



## **Keystone Town Council Agenda**

The Keystone Town Council will have a Regular Meeting on March 11, 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 HONORING SERVICE OF GRETCHEN DAVIS**
- IV. COMMUNICATIONS TO COUNCIL**
- V. CONSENT**
  - A. FIRST READING OF ORDINANCES**
  - B. RESOLUTIONS**
    - 1. Resolution 2025-10, A Resolution of Town Council of the Town of Keystone, Colorado, Approving a Subdivision Improvements Agreement ("SIA") for Alcove Townhomes, A Resubdivision of Lot 3AR, Keystone Base I, Filing No. 2, Located at 116 River Run Road**
  - C. MEETING MINUTES**
    - 1. February 25, 2025 – Meeting Minutes**
  - D. EXCUSED ABSENCES**
  - E. OTHER**

1. **TOK25-003: Class 2 Sign Permit for Lakeside Café, located at 22101 US Highway 6**

## **VI. DISCUSSION**

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

1. **Ordinance 2025-O-05, An Ordinance of Town Council of the Town of Keystone, Colorado, Amending Ordinance 2024-O-14 Regarding the Remittance of Lodging Tax**
2. **Ordinance 2025-O-6, An Ordinance of Town Council of the Town of Keystone, Colorado, Regarding Wildlife-Proof Refuse Containers and the Feeding of Wildlife**

### **B. RESOLUTIONS**

1. **Resolution 2025-08, A Resolution of Town Council of the Town of Keystone, Colorado, Adopting Town of Keystone Business License Fee Schedule 2025-2026**
2. **Resolution 2025-09, A Resolution of Town Council of the Town of Keystone, Colorado, Approving an Intergovernmental Agreement for the Intermountain Transportation Planning Region**

### **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**

Executive Session pursuant to CRS sec. 24-6-402(4)(b) and (e)(I) to discuss matters that may be subject to negotiation, develop strategies for negotiation, or to instruct negotiators and to receive legal advice related to the purchase of a property.

## **XIII. ADJOURNMENT**

# PROCLAMATION

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

## RECOGNIZING GRETCHEN DAVIS'S SERVICE TO THE TOWN OF KEYSTONE

Whereas, The Citizens of the Town of Keystone, Colorado, have been blessed with the remarkable leadership and dedication of Gretchen Davis; and

Whereas, Gretchen Davis has demonstrated unwavering commitment and exemplary service while serving as a key Member of the Keystone Incorporation Committee, Election Commission, Charter Commission, Incorporation Transition Committee, and the Town Council for the Town of Keystone, Colorado; and

Whereas, Gretchen Davis's service to the community of Keystone began long before her service to the Town as President of the Keystone Owners Association and a Member of the Keystone Citizens League Board; and

Whereas, Gretchen Davis's tireless efforts, steadfast integrity, and commitment to the people of Keystone demonstrates the highest principles of democracy and civic engagement; and

Whereas, through her leadership, Gretchen Davis has fostered an atmosphere of transparency, fairness, and inclusivity, allowing the voices of the community to be heard and respected.

—NOW, THEREFORE, BE IT PROCLAIMED—

That the Mayor and the Town Council of Keystone, Colorado, do hereby honor and recognize Gretchen Davis for her outstanding service and invaluable contributions to the Town of Keystone and our community. Further, we hereby commend Gretchen Davis for her exemplary leadership, commendable professionalism, and unwavering commitment to democratic ideals.

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  
Jennifer Madsen, Town Attorney  
FROM: Lindsay Hirsh, Community Development Director  
DATE: March 11, 2025  
SUBJECT: Consent Agenda TOK24-009: Subdivision Improvements  
Agreement ("SIA") for Alcove Townhomes, located at 0055  
Alcove Court

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### **Executive Summary:**

The Class 4 Site Plan for a 24-unit multi-family project was approved by the County's Snake River Planning Commission on September 16, 2022. The project is nearing completion and as per the Town's Land Use and Development Code, a financial guarantee is necessary. The only improvements that are required to be guaranteed are the landscape improvements, revegetation, site clean-up and street monuments, associated with the project.

### **Recommendation:**

Approve the Subdivision Improvements Agreement (Attachment A) per the attached Resolution.

### **Background:**

The purpose of this subdivision improvement agreement is to ensure that all improvements to subdivisions are financed, constructed and maintained. The intent is to provide for continued fiscal and legal responsibility for such improvements until the entire

subdivision project is deemed complete and responsibility for the continued maintenance of such improvements has been properly assumed by the relevant successors in interest, such as a homeowner's association. Under the Town's Land Use Code, Subdivision Improvements are the responsibility of the developer. All improvements shall be designed and constructed according to applicable designs, specifications and standards as approved by the Town having jurisdiction over the property to be subdivided. The developer shall assume all responsibility for the financing, construction and initial maintenance of all improvements internal or external to the proposed subdivision.

**Financial Considerations:**

There are no Town financial considerations applicable to the subject application. Once the agreement is signed, it will be accompanied by a cash bond or letter of credit held by the Town for a period of approximately two years to ensure that the landscape improvements have been adequately established. The purpose of the cash bond or letter of credit is to provide the financial means for the Town to construct the improvements if the developer does not meet its required obligations.

**Previous Council Actions:**

None

**Alternatives:**

If there is interest by Council to understand further details regarding the SIA process, then Council will need to remove the item from the Consent Agenda and then vote on pulling the item. If a majority of Council members vote to pull the item off the agenda, staff will be available to answer any questions.

**TOWN OF KEYSTONE  
Summit County, Colorado**

**RESOLUTION 2025-10**

**A RESOLUTION OF TOWN COUNCIL OF THE TOWN OF KEYSTONE, COLORADO,  
APPROVING A SUBDIVISION IMPROVEMENTS AGREEMENT (“SIA”) FOR  
ALCOVE TOWNHOMES, A RESUBDIVISION OF LOT 3AR, KEYSTONE BASE I,  
FILING NO. 2, LOCATED AT 116 RIVER RUN ROAD**

WHEREAS, the Town of Keystone (“Town”) is a home rule municipality governed by the Keystone Home Rule Charter; and

WHEREAS, per the Town’s Land Use Code, the Town of Keystone is required to have a Subdivision Improvements Agreement for these types of developments; and

WHEREAS, the Town Council finds it in the best interest of the Town to execute the Subdivision Improvements Agreement to secure the approved improvements associated with the development.

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

Section 1. Town Council approves the Subdivision Improvement Agreement in substantially the form that is attached as Exhibit A. The Town Manager is authorized to execute the agreement and is authorized to make any non-material changes in consultation with the Town Attorney.

Section 2. 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

**TOWN OF KEYSTONE**

**SUBDIVISION IMPROVEMENTS AGREEMENT**

**ALCOVE TOWNHOMES , TOK24-009**

This Agreement is made as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, between ONE KEYSTONE, LLC C/O REPLAY DESTINATIONS INC ("Owner/Developer"), whose address is Suite 2150, 745 Thurlow St., Vancouver, BC, Canada, VC6E 0C5 and the TOWN COUNCIL OF THE TOWN OF KEYSTONE (Town), whose address is 1628 Sants John Rd, Colorado 80435, Attention: Town Community Development Director.

**I. GENERAL**

1.1 **Purpose.** The purpose of this Agreement is to provide for the completion of the Subdivision Improvements as hereinafter defined, for the Subdivision, as hereinafter defined.

1.2 **Recitals.**

(a) Owner/Developer is the owner and subdivider of the Subdivision and has presented a general subdivision exemption plat of the Subdivision to the Town for approval.

(b) The Town of Keystone Land Use Code, Ordinance No. 2024-O-05, Section 8109, authorize the execution of a subdivision improvements agreement between the Town and Owner/Developer whereby Owner/Developer agrees to construct any required public improvements for the Subdivision and to provide security for completion of the Subdivision Improvements.

(c) This Agreement will provide for the completion of the Subdivision Improvements within the Subdivision and will protect the Town from the cost of completing the Subdivision Improvements.

(d) This Agreement is not executed for the benefit of third parties such as, but not limited to, materialmen, laborers or others providing work, services or material for the Subdivision Improvements or lot or home buyers in the Subdivision.

1.3 **Subdivision.** The "Subdivision" shall mean Alcove Townhomes, A Resubdivision of Lot 3AR, Keystone Base I, Filing No. 2, Summit County, CO, the general subdivision exemption plat for which has been presented to the Town and approved by the Town on September 10, 2024 in connection with, approval of this Agreement by the Town.

1.4 **Subdivision Improvements.** The "Subdivision Improvements" shall mean the street, drainage and other improvements listed on attached Exhibit A, and improvements described in the Plans, as hereinafter defined. Exhibit A shall include estimated costs and completion dates for the Subdivision Improvements.

1.5 **Plans.** The "Plans" shall mean the Subdivision Improvement Plans approved by the Community Development Director or designee and the Town Council, which Plans shall include grading, drainage, erosion control, revegetation, landscaping, road improvement and composite utility plans.

