vehicles owned by each respective Party. Dillon shall insure vehicles owned by Dillon, to include auto liability and auto physical damage insurance for Police Department vehicles; Keystone shall insure vehicles owned by Keystone.
- 5.2.3. Public Officials' Liability insurance to cover claims arising out of the discharge of public duties with minimum limits of \$2,000,000 per claim/occurrence and aggregate.
- 5.2.4. Dillon shall make provisions for workers' compensation insurance, social security employment insurance and unemployment compensation for its employees performing services under this Agreement as required by any law of the State of Colorado or the federal government and shall upon written request exhibit evidence of the same to Keystone. Each of Dillon and Keystone is responsible for the required and necessary workers' compensation coverage on their respective employees.

5.3 Claims Made Policies. Dillon's and Keystone's required coverages for Commercial General Liability, Commercial Automobile Liability or Public Officials' Liability Insurance are provided on a "Claims Made" policy, and each Party shall maintain "tail" (extended reporting period) coverage for such coverages for a two-year period following the termination or expiration of this Agreement, subject to availability under the terms and conditions of existing policies. All "Claims Made" policies shall include a retroactive date of February 1, 2025, or earlier as each Party in its discretion shall determine with respect to its coverages, subject to availability under and terms and conditions of existing policies.

5.4. Additional Insureds. All policies referenced in this Section shall be primary insurance with respect to the actions of the insured Party. Each Party is solely responsible for any deductible losses under its own policy(ies) required of or carried by it. Except for Workers' Compensation, each Party's policies shall include the other Party as an additional insured for damage or injury arising out of the premises or operations of the Party that is the named insured under the Policy. The named insured's policy shall provide primary insurance for the additionally insured Party to the extent and in the manner provided in the applicable policy.

5.5. Certificates. Each Party shall provide the other with Certificates of Insurance for the coverages required under this Section prior to the beginning of the term of this Agreement, and with notice of any cancellation or expiration of a required coverage at least thirty (30) days prior to any such cancellation or expiration of coverage.

5.6. Dillon Indemnity. To the extent authorized by law and without waiving the provisions of the Colorado Governmental Immunity Act, §§ 24-10-101, et seq., C.R.S. ("**CGIA**"), Dillon shall defend, indemnify and save harmless Keystone, its officers, employees and agents from any and all costs, including, but not limited to, attorneys fees, investigation fees or other costs of defense, claims, judgments, or awards of damages, whether in settlement of any claim or by order of any court, alleged to be or resulting from the acts or omissions of Dillon, its officers, employees, or agents associated with this Agreement, including but not limited to claims arising from or in any way related to the provision of Services hereunder (to include without limitation claims under the Americans with Disabilities Act), regardless of the standard of negligence or conduct alleged to have occurred, claims for failure to train, discipline or supervise or for ratification of the same or for improper hiring or retention or otherwise related to employment matters, contract matters, or arising in connection with this Agreement, including but not limited to the provision of Services hereunder.

5.6.1. Except as provided in Section 5.7, whenever any third party (a) files a written notice of claim against Dillon or Keystone (as required under C.R.S. §24-10-109, and as may be amended from time to time) for damages related to the services provided under this Agreement, (b) serves Dillon or Keystone with a summons and complaint related to the services provided under this Agreement, or (c) otherwise makes any claim for damages against the Dillon or Keystone related to the services provided under this Agreement (such claim, notice of claim or service of a complaint shall be referred to jointly in this paragraph as a "**Claim**"), such Claim shall be received by and acted upon by Dillon's risk management and Legal Department. Dillon shall remain responsible for receiving and acting upon such claims even though it may assert a protection under the CGIA or other law. Keystone shall promptly forward all such Claims it may receive to the Dillon Attorney.

5.6.2. Except as provided in Section 5.7, in the event that Keystone, its employees, or elected officials are named in any claim, Dillon shall be the responsible party for defense or indemnification under this Agreement.

5.7. Keystone Indemnity. To the extent authorized by law, and without waiving the provisions of the CGIA, Keystone shall defend, indemnify and save harmless Dillon, its officers, employees and agents from any and all costs, claims, judgments or awards of damages, alleged to be or resulting from the acts or omissions of Keystone, its officers, employees or agents (other than Dillon employees including the Police Chief) associated with this Agreement. Any such claims by third parties based on the acts or omissions of Keystone, its officers, employees, or agents (other than Dillon employees including the Police Chief) shall be received and acted upon by Keystone management. Dillon shall promptly forward all such claims it may receive to the Keystone Attorney.

5.7.1. In executing this Agreement, Dillon does not assume liability or responsibility for or in any way release Keystone from any liability or responsibility which arises in whole or in part from the existence or effect of Keystone ordinances, policies, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such Keystone ordinance, policy, rule or regulation is at issue, Keystone shall defend the same at its sole expense and, if judgment is entered or damages are awarded against Keystone, Dillon, or both, Keystone shall satisfy the same, including all chargeable costs and reasonable attorney's fees.