**II. CONSTRUCTION OF SUBDIVISION IMPROVEMENTS.**

2.1 **Agreement to Construct.** Subject to and in accordance with the terms and provisions of this Agreement, Owner/Developer agrees to cause the Subdivision Improvements to be constructed and completed at its expense, in accordance with the Plans.

2.2 **Final Plat Approval as Condition of Construction.** Owner/Developer shall not commence construction and installation of the Subdivision Improvements until the Town has given its approval to the plat of the Subdivision.

2.3. Recordation of Final Plat. This Agreement must be entered into prior to recordation of the final plat in Summit County. The final plat shall not be recorded until either the Subdivision Improvements have been satisfactorily completed or until the receipt by the Town of security in a form acceptable to the Town for 115% of the estimated construction costs of said Subdivision Improvements as identified on Exhibit A of this Agreement.

2.4 Completion Date. Subdivision Improvements shall be completed within the time limits set forth on the attached Exhibit A ("Completion Date"). The Completion Date may only be extended for good cause, as determined by and approved by the Town of Keystone Planning Department in writing.

2.5 Construction Standards. The Subdivision Improvements, including water and sanitary sewer, shall be constructed in accordance with the Plans approved by the Town Development Director or designee and/or applicable District and, to the extent not otherwise provided in the Plans, in accordance with the Town's ordinances, resolutions, and regulations.

2.6 Warranties of Owner/Developer. Owner/Developer warrants that the Subdivision Improvements will be installed in a good and workmanlike manner and in substantial compliance with the Plans and requirements of this Agreement and shall be substantially free of defects in materials and workmanship. These warranties of Owner/Developer shall remain in force and effect as to any completed Subdivision Improvements until the lapse of two years after Preliminary Acceptance of the Subdivision Improvements as hereinafter provided in this Agreement.

2.7 Title of Subdivision Improvements. All Subdivision Improvements shall be constructed within streets or easements or as otherwise shown on Plans dedicated to the Town in the final plat of the Subdivision or conveyed by other recorded instruments at the time the final plat is recorded. Subdivision Improvements for roads shall be in accordance with the Review Authority Road and Bridge Design and Construction Standards. Title to the property shown on the final plat shall be vested, at the time the final plat is presented to the Town for approval, in Owner/Developer and any other parties executing the final plat and shall be certified by a title company's or attorney's certificate shown on the final plat.

### **III. SECURITY FOR COMPLETION.**

3.1 Deposit of Security for Owner/Developer Obligations. To secure the performance of the obligations of Owner/Developer under this Agreement to complete the Subdivision Improvements for the Subdivision, Owner/Developer shall deposit with the Town an irrevocable letter of credit with provisions as hereinafter set forth, or a cash deposit or other financial guarantee deemed adequate by the Town ("Security"). The Security shall be deposited after approval of the final plat for the Subdivision and shall be 115% of the estimated cost to construct the Subdivision Improvements which the Owner/Developer desires to construct. No conveyance or transfer of title to any lot(s), tract(s) of land within the Subdivision with uncompleted Subdivision Improvements shall be made, nor any building permit issued, unless the approved Security has been deposited with the Town or unless all public improvements have been completed and Security in the amount of 15% of the estimated cost of said improvements has been deposited with the Town as provided in Section 4.2 below. The Security shall be retained by the Town until satisfaction of Owner/Developer's obligations under this Agreement or earlier release by the Town.

3.2 Provisions for Letter of Credit. If an irrevocable letter of credit is provided as Security, such letter for credit shall be in an amount equal to 115% of the estimated cost to construct the Subdivision Improvements. The letter of credit shall be issued from \_\_\_\_\_, or such other bank as shall be approved by the Town; shall have an expiration date no earlier than two years after its date of issue; and shall provide that it may be drawn upon from time to time by the Town in such amount or amounts as the Town may designate as justified, such amounts not to exceed, in the aggregate, the amount of the letter of credit. Draws under any such letter of credit shall be by a certificate signed by the Town Manager of the Town of Keystone stating that the Town is entitled to draw the specified amount under the terms of this Agreement. The right of the Town to draw on any letter of credit shall be as provided in, and subject to, the provisions of Sections 5.1 through 5.6 of this Agreement.

3.3 Recording of Agreement. After approval of the final plat of the Subdivision by the Town, this Agreement may, at the option and expense of the Town, be recorded in the office of the Clerk and Recorder of Summit County. Upon Final Acceptance of all of the Subdivision Improvements by the Town, the Town shall deliver to



Owner/Developer a recordable executed document which shall release all property within the Subdivision from any further effect of this Agreement.

#### **IV. ACCEPTANCE OF IMPROVEMENTS.**

4.1 Preliminary/Partial Acceptance. Upon the satisfactory completion of any of the specific Subdivision Improvements listed in Exhibit A, Owner/Developer shall be entitled to obtain preliminary acceptance thereof by the Town ("Preliminary Acceptance") in accordance with the following provisions.

a) Upon such partial completion, Owner/Developer shall give written notice to the Community Development Director or designee requesting an inspection of the completed Subdivision Improvements ("Preliminary Inspection Notice"). The Town shall inspect the completed Subdivision Improvements within fourteen days after receipt by the Community Development Director or designee of the Preliminary Inspection Notice and, if the Community Development Director or designee finds that the specified improvements have been completed substantially in accordance with the Plans and the other requirements of this Agreement, the Community Development Director or designee shall issue a letter evidencing Preliminary Acceptance within fourteen days after the inspection. The Town's duty to inspect within fourteen days shall be extended, if necessary, due to weather or winter conditions causing inspection to be impractical or impossible.

b) If, upon inspection of the completed Subdivision Improvements, the Community Development Director or designee finds that the specified improvements have not been completed substantially in accordance with the Plans and the other requirements of this Agreement, the Community Development Director or designee shall issue a written notice of noncompliance within fourteen days after the inspection specifying the respects in which the completed Subdivision Improvements have not been completed substantially in accordance with the Plans and the other requirements of this Agreement. Owner/Developer shall thereupon take such action as is necessary to cure any noncompliance and, upon curing the same, shall give a new Preliminary Inspection Notice to the Community Development Director or designee. Upon the giving of such a new Preliminary Inspection Notice, the foregoing provisions of this Section 4.1 shall apply.

c) Length of Guarantee Period: In order to insure that successful, stable plant establishment is achieved, all landscape planting shall be subject to a guarantee period of two years from the date installation is completed except, where planting, seeding, or revegetation is done on 3.33:1 or greater slopes, the initial guarantee period shall be three years.

4.2 Partial Release of Security. At the time of Preliminary Acceptance of any specific completed work items listed in Exhibit A, the Town shall issue a written release of the Security and the plat restriction provided in Section 3.1. The amount to be released for the completed Subdivision Improvements shall be the total amount of the Security for each completed work item, provided sufficient amounts exist on deposit for completion of the remaining incomplete Subdivision Improvements. A Warranty Security in the amount of 15% of the total cost of such work items shall remain on deposit with the Town until final acceptance of the completed subdivision improvements.

a) Prior to the release of any financial guarantee for landscape improvements, the Town must determine that revegetation of the site is essentially free from weeds as identified by the Town as invasive, noxious or otherwise nuisance weed species."

4.3 Maintenance Prior to Final Acceptance. Until Final Acceptance by the Town of the Subdivision Improvements, Owner/Developer shall, at Owner/Developer's expense, make all needed repairs or replacements to the Subdivision Improvements required on account of defects in materials or workmanship and shall be responsible for ordinary repairs and maintenance thereof including street sanding, snow removal, cleaning and sewer drainage. Owner/Developer shall have the rights to assign such maintenance obligations of the Subdivision Improvements to a homeowners association for the Subdivision.

4.4 Final Acceptance. Upon final completion of the Subdivision Improvements, Owner/Developer shall be entitled to obtain final acceptance thereof by the Town ("Final Acceptance") in accordance with the following provisions.

a) No later than 60 days prior to the expiration of the warranty period for any phase of the Subdivision

Improvements, Owner/Developer shall give written notice to the Community Development Director or designee requesting a final inspection of such phase of the Subdivision Improvements ("Final Inspection Notice"). The Town shall inspect such phase of the Subdivision Improvements within fourteen days after receipt by the Community Development Director or designee of the Final Inspection Notice and, if the Community Development Director or designee finds that the phase of the Subdivision Improvements is substantially free of defects in materials and workmanship and has been repaired and maintained as and to the extent required in this Agreement, the Community Development Director or designee shall issue a letter evidencing Final Acceptance of the phase of the Subdivision Improvements. Again, the Town may extend the inspection period due to weather and seasonal snow conditions.

b) If, upon final inspection of a phase of the Subdivision Improvements, the Community Development Director or designee finds that the phase of the Subdivision Improvements is not substantially free of defects in materials and workmanship or has not been repaired and maintained as required under this Agreement, the Community Development Director or designee shall issue a written notice of noncompliance within fourteen days after the final inspection specifying the respects in which the Subdivision Improvements are not substantially free of defects in materials and workmanship or have not been repaired and maintained as required under this Agreement. Owner/Developer shall thereupon take such action as is necessary to cure any noncompliance and, upon curing the same, shall give a new Final Inspection Notice to the Community Development Director or designee. Upon the giving of such new Final Inspection Notice, the foregoing provisions of this Section 4.4 shall apply.

c) At the time of Final Acceptance of the Subdivision Improvements, Owner/Developer shall be entitled to a release of the Warranty Security for that phase. The release shall be in writing, signed by the Community Development Director or designee.

d) Upon Final Acceptance of the Subdivision Improvements, the Town may, at its sole discretion, assume full responsibility for repairs and maintenance of the Subdivision Improvements as would normally be the responsibility of the Town by law.

e) Prior to Final Acceptance of all of the Subdivision Improvements, "as constructed" engineering drawings shall be submitted to the Town in accordance with Town policy.

## **V. DEFAULTS AND REMEDIES**

5.1 Default by Owner/Developer. A default by Owner/Developer shall exist after notice and an opportunity to cure as hereinafter provided if (a) Owner/Developer fails to construct the Subdivision Improvements in substantial compliance with the Plans and the other requirements of this Agreement; (b) Owner/Developer fails to complete construction of the Subdivision Improvements by the Completion Date provided herein; (c) Owner/Developer fails to cure any noncompliance specified in any written notice of noncompliance within a reasonable time after receipt of the notice of noncompliance; (d) Owner/Developer otherwise breaches or fails to comply with any obligation of Owner/Developer under this Agreement; (e) Owner/Developer becomes insolvent, files a voluntary petition in bankruptcy, is adjudicated a bankrupt pursuant to an involuntary petition in bankruptcy, or a receiver is appointed for Owner/Developer; (f) Owner/Developer fails to maintain in full force and effect the Security in the amounts specified in this Agreement. Notice of default as to the Subdivision Improvements must be given prior to expiration of the warranty period for such Subdivision Improvements as hereinafter provided.

5.2 Notice of Default. In the event a default by Owner/Developer is believed to exist, the Town shall give written notice thereof to Owner/Developer, specifying the default and specifying a reasonable time within which Owner/Developer shall be required to cure the default.

5.3 Remedies of Town. If Owner/Developer fails to cure such default within the time specified by the Town, the Town shall be entitled to (a) make a draw on the Security for the amount reasonably determined by the Town to be necessary to cure the default in a manner consistent with the approved Plans up to the amount of the Security; and (b) sue the Owner/Developer for recovery of any amount necessary to cure the default over and above the amount available under the Security, including court costs, witness fees and reasonable attorneys' fees; and (c) any other remedy at law or equity.

5.4 Town Right to Complete Subdivision Improvements. In the event of a default by Owner/Developer

which is uncured, the Town shall have the rights to complete or cause completion of the Subdivision Improvements as herein provided. The Town shall have the right to complete the Subdivision Improvements, in substantial accordance with the Plans, the estimated construction costs, and other requirements of this Agreement, either itself or by contract with a third party or by assignment of its rights to a successor Owner/Developer who has acquired the Subdivision by purchase, foreclosure, or otherwise. The Town, any contractor under the Town, or any such successor Owner/Developer, their agents, subcontractors and employees shall have the non-exclusive right to enter upon the streets and easements shown on the final plat of the Subdivision and upon any part of the Subdivision owned by Owner/Developer for the purpose of completing the Subdivision Improvements.

5.5 Use of Funds by Town. Any funds obtained by Town as Security, or recovered by the Town from Owner/Developer by suit or otherwise, shall be used by the Town to pay the costs of completion of the Subdivision Improvements substantially in accordance with the Plans and the other requirements of this Agreement and to pay the reasonable costs and expenses of the Town in connection with the default by Owner/Developer, including costs, witness fees and reasonable attorneys' fees, with the surplus, if any, to be returned to Owner/Developer. Provided, however, that any funds or rights to such funds obtained may at the Town's option be assigned or otherwise directed to the account of any third party for the purpose of completing the Subdivision Improvements.

## **VI. MISCELLANEOUS.**

6.1 Indemnification. Owner/Developer shall indemnify and save harmless the Town from (a) any and all suits, actions, claims, judgements, obligations, or liabilities of every nature and description which arise from an event or occurrence prior to the date of Final Acceptance of the Subdivision Improvements and which are caused by, arise from, or on account of Owner/Developer's obligations under this Agreement; and (b) any and all suits, actions, claims, or judgments which arise from an event or occurrence prior to the date of the Final Acceptance and which are asserted by or on behalf of contractors or subcontractors working in the Subdivision, lot owners in the Subdivision, or third parties claiming injuries resulting from defective improvements constructed by Owner/Developer. This indemnification shall not apply to claims arising from the negligent acts or omissions of Town. Owner/Developer shall pay any and all judgements rendered against the Town on account of any such suit, action, or claim, together with all reasonable expenses and attorneys' fees incurred by the Town in defending such suit, action, or claim. The Town shall, within fifteen days after being served with any such claim, suit, or action, provide Owner/Developer with a copy of the complaint. The Owner/Developer may provide proper legal representation for the Town in said action, in which case the Owner/Developer shall not be responsible for any additional legal fees incurred by the Town. The Town agrees that the Owner/Developer may also, on its own behalf, become a party to any such action and the Town agrees to execute any documents as may be necessary to allow the Owner/Developer to be a party.

6.2 Insurance. Owner/Developer shall require that all contractors engage in the construction of the Subdivision Improvements maintain Worker's Compensation insurance. Before proceeding with the construction of improvements, Owner/Developer shall provide the Community Development Director or designee with written evidence of property damage insurance and bodily injury insurance in an amount of not less than Nine Hundred and Ninety Thousand Dollars (\$990,000) each, or such other maximum amount of liability as may be specified in the Colorado Governmental Immunity Act, and protecting the Town against any and all claims for damages to persons or property resulting from construction and/or installation of any Subdivision Improvements pursuant to this Agreement. The policy shall provide that the Town shall be notified at least thirty days in advance of any reduction in coverage, termination, or cancellation of the policy. Such notice shall be sent by certified mail to the Community Development Director or designee, return receipt requested. Owner/Developer agrees that any contractors engaged by or for Owner/Developer to construct the Improvements shall maintain public liability coverage in limits not less than those described above.

6.3 No Third Party Beneficiaries. No person or entity, other than a party to this Agreement, shall have any right of action under this Agreement including, but not limited to, lenders, lot or home buyers and material, laborers or others providing work, services, or materials for the Subdivision Improvements.

6.4 Assignability. Subject to the provisions of Section 3.1 above, Owner/Developer may convey or transfer title or interests in the Subdivision without the consent of the Town and a grantee or transferee of Owner/Developer shall not be obligated to fulfill any of the obligations of Owner/Developer under this Agreement unless such grantee or transferee is the successor or assignee of Owner/Developer in its capacity as Owner/Developer of the Subdivision. Owner/Developer may assign its rights and obligations under this Agreement to a party who is the successor

or assignee of Owner/Developer in its capacity as Owner/Developer of the Subdivision without the consent of the Town; provided, however, that (a) Owner/Developer notifies the Town of the assignment and of the name and address of the successor Owner/Developer; and (b) the successor Owner/Developer assumes the obligations of Owner/Developer under this Agreement. Unless otherwise agreed to in writing by Town, Owner/Developer shall remain liable for performance of the obligations of Owner/Developer under this Agreement. The Town shall release Security furnished by Owner/Developer if the Town accepts new security from any successor Owner/Developer of the Subdivision.

6.5 No Automatic Further Approvals. Execution of this Agreement by the Town shall not be construed as a representation or warranty that Owner/Developer is entitled to any other approvals required from the Town, if any, before Owner/Developer is entitled to commence development of the Subdivision or to transfer ownership of property in the Subdivision.

6.6 Notices. All notices, consents or other instruments or communications provided for under this Agreement shall be in writing, signed by the party giving the same, and shall be deemed properly given and received (a) when actually delivered and received personally, by messenger service, or by fax or telecopy delivery; (b) on the next business day after deposit for delivery in an overnight courier service such as Federal Express; or (c) three business days after deposit in the United States mail, by registered or certified mail with return receipt requested. All such notices or other instruments shall be transmitted with delivery or postage charges prepaid, addressed to the party at the address below for that party or to such other address as such party may designate by written notice to the other party:

If to Owner/Developer: ONE KEYSTONE, LLC

C/O REPLAY DESTINATIONS INC  
Suite 2150, 745 Thurlow St.,  
Vancouver, BC, Canada, V6E 0C5

If to Town:

Town of Keystone Government  
Attn: Community Development Director  
1628 Saints John Rd  
Keystone, Colorado 80435

6.7 Further Assurances. At any time, and from time to time, upon request of either party, the other party agrees to make, execute and deliver or cause to be made, executed and delivered to the requesting party any and all further instruments, certificates and documents consistent with the provisions of this Agreement as may, in the reasonable opinion of the requesting party, be necessary or desirable in order to effectuate, complete or perfect the right of the parties under this Agreement.