5.8. The Dillon Attorney shall be primarily responsible for providing legal services and day-to-day legal support to the Police Department. In addition, Dillon shall advise on all Dillon ordinances, regulations, and policies. The Keystone Attorney shall be available to the Police Department to advise on Keystone ordinances, regulations, and policies. Additionally, the Keystone Attorney is available to provide advice related to enforcement actions, such as liquor and tobacco actions, in Keystone.

## **6. GENERAL PROVISIONS.**

6.1 Amendments. This Agreement may be amended, modified, or changed in whole or in part only by a written agreement duly authorized and executed by both Municipalities in the same manner as this Agreement.

6.2 Entire agreement. This Agreement constitutes the entire Agreement and understanding between the Municipalities on the subjects contained herein, replacing all prior agreements on these subjects.

6.3 Confidential information. Subject to applicable law, each Party agrees to receive and hold any confidential information pertaining performance of and services under this Agreement ("Confidential Information") in strict confidence. Each Party also agrees: (i) to protect and safeguard the Confidential Information against unauthorized use, publication or disclosure; (ii) not to reveal, report, publish, disclose, transfer, copy or otherwise use any Confidential Information of the other Party except as specifically authorized by the other Party; (iii) not to use any Confidential Information for any purpose other than for performance under this Agreement; (iv) to restrict access to Confidential Information to those of its employees, agents, and contractors who have a need to know, who have been advised of the confidential nature thereof, and who are under express obligations of confidentiality or under obligations of confidentiality imposed by law or rule; and (v) to exercise at least the same standard of care and security to protect the Confidential Information received by it as it protects its own confidential information. If a Party is

requested or required by law or in a judicial, administrative, or governmental proceeding to disclose any Confidential Information, it will notify the other Party as promptly as practicable so that such Party may seek a protective order or waiver for that instance.

Confidential Information shall not include information which: (i) is or becomes public knowledge through no fault of either Party; (ii) was in a Party's possession before receipt from the other Party; (iii) is rightfully received by a Party from a third party without any duty of confidentiality; (iv) is independently developed by a Party without use or reference to the other Party's Confidential Information; (v) is disclosed with the prior written consent of the Parties; or (vi) is required to be disclosed pursuant to the Colorado Open Records Act (CORA), Colorado Criminal Justice Records Act (CCJRA), or other applicable law.

Each Party shall return or destroy the Confidential Information upon written request by the other Party; provided, however, that each Party may retain one copy of the Confidential Information in order to comply with applicable law. Parties understand and agree that it may not always be possible to completely remove or delete all Confidential Information from databases without some residual data.

6.4 No third-party beneficiaries. The enforcement of the terms and conditions of this Agreement and all rights of action related to such enforcement shall be strictly reserved to the Parties, and nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other or third person. It is the express intent of the parties to this Agreement that any person receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.

6.5 Notice. Except as otherwise provided herein, all notices permitted or required under this Agreement shall be in writing and shall be deemed properly given when placed in the United States mail's first-class postage prepaid, or personally delivered to the other Party, addressed to them at the addresses appearing on the signature page hereof. Each Party, by written notice to the other, may specify any other addresses for the receipt of such notices.

Notice to Dillon shall be addressed to:

Dillon Town Manager  
275 Lake Dillon Dr.  
P.O. Box 8  
Dillon, CO 80435

Notice to Keystone shall be addressed to:

Keystone Town Manager  
1628 Saints John Rd.  
Keystone, CO 80435

6.6 Severability. Should any of the provisions of this Agreement be held to be invalid or unenforceable, then the balance of this Agreement shall be held to be in full force and effect as though the invalid portion was not included; provided, however, that should the invalidity or unenforceability go to the essence of the Agreement or be of a substantial nature, then the Party who would receive the benefit of the provision, were it not invalid or unenforceable, shall have the option to terminate this Agreement, forthwith.

6.7 Survival upon termination. Any obligations which are required to be fulfilled even after termination of the Agreement, to include without limitation those obligations on the Parties set forth in paragraphs 3.12 and 6.3 and Section 5, shall survive any termination or expiration of this Agreement.

6.8 Waiver. No waiver by Dillon or Keystone of any term or condition or breach of this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach, whether of the same or a different provision of this Agreement.

6.9. Captions. The captions of the sections and paragraphs are set forth only for the convenience and reference of the Parties and are not intended in any way to define, limit or describe the scope or intent of this Agreement.

6.10 Governing law. This Agreement shall be governed by, and interpreted in accordance with, the laws of the State of Colorado, and venue for any action arising out of any dispute hereunder shall be in the Summit County District Court of the State of Colorado.

6.11 In any legal action brought by any party to this Agreement to enforce the terms hereof, the prevailing Party shall be entitled to all costs incurred in connection with the action, including attorneys' fees.

IN WITNESS WHEREOF, and intending to be legally bound hereby, in accordance with proper ordinance of each of the governing bodies of the Municipalities, we have hereunto caused this instrument to be executed, and the municipal seals affixed the day and year written above.

ATTEST:

TOWN OF KEYSTONE

\_\_\_\_\_  
Town Clerk

\_\_\_\_\_  
Mayor

ATTEST:

TOWN OF DILLON

\_\_\_\_\_  
Town Clerk