6.8 Binding Effect. Subject to Section 6.4 above, this Agreement shall run with the land and binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

6.9 Headings for Convenience. All headings and captions used herein are for convenience only and are of no meaning in the interpretation or effect of this Agreement.

6.10 No Implied Waivers. The failure by a party to enforce any provision of this Agreement or the waiver of any specific requirement of this Agreement shall not be construed as a general waiver of this Agreement or any provision herein nor shall such action act to stop the party from subsequently enforcing this Agreement according to its terms.

6.11 Severability. If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid, it shall not affect the validity of this Agreement as a whole or any part thereof other than the part declared to be invalid and there shall be substituted for the affected provision, a valid and enforceable provision as similar as possible to the affected provision.

6.12 No Waiver of Sovereign Immunity. Nothing contained in this Agreement shall constitute a waiver of

6.13 Agent/Employee. The Owner/Developer is not an agent or employee of the Town.

6.14 Consent to Jurisdiction and Venue. Personal jurisdiction and venue of any civil action commenced by either party to this Agreement with respect to this Agreement of a letter of credit shall be proper only in such action is commenced in the District Court for Summit County, Colorado. Owner/Developer expressly waives the right to bring such action in or to remove such action to any other court, whether state or federal.

6.15 Entire Agreement. This Agreement, and any agreement or document referred to herein, constitutes the entire understanding between the parties with respect to the subject matter hereof and all other prior understandings or agreements shall be deemed merged in this Agreement.

OWNER/DEVELOPER: ONE KEYSTONE, LLC

TITLE: \_\_\_\_\_

STATE OF COLORADO                 )  
COUNTY OF SUMMIT                )SS.

The foregoing instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_.  
(Name of Signer) (Title of Signer) (Name of Owner/Developer)

My commission Expires: \_\_\_\_\_

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

## Exhibit A

### Alcove Townhomes – Landscaping Improvements

ITEM NO.	ITEM	UNIT	QUANTITY	TOTAL COST
1	Landscaping	N/A	Per Plan	\$360,921.81
2	Revegetation	N/A	Per Plan	\$10,000
3	Site Clean-up	N/A	Per Plan	\$10,000
4	Street Monuments	N/A	Per Plan	\$3,500
Total:				\$384,422
115%:				\$442,085.08

Estimated Completion Date: March 2025

**LOC Required \$442,085.08**



## **Keystone Town Council Minutes**

A Regular Meeting of the Keystone Town Council was held on February 25, 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 7:01. 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 Aaron Parmet, Councilmember Dan Sullivan, Councilmember Valerie Thisted (remote), and Mayor Ken Riley.

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

Mayor Riley presented the agenda.

Councilmember Davis moved to approve the agenda as presented.

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

### **III. PROCLAMATION**

### **IV. COMMUNICATIONS TO COUNCIL**

Mayor Riley opened the floor for public comment.

Seeing no members of the public wishing to speak, Mayor Riley closed the floor for

public comment.

## **V. CONSENT**

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

- 1. Ordinance 2025-O-05, An Ordinance of Town Council of the Town of Keystone, Colorado, Amending Ordinance 2024-O-14 Regarding the Remittance of Lodging Tax**
- 2. Ordinance 2025-O-6, An Ordinance of Town Council of the Town of Keystone, Colorado, Regarding Wildlife-Proof Refuse Containers and the Feeding of Wildlife**

### **B. RESOLUTIONS**

### **C. MEETING MINUTES**

- 1. February 11, 2025 – Meeting Minutes**

### **D. EXCUSED ABSENCES**

### **E. OTHER**

- 1. Accounts Payable List**
- 2. TOK25-001: Class 2 Special Event Permit for Keystone Neighbourhood Company Annual Special Events**

Mayor Riley presented the consent agenda.

Councilmember Hagenow moved to approve the consent agenda as presented. Councilmember Sullivan seconded.

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

## **VI. DISCUSSION**

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

- 1. Ordinance 2025-O-03, An Ordinance of Town Council of the Town of Keystone Colorado, Amending Ordinance 2024-O-11, Regarding**



**the Number of Members for Trails and Open Space Advisory Board and Business Advisory Committee**

Town Clerk Madeleine Sielu read the title of Ordinance 2025-O-03, Amending Ordinance 2024-O-11, Regarding the Number of Members for Trails and Open Space Advisory Board and Business Advisory Committee into the record.

Town Manager John Crone and Town Attorney Jennifer Madsen provided a staff presentation on Ordinance 2025-O-03.

Following staff presentation and questions, Mayor Riley opened the floor for public comment on Ordinance 2025-O-03.

Seeing no members of the public wishing to speak, Mayor Riley closed the floor for public comment.

Councilmember Davis moved to approve Ordinance 2025-O-03.  
Councilmember Hagenow 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)

Absent: (0)

The motion passed, and Ordinance 2025-O-03 was approved.

**2. Ordinance 2025-O-04, An Ordinance of Town Council of Keystone, Colorado, Regarding the Licensing of Businesses**

Mayor Riley read the title of Ordinance 2025-O-04, Regarding the Licensing of Businesses.

Town Manager John Crone and Town Attorney Jennifer Madsen provided a staff presentation on Ordinance 2025-O-04.

Following staff presentation and questions, Mayor Riley opened the floor for public comment on Ordinance 2025-O-04.

Seeing no members of the public wishing to speak, Mayor Riley closed the floor for public comment.

Councilmember Parmet moved to approve Ordinance 2025-O-04 with an amendment to Section 6-c changing “Hospitals” to “State licensed medical facilities”. 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)

Absent: (0)

The motion passed, and Ordinance 2025-O-04 was approved as amended.

## **B. RESOLUTIONS**

## **C. OTHER**

## **VII. PLANNING MATTERS**

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

The Town Manager reported on a successful and productive meeting between the Mayor, Manager, and General Manager of Keystone Resorts about the future of joint planning and relationship building between the Town and Resort. Further updates about the opportunities for collaboration will take place following the conclusion of the ski season. The Community Development Director and Town Manager met with

the Summit Seniors Group to discuss concerns about considering aging in place in the Keystone Comprehensive Plan. At the Summit County Managers Meeting, Managers discussed implementing a ban of flavored nicotine products, and legislative issues that may impact local control. Many local municipalities have had severe concerns and difficulties with developers and people managing workforce housing projects, which are helping to inform Keystone as we begin to take on more projects. Keystone Neighbourhood Company hosted a board meeting that some representatives from the Town attended. The Town's anniversary party was a successful representation and celebration of the Town's accomplishments throughout the first year.

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

Councilmember Hagenow shared that Vail Resorts and the Keystone Ski Patrol ratified an agreement through at least 2026, which is a matter of significant community impact.

Councilmember Kerr shared that the project initiated by the SE Group for Rural Technical Assistance Program (RTAP) grant regarding our outdoor recreation economy has had continued momentum. The students involved in the project are partnering with the SE Group, the consultants working on the Town's Comprehensive Plan, to host community visioning focus groups on March 12<sup>th</sup> and 13<sup>th</sup> of 2025. This event is primarily hosted by the RTAP group; however, the SE Group's attendance will ensure that any insight gleaned through this project can be incorporated into considerations for the comprehensive plan.

Councilmember Parmet emphasized the importance of practicing safety in the backcountry.

Councilmember Kerr also shared that the Colorado Municipal League (CML) Policy committee is continuing to advocate for Colorado municipalities in issues that protect local decision-making authority or create mandates for municipalities without funding.

Mayor Riley reported a successful opening ceremony for a week of celebration with

the National Brotherhood of Snowsports. He attended the Gospelfest and opening ceremonies and presented the organization with a key to the Town of Keystone.

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

Councilmember Davis announced that she was providing her notice of resignation effective March 4, 2025, due to her relocation.

Town Council directed staff to begin the process for recruiting for the vacancy through an appointment process, and to provide an update on this process and proposed timeline at the next meeting.

Councilmember Kerr was selected to be the Town's representative on the CML Policy Committee, as Councilmember Davis was the Town's current representative.

Councilmember Hagenow expressed a desire to host a "Carving with the Council Event". He will provide an update at an upcoming meeting after further development.

**XI. SCHEDULED MEETINGS**

**XII. EXECUTIVE SESSION**

Councilmember Hagenow moved to enter an Executive Session pursuant to CRS sec. 24-6-402(4)(b) and (e)(I) to receive legal advice and develop strategies for negotiation related to a PUC request for a certificate of public convenience and necessity for CNG and LNG supply. In addition to enter into an Executive Session pursuant to CRS sec. 24-6-402(4)(b) and (e)(I) to discuss matters that may be subject to negotiation, develop strategies for negotiation, or to instruct negotiators related to the development of a sidewalk in town. Councilmember Kerr 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)

Absent: (0)

Town Council entered an executive session at 8:16 p.m.

Executive Session concluded at 9:30 p.m.

### **XIII. ADJOURNMENT**

Seeing no further business to conduct, Mayor Riley adjourned the meeting at 9:30 p.m.

# TOWN OF KEYSTONE, COLORADO

## STAFF REPORT

TO: Mayor & Town Councilmembers  
THROUGH: John Crone, Town Manager  
Jennifer Madsen, Town Attorney  
Lindsay Hirsh, Community Development Director  
FROM: Andrew Collins, Planner  
DATE: March 11, 2025  
SUBJECT: Consent Agenda TOK25-003: Class 2 Sign Permit for  
Lakeside Cafe, located at 22101 US Highway 6

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### **Executive Summary:**

On July 9, 2024, the Town Council approved Ordinance 2024-O-08 Amending Ordinance No. 2024-O-05, Town of Keystone Land Use Code, And Declaring an Emergency. This ordinance was in response to the Council's desire to improve the process of reviewing Community Development Department decisions related to Class 2 development reviews. A Class 2 sign permit for the Lakeside Cafe (aka Lakeside Deli) located at 22101 US Highway 6, has been submitted and administratively approved. That decision is now before Council for review, consistent with Ordinance 2024-O-08. The application materials are available online at <https://keystone.colorado.gov/pz-notices>

- [Referral: TOK25-003 - Class 2 Sign Permit, 22101 US HWY 6, Lakeside Cafe](#)

### **Recommendation:**

The Community Development Department approved the Class 2 Sign Permit for the Lakeside Cafe awning sign. The Community Development Director has not identified any reason for Council's review (and call up) of that decision.

**Background:**

The subject Class 2 Sign Permit application is to allow the replacement of existing awning sign with a new awning sign that meet the requirements of the Town's Land Use Code Sign Regulations, and the Keystone Resort PUD Sign Program. The sign permit has also received approval from the Keystone Architectural Review Committee, as required by the PUD. The Community Development Department subsequently approved the sign permit application on February 27, 2025, as it meets the Town Land Use Code and Keystone Resort PUD Sign Program requirements. On February 27, 2025, per the Amended Code, staff sent a Notice of Action to Town Council, the Town Attorney, and the Town Manager. Per the revised Code language, the Community Development Department has scheduled the Notice of Action as an agenda item for the next Town Council meeting. A decision to appeal (or call up) that decision must be made within 21 days. Consistent with the Home Rule Charter, Town Council decides to appeal by an affirmative vote of the majority of the Town Council present at that meeting.

**Financial Considerations:**

N/A.

**Previous Council Actions:**

None.

**Alternatives:**

If there is interest by Council to hear/appeal the item, then Council will need to remove the item from the Consent Agenda and vote on an appeal process of the Community Development Department's decision to approve the subject Class 2 Sign Permit request. If a majority of Council members vote to appeal the decision of the Community Development Department's approval, Staff will initiate the Appeal process per Chapter 12 of the Code.

# TOWN OF KEYSTONE, COLORADO

## STAFF REPORT

TO: Mayor & Town Councilmembers  
THROUGH: John Crone, Town Manager  
FROM: Heike Fawkes, Finance Director  
Jennifer Madsen, Town Attorney  
DATE: February 25, 2025  
SUBJECT: [SECOND READING/PUBLIC HEARING] 2025-O-05, An Ordinance Of The Town Council Of The Town Of Keystone, Colorado, Amending Ordinance 2024-O-14 Regarding the Remittance of Lodging Tax

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### **Executive Summary:**

Ordinance No. 2025-O-05 proposes amendments to Ordinance No. 2024-O-14, specifically addressing the remittance schedule for lodging tax to be consistent with the statewide reporting requirements. This amendment will allow vendors to submit lodging tax on a monthly, quarterly, or annual basis, depending on the amount of lodging tax collected each month.

### **Recommendation:**

Staff recommends that Council approve Ordinance 2025-O-05 on second reading.

### **Background:**

The Town of Keystone previously adopted Ordinance No. 2024-O-14 following voter approval of a 2% lodging tax on short-term rentals. This tax was implemented to generate revenue for capital improvements and public safety. Based on the Finance Director's recommendation, Ordinance No. 2025-O-05 aims to amend the lodging tax remittance process to align with the Colorado Department of Revenue's procedures.



This ordinance modifies the remittance schedule for the 2% lodging tax, allowing vendors to report and pay taxes in alignment with Colorado's state sales tax regulations. Specifically, it:

- Requires vendors to calculate and remit lodging tax in a manner consistent with C.R.S. § 39-26-109 and Colorado Department of Revenue Rule 1 CCR 201-4, Rule 39-26-109. Here is the statewide reporting schedule:

	Monthly	Quarterly	Annually	Requires zero-dollar filings
Colorado Dept of Revenue	\$300 or more sales tax/month	Collecting more than \$15 but less than \$300 in sales tax/month	Collecting less than \$15 in sales tax/month	Yes

- Establishes clear tax rounding rules to ensure accuracy in tax reporting.
- Allows vendors using the statewide sales and use tax system to follow state-defined reporting periods and due dates.
- Grants the Finance Director the authority to approve alternative reporting schedules, including quarterly, semi-annual, or annual filings, based on business operations and transaction volume.
- Provides the Finance Director with the discretion to extend filing and payment deadlines by up to one year [this is not changed from the 2024-O-14 Ordinance].

Ordinance No. 2025-O-05 aligns the lodging tax remittance process with state sales tax payment requirements, replacing the previous independent town-specific schedule. By allowing vendors to follow state-defined reporting periods and due dates, the ordinance provides greater flexibility, accommodating businesses with varying models and transaction frequencies. Additionally, these changes enhance administrative efficiency

and improve compliance with state tax procedures, ensuring a more streamlined and consistent approach to tax collection and reporting.

### **Alternatives:**

Town Council may propose alternative directions for the lodging tax return submission process.

### **Financial Considerations:**

There are no financial considerations applicable to this ordinance because it does not affect the amount of the lodging tax remitted.

### **Previous Council Actions:**

This Ordinance was approved on first reading on February 25, 2025. Before this first reading approval, based on the recommendations of the Finance Director, Council provided direction to staff during its February 11 work session to place on a future agenda an ordinance amending the lodging tax remittance schedule. Council approved Ordinance 2024-O-14 at its regular meeting on December 10, 2024.

### **Next Steps:**

If Council approves this Ordinance on second reading, the effective date of the ordinance is thirty days after publication. Staff will communicate to STRs this amendment to the lodging tax remittance process and request completion of a form indicating their filing schedule with the Colorado Department of Revenue (CDOR). Staff will expect that the STRs remit the lodging tax consistent with the CDOR remittance.

### **Suggested Motions:**

Approval:

- I move to APPROVE Ordinance 2025-O-05, Amending Ordinance 2024-O-14 Regarding the Remittance of Lodging Tax

Denial:

- I move to DENY Ordinance 2025-O-05, Amending Ordinance 2024-O-14 Regarding the Remittance of Lodging Tax

**Attachment and Link:**

- 2025-O-05, An Ordinance of The Town Council Of The Town Of Keystone, Colorado, Amending Ordinance 2024-O-14 Regarding the Remittance of Lodging Tax
- [Ordinance 2024-O-14, An Ordinance of the Town Council of the Town of Keystone, Colorado, Implementing the Voter-Approved 2% Lodging Tax, Providing Penalties for the Violation Thereof, and Declaring an Emergency \(for reference only\)](#)

**TOWN OF KEYSTONE  
ORDINANCE NO. 2025-O-05**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF  
KEYSTONE, COLORADO, AMENDING ORDINANCE 2024-O-14  
REGARDING THE REMITTANCE OF LODGING TAX**

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

WHEREAS, by Resolution 2024-58, the Town Council (“Council”) approved the submittal to the registered voters of the Town of Keystone a ballot question regarding the imposition of a lodging tax of two percent (2%) on short-term rental lodging within the Town of Keystone, with proceeds of such tax to be used for capital improvements and public safety; and

WHEREAS, on November 5, 2024, a majority of the qualified electors the Town of Keystone casting ballots in the election voted in favor of the 2% lodging tax on short-term; and

WHEREAS, the Town Council adopted Ordinance No. 2024-O-14 to implement regulations for a lodging tax on short-term lodging in the Town of Keystone; and

WHEREAS, the Town Council desires to amend Ordinance No. 2024-O-14 to allow for a different remittance schedule to be consistent with the Colorado Department of Revenue.

**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. Repeal and replace subsections (a) and (b) of Section 7 of Ordinance 2024-O-14 to amend the remittance of lodging tax. Subsections (a) and (b) of Section 7 of Ordinance 2024-O-14 is replead and replaced with the following language to allow for vendors to remit the lodging tax in a manner consistent with Colorado state sales tax. There are no changes to subsections (c) and (d) of Section 7:

Section 7. Vendor responsible for payment of tax.

- (a) **Amount:** Every Vendor shall add the tax imposed by Section 4 to the purchase price or lodging charge and is responsible for remitting the tax to the town. Vendors must calculate and pay the tax in a manner consistent with state sales tax payment requirements under C.R.S. § 39-26-109 and the accompanying regulations, including Colorado Department of Revenue Rule 1 CCR 201-4, Rule 39-26-109. Each Vendor must round tax calculations as directed by the Finance Director,

using the following rounding rules: (1) Amounts of \$0.49 or less shall be rounded down; and (2) Amounts of \$0.50 or more shall be rounded up. The vendor must report and remit the rounded amount on its tax return.

- (b) **Returns:** Vendors must submit a tax return to the Finance Director for the preceding calendar months, along with the total amount due as specified in subsection (a). Vendors using the statewide sales and use tax system under C.R.S. § 39-26-802.7 may follow the reporting schedule, period, and due dates established by that system. The Finance Director has the authority to approve an alternative reporting and filing schedule for Vendors, which may differ from the standard statewide reporting requirement. Such alternative schedules may include, but are not limited to, quarterly, semi-annual, or annual reporting, depending on the nature of the Vendor's business operations, transaction volume, or other relevant factors as determined by the Finance Director. Tax returns must be completed by the Vendor or an authorized agent in the format prescribed by the Finance Director. The Finance Director may, through regulations, extend the deadline for filing and payment by up to one year.

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. This ordinance shall take effect thirty (30) days after publication.

INTRODUCED, READ AND PASSED AS AN ORDINANCE, ON FIRST 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

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

# TOWN OF KEYSTONE, COLORADO

## STAFF REPORT

TO: Mayor & Town Councilmembers  
THROUGH:  
FROM: John Crone, Town Manager  
DATE: March 11, 2025  
SUBJECT: Ordinance 2025-O-6, An Ordinance of Town Council of the  
Town of Keystone, Colorado, Regarding Wildlife-Proof  
Refuse Containers and the Feeding of Wildlife

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### **Executive Summary:**

This is the second reading and public hearing of TOK Ordinance 2025-O-06, which regulates refuse disposal containers, dumpster enclosures, and the feeding of wildlife.

### **Background:**

Our natural setting and its plethora of wildlife are vital components of our communities. In order to protect the surrounding environment, it is important that we take any steps necessary to minimize interactions between the wildlife and our citizens. One of the most important things that we can do is to limit the ability of wildlife to feed on our refuse. Trash kills bears!

The proposed ordinance does recognize that the timelines may be difficult to meet given the reliance on third parties to provide the containers or construct the enclosure. If someone is having difficulty complying with the ordinance, they can appeal to the Town Manager for additional time.

Section 8(C) - All enclosures defined in this chapter shall have self-closing doors and latching devices, has been removed from the ordinance following the first reading.

**Previous Council Actions:**

January 14, 2025 – workshop on details of proposed program

January 28, 2025 – workshop on details of proposed program

February 25, 2025 – ordinance introduced and approved on first reading

**Financial Impacts:**

The proposed ordinance will have a negligible financial impact.

**Proposed Motions:**

If the Council is interested in require wildlife-proof refuse containers and dumpster enclosures, it may do so by approving the following motion: *I move to approve Ordinance 2025-O-06, Regarding Wildlife-Proof Refuse Containers and the Feeding of Wildlife.*

If the Council does not want to create such a program, it may do so by approving the following motion *I move to deny Ordinance 2025-O-06, Regarding Wildlife-Proof Refuse Containers and the Feeding of Wildlife*



**TOWN OF KEYSTONE  
ORDINANCE NO. 2025-O-06**

**AN ORDINANCE OF TOWN COUNCIL OF THE TOWN OF KEYSTONE, COLORADO,  
REGARDING WILDLIFE-PROOF REFUSE CONATAINERS AND THE FEEDING OF  
WILDLIFE**

**WHEREAS**, the Town of Keystone, Colorado ("Town") is a home rule municipality, duly organized and existing under the laws of the state of Colorado; and

**WHEREAS**, the Town of Keystone Town Charter article 2.9 grants the Keystone Town Council the right to exercise all legislative powers and functions of municipal government; and

**WHEREAS**, the Town of Keystone Town Council finds that it is important that we take steps necessary to minimize interactions between the wildlife and our citizens; and

**WHEREAS**, the Town of Keystone Town Council has found that one of the most important things that the Town can do is to limit the ability of wildlife to feed on our refuse; and

**WHEREAS**, the Town Council has determined that it is in the best interest of the health, safety, and welfare of the Town and its citizens adopt an ordinance to regulate wildlife-proof refuse containers and the feeding of wildlife.

**NOW THEREFORE, BE IT ORDAINED** by the Town Council of the Town of Keystone, Colorado, as follows:

Section 1. The Town Council adopts the items in attached Exhibit A as the Town's wildlife-proof refuse container ordinance regarding dumpster enclosures, wildlife-proof refuse containers, and the feeding of wildlife operating within the town limits of the Town of Keystone.

Section 2. Should any one or more sections or provisions of this Ordinance or of the Code provisions enacted hereby be judicially determined invalid or unenforceable, such judgment shall not affect, impair or invalidate the remaining provisions of this Ordinance or of such Code provision, the intention being that the various sections and provisions are severable.

Section 3. Any and all Ordinances or Codes or parts thereof in conflict or inconsistent herewith are, to the extent of such conflict or inconsistency, hereby repealed; provided, however, that the repeal of any such Ordinance or Code or part thereof shall not revive any other section or part of any Ordinance or Code provision heretofore repealed or superseded.

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. After adoption by the Town Council, this ordinance shall take effect on August 15, 2025.

INTRODUCED, READ AND PASSED AS AN ORDINANCE, ON FIRST READING, AND SCHEDULED FOR PUBLIC HEARING ON MARCH 11, 2025, AT A REGULAR MEETING OF THE TOWN COUNCIL OF THE TOWN OF KEYSTONE, COLORADO, THIS

25<sup>th</sup> DAY OF FEBRUARY, 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

**Exhibit A**  
**Town of Keystone Wildlife-Proof Refuse Container Ordinance**

**Section 1.** – Title.

This ordinance shall be known as the *WILDLIFE-PROOF REFUSE CONTAINER ORDINANCE*.

**Section 2.** - Purpose.

The purpose of this Ordinance is to require wildlife-proof enclosures and/or wildlife-proof containers for all refuse that might be considered a wildlife attractant in order to protect the property, health, welfare, peace or safety of its citizens, inhabitants and visitors.

**Section 3.** - Definitions.

For the purpose of this chapter, the following definitions shall apply:

**ATTRACTANT:** Any substance which could reasonably be expected to attract wildlife or does attract wildlife, including, but not limited to, food products, pet food, feed, compost, grain or salt.

**DUMPSTER:** A single refuse container that is greater than 1 cubic yard in volume. This excludes wildlife-proof containers that hold multiple containers smaller than one cubic yard.

**DUMPSTER ENCLOSURE:** A fully enclosed structure consisting of four (4) sides, a roof, and a secure door or cover, which shall have a latching device of sufficient strength and design to prevent access by wildlife. Dumpster enclosures are subject to all planning and zoning requirements and building codes.

**REFUSE:** Any waste that could reasonably attract wildlife which includes, but shall not be limited to, kitchen, organic waste, food, food packaging, toothpaste, deodorant, cosmetics, spices, seasonings and grease.

**REFUSE CONTAINER:** Any trash can, dumpster, or similar device used for the collection and storage of solid waste.

RESIDENT: Any person, firm, corporation or organization within the town of Keystone or on town-controlled land.

SPECIAL EVENT: An outdoor gathering such as a concert, conference or festival, whether occurring on public land or private.

WILDLIFE: Any undomesticated animal, including, but not limited to, elk, deer, sheep, lynx, skunks, magpies, crows, bears, raccoons, coyotes, beavers, porcupines, mountain lions, bobcats and foxes.

WILDLIFE-PROOF REFUSE CONTAINER: A container used for the storage of refuse that has been certified to be wildlife-proof by the Colorado division of wildlife, the U.S. park service, or the U.S. forest service. A container not so certified, is considered a wildlife-proof refuse container if it is fully enclosed, of sturdy construction, and includes a latching mechanism suitable to prevent wildlife from opening the container. Latching mechanisms shall allow a gap between the container lid of no more than one-half inch ( $\frac{1}{2}$ "). Latching mechanisms shall keep the lid closed in the event the container is turned on its side or upside down. Wildlife-proof refuse containers may include drain holes no larger than one inch (1") in any dimension.

#### Section 4. – Residential Refuse Disposal

A. All residential containers that receive refuse that may be considered an attractant must be secured inside the home or garage. Residents unable to keep their refuse container inside the home or garage shall store their refuse in a wildlife-proof refuse container or enclosure approved by the town of Keystone.

B. Residents with curbside pick-up shall place refuse containers at the curb, alley, or public right of way at or after six o'clock (6:00) A.M. on the morning of scheduled pick up. After pick-up, all containers must be removed from the curb, alley or public right of way by eight o'clock (8:00) P.M. on the same day.

C. Other household waste that cannot reasonably be considered "refuse" or an "attractant" as defined in this chapter, including, but not limited to: nonedible yard maintenance waste, household items, and cardboard, shall not require the use of wildlife-proof containers when not commingled with refuse or any other attractant.

D. Multi-family housing developments and other types of clustered residential housing, utilizing centralized refuse containers, must use a wildlife-proof dumpster enclosure for all refuse. The enclosure shall be kept closed in a secure manner except when refuse is being deposited.

E. Multi-family housing developments and other types of clustered residential housing, utilizing centralized refuse containers that cannot construct a dumpster enclosure may petition the Town Manager to allow the use of a wildlife-proof refuse container as an alternative.

F. Multi-family housing developments and other types of clustered residential housing may use wildlife-proof refuse containers that are smaller than one cubic yard in volume for day-to-day public use in addition to the required enclosure.

#### Section 5. – Commercial Refuse Disposal:

A. All refuse containers receiving refuse from commercial establishments and restaurants shall be secured in a dumpster enclosure.

B. If a commercial establishment cannot construct a dumpster enclosure, it may petition the Town Manager to allow the use of a wildlife-proof refuse container as an alternative.

C. Container lids and dumpster enclosure doors shall be kept closed and latched at all times except when loading or removing refuse or when the enclosure is being actively monitored. The area around the container or enclosure must be kept free from refuse at all times.

D. Commercial establishments may use wildlife-proof refuse containers that are smaller than one cubic yard in volume for day-to-day public use in addition to the required enclosure.

#### Section 6. – Special Event Refuse Disposal:

Outdoor special event sites shall be kept free from the accumulation of refuse. Refuse must be collected from the grounds at the close of each day's activities and shall be deposited into appropriate wildlife-proof containers or dumpster enclosures, as provided in this chapter, or shall be removed to an appropriate disposal site.

Section 7. – Construction Site refuse Disposal:

All construction sites must have a designated refuse container which receives "refuse" or attractants as defined by this chapter. This container shall be a wildlife-proof refuse container.

Section 8. – Maintenance and Operation of all Refuse Containers and Enclosures:

A. All refuse containers defined in this chapter shall be kept closed and secured when refuse is not being deposited. Any container which is overfilled so as to prevent a container's designed latching is not a wildlife resistant or wildlife-proof refuse container within the meaning of this chapter.

B. If a container or enclosure is damaged, allowing access by wildlife, repairs must be made within forty-eight (48) hours after written notification by town of Keystone personnel.

C. All enclosures defined in this ordinance shall keep all doors closed and latched at all times when the enclosure is not being actively accessed.

Section 9. - Compactors:

Trash compactors are compliant with this chapter when no refuse is exposed. Compactor doors must be kept closed at all times, except when loading or removing refuse and the area around the compactor must be kept clean of refuse and debris.

Section 10. – Feeding of Wildlife:

Intentional Or Unintentional: No person shall intentionally or unintentionally feed or provide food in any manner for wildlife on public or private property within the town of Keystone. A person will be considered to be in violation of this chapter if they leave or store any garbage, refuse or attractant in a manner which would create or does create a lure or enticement for wildlife.

Section 11. - Exceptions:

A. The following entities or actions are exempt from the requirements of this chapter:

1. Any individual, company or corporation that is duly licensed by the state of Colorado or is entitled under law to possess wildlife of any kind.

2. Any action that is officially sanctioned by the state of Colorado, federal agencies, or the town of Keystone that would require feeding, baiting, or luring of wildlife (i.e., capturing and tagging wildlife for relocation or scientific projects and study).

3. Bird feeders are allowed provided that, between April 1 and December 1 of each year, all bird feeders must be suspended on a cable or other device at a height above the ground or structure so as to be inaccessible to bears.

#### Section 12. - Enforcement:

A. Compliance with this chapter notwithstanding, the town of Keystone may issue a "notice of violation" and order any resident to purchase and use a wildlife-proof refuse container for all storage of refuse that is attractive to or edible by wildlife if the town receives a documented, substantiated report that any animal, whether wild or domestic, has entered into or removed refuse from a refuse container located on the property or placed at the property curbside for pick up. Such order shall:

1. State that a wildlife-proof container shall be obtained for the property within seven (7) days.

2. Shall be served either personally or by means of posting on the premises upon which the nuisance exists. If notice is served by posting, a copy of the notice shall also be mailed by certified mail, return receipt requested, to the owner of record of the property given to any town of Keystone or Summit County government office. If the identity of the resident is not known, the entity responsible for payment of the garbage removal services for the subject location will be held responsible for complying with this chapter and for any penalties assessed pursuant to the same.

#### Section 13. – Violations and Penalties; Penalty Assessment:

A. Second Notice Of Violation: Offenders who continue to violate this chapter or continue to fail in achieving timely compliance as set forth in any previous notice of

violation may be issued a second notice of violation, which shall be in the form of an administrative citation or summons. Such summons shall be subject to a graduated fine schedule as set forth below.

B. Penalties: Any person who or entity that is issued a citation or summons shall be punished as follows:

1. A fine to be set by resolution of the Town Council for a first offense.
2. A fine to be set by resolution of the Town Council for a second offense.
3. A third violation shall constitute a misdemeanor and will require a mandatory appearance in municipal court.

Section 14. – Violator’s Responsibility:

In addition to the penalties outlined in this Chapter, violators may be required to perform all necessary actions to remove or abate attractants of wildlife. This may include, but shall not be limited to: immediate clean-up of any refuse disturbed by wildlife, the removal of bird feeders or pet food, cleaning or appropriate storage of barbecue grills, additional storage requirements for refuse containers and/or the required use of Wildlife-proof Containers and/or Dumpster Enclosures.

Section 15. – Compliance Required and Time Period:

Any container required by this Chapter shall be brought into conformity with the provision of this Chapter by August 15, 2025.

Any enclosure required by this Chapter shall be brought into conformity with the provision of this Chapter by August 15, 2026. Upon application to the Town Manager, and showing hardship by an owner of an enclosure or container required hereunder, the Town Manager may grant an extension, for a reasonable period of time, with which to comply with the provision of this Chapter. If a party cannot provide an enclosure by the date required, it must provide a wildlife-proof container within the timeframe herein.



# TOWN OF KEYSTONE, COLORADO

## STAFF REPORT

TO: Mayor & Town Councilmembers  
THROUGH:  
FROM: John Crone, Town Manager  
DATE: March 11, 2025  
SUBJECT: Resolution 2025-08, Business Licensing Fees

---

### **Executive Summary:**

This resolution sets the business licensing fee schedule for July 1, 2025 - June 30, 2026.

### **Background:**

On February 25, 2025, the Town Council approved Ordinance 2025-O-04, establishing a business licensing program for the Town of Keystone. The ordinance stated that the fees for business licenses would be set by resolution.

In Colorado, fees may not be designed to raise revenue for the general expenses of government but must be set to reasonably defray the direct and indirect costs of providing a service or regulating an activity. The attached fee schedule sets fees that will reasonably help to defray the cost of regulating businesses in the Town.

### **Previous Council Actions:**

February 25, 2025 – Ordinance 2025-O-04 passed on second reading.

### **Financial Impacts:**

The proposed fee schedule will generate a negligible amount in annual fees.

## **Proposed Motions:**

If the Council is interested in creating a business licensing program, it may do so by approving the following motion: *I move to approve Resolution 2025-08, adopting a fee schedule for Town of Keystone business licenses.*

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 2025-08, adopting a fee schedule for Town of Keystone business licenses.*

**TOWN OF KEYSTONE  
SUMMIT COUNTY, COLORADO**

**RESOLUTION 2025-08**

**A RESOLUTION OF TOWN COUNCIL OF THE TOWN OF KEYSTONE,  
COLORADO, ADOPTING TOWN OF KEYSTONE BUSINESS LICENSE FEE  
SCHEDULE 2025-2026**

**WHEREAS**, the Town of Keystone, Colorado ("Town") is a home rule municipality, duly organized and existing under the laws of the state of Colorado; and

**WHEREAS**, the Town of Keystone Town Charter article 2.9 grants the Keystone Town Council the right to exercise all legislative powers and functions of municipal government; and

**WHEREAS**, the Town of Keystone Town Council adopted Ordinance 2025-O-05, the Business License Ordinance, which required the Town Council to set fees for such business licenses; and

**WHEREAS**, the Town of Keystone Town Council has found that the fee schedule attached hereto as exhibit A will reasonably defray the direct and indirect costs of regulating businesses.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF KEYSTONE, COLORADO:**

The Town of Keystone's Business License Fee Schedule attached to this resolution as Exhibit A is hereby adopted.

**ADOPTED by a vote of \_\_ in favor and \_\_ against, this 11<sup>th</sup> day of March 2025.**

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

ATTEST:

Approved as to Form:

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

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

**Exhibit A**

**Town of Keystone Business License Fee Schedule: 2025-26\***

<b>License Type:</b>	<b>Fee:</b>
Annual License	\$50.00
Peddler/ / Solicitor / Transient Vendor	\$25.00^

\* Town of Keystone Business Licenses annual validity from July 1, 2025, to June 30, 2026. Fees will not be prorated.

^ Peddler/ / Solicitor / Transient Vendor license fees shall not exceed \$50.00 for any single license holder over the course of the Town of Keystone Business Licenses annual validity as defined herein.

# TOWN OF KEYSTONE, COLORADO

## STAFF REPORT

TO: Mayor & Town Councilmembers  
THROUGH:  
FROM: John Crone, Town Manager  
DATE: March 11, 2025  
SUBJECT: Resolution 2025-09, Approving an Intergovernmental Agreement About the IMTPR

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### **Executive Summary:**

Approval of this resolution by Keystone will allow the Town of Keystone to fully participate in IMTPR decision-making.

### **Background:**

The Intermountain Transportation Planning Region (IMTPR) serves multiple purposes that, together, establish the foundation for regional decision-making related to the statewide transportation system. It is developed using community input, public feedback, and regional data. It allows the people of the Intermountain TPR to clearly communicate their needs and priorities for transportation to the Colorado Department of Transportation (CDOT) and the Colorado Transportation Commission, which simultaneously helps them understand what to expect from CDOT with regard to planning, funding, and completing projects in their area. The RTP is updated periodically to adjust for changes in travel behavior, transportation policy, and the transportation system over time.

The Intermountain Transportation Planning Region Commission (IMTPR) is a collaborative of local jurisdictions from Summit, Eagle, Garfield, Lake, and Pitkin counties that work in conjunction with CDOT to develop a regional transportation plan to be included as part of CDOT's state-wide transportation plan. The IMTPR works to identify regional plan recommendations and priority projects that include transportation

services, facilities, multimodal alternatives, safety, and fiscal needs that best align with available funds from CDOT. The IMTPR also considers expected environmental, social, and economic impacts of the transportation plan recommendations to provide for the transportation and environmental needs of the area in a safe and efficient manner.

Currently, IMTPR consists of Summit County, Eagle County, Lake County, Garfield County, and all of the incorporated cities and towns in those counties.

The attached IGA is being considered by all of the jurisdictions in the IMTPR. Its approval was delayed until the Transportation Commission made the decision to NOT change the TPR boundaries in the state. Even though Keystone was not identified in the previous IGA, the IMTPR board gave Keystone a full vote on all items. This IGA formalizes the Town's membership.

### **Alternatives:**

Not participate in the IMTPR decision-making process.

### **Financial Considerations:**

None

### **Previous Council Actions:**

May 24, 2025 – Designated a representative from the Town of Keystone.

### **Next Steps:**

Pass a motion approving the IMTPR IGA.

### **Suggested Motions:**

If the Council is interested in creating a business licensing program, it may do so by approving the following motion: *I move to approve Resolution 2025-09, Approving an Intergovernmental Agreement About the IMTPR.*

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 2025-09, Approving an Intergovernmental Agreement About the IMTPR.*

**Attachment:**

- Resolution 2025-09, Approving an IGA for the IMTPR
- Intergovernmental Agreement for the IMTPR

**TOWN OF KEYSTONE  
SUMMIT COUNTY, COLORADO**

**RESOLUTION 2025-09**

**A RESOLUTION OF TOWN COUNCIL OF THE TOWN OF KEYSTONE, COLORADO,  
APPROVING AN INTERGOVERNMENTAL AGREEMENT FOR THE  
INTERMOUNTAIN TRANSPORTATION PLANNING REGION**

**WHEREAS**, the Town of Keystone (“Town”) is a home rule municipality governed by the Keystone Home Rule Charter; and

**WHEREAS**, the State of Colorado Department of Transportation has established transportation planning regions; and

**WHEREAS**, the Town of Keystone desires to become an official voting member of the Intermountain Transportation Planning Region; and

**WHEREAS**, the Town Council finds it is in the best interest of the Town to join the intergovernmental agreement; and

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

Section 1. The Town Council approves the Intergovernmental Agreement (IGA) attached hereto as Exhibit A. The Town Council authorizes the Mayor to execute the IGA in substantially the form that is provided. The Town Manager is authorized to make any edits to the IGA based on the recommendations from the Town Attorney and the attorneys representing the members of the IMTPR.

Section 2. Effective Date. This Resolution shall take effect upon its approval by the Town Council.

**ADOPTED by a vote of \_\_ in favor and \_\_ against, this 11<sup>h</sup> day of March 2025.**



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

Kenneth D. Riley, Mayor

ATTEST:

Approved as to Form:

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

Town Clerk

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

Town Attorney

## **Exhibit A**

INTERGOVERNMENTAL AGREEMENT FOR A  
REGIONAL PLANNING COMMISSION FOR TRANSPORTATION PLANNING  
Intermountain Regional Planning Commission (IMRPC), representing the Intermountain  
Transportation Planning Region (IMTPR)

THIS AGREEMENT made this eighteenth day of April 2025 by and among the following  
local governments in the Intermountain Transportation Planning Region:

Eagle County  
Town of Avon  
Town of Eagle  
Town of Gypsum  
Town of Minturn  
Town of Red Cliff  
Town of Vail

Garfield County  
Town of Carbondale  
City of Glenwood Springs  
Town of New Castle  
Town of Parachute  
City of Rifle  
Town of Silt

Lake County  
City of Leadville

Pitkin County  
City of Aspen  
Town of Basalt  
Town of Snowmass Village

Summit County  
Town of Blue River  
Town of Breckenridge  
Town of Dillon  
Town of Frisco  
Town of Keystone  
Town of Montezuma  
Town of Silverthorne

CORE Transit  
Roaring Fork Transportation Authority (RFTA)

Participation in this agreement by each aforementioned party is made only upon execution of a Certificate of Participation.

This Agreement is thereby executed in multiple Certificates of Participation, each of which shall constitute an original, but all of which, taken together, shall constitute the same document.

WHEREAS, the parties to this Agreement have the authority pursuant to Article XIV, Section 18 of the Colorado Constitution and Section 29-1-201, et seq., Colorado Revised Statutes, to enter into intergovernmental agreements for the purpose of providing any service or performing any function which they can perform individually, and;

WHEREAS, Section 43-1-1101 C.R.S. recognizes Regional Planning Commissions as the proper forum for transportation planning, and;

WHEREAS, Section 43-1-1102(5) C.R.S. requires that Regional Planning Commissions formed for the purpose of transportation planning must be formed pursuant to Section 30-28-105 C.R.S., and;

WHEREAS, the parties to this Agreement desire to cooperate in developing and maintaining a long range Regional Transportation Plan, the purpose of which is to identify the mobility needs of the Intermountain Transportation Planning Region, and prepare a plan for addressing the needs, and;

WHEREAS, Section 43-1-1103 C.R.S. requires that any Regional Planning Commission formed for the purpose of transportation planning is responsible for regional transportation planning for said region, and;

WHEREAS, the Intermountain Transportation Planning Region, consisting of the areas within the counties of Eagle, Garfield, Lake, Pitkin, and Summit was designated in the Rules Governing Statewide Transportation Planning Process and Transportation Planning Regions (2 CCR 601-22) as adopted by the Transportation Commission of Colorado and effective April 18, 2025, and;

WHEREAS, the parties to this Agreement are governing bodies or officials having charge of public improvements within their jurisdictions in the Intermountain Transportation Planning Region.

NOW, THEREFORE, the parties hereby mutually agree as follows:

1. Designation of Regional Planning Commission. The parties to this Agreement shall have one representative each on the Regional Planning Commission for the Intermountain Transportation Planning Region.

2. Responsibilities of Regional Planning Commission. The Regional Planning Commission shall be responsible, in cooperation with the state and other governmental agencies, for carrying out necessary continuing, cooperative, and comprehensive transportation planning for the Intermountain Transportation Planning Region; for creating, amending, and updating Regional Transportation Plans pursuant to all applicable federal and state laws and rules or regulations including public participation provisions; for recommending the priority for any transportation improvements planned for the region; for abiding by the Regional Planning Commission Bylaws and for participating in the State Transportation Improvement Program development process. The Regional Planning Commission shall keep records of its resolutions, transactions, contractual undertakings, findings, and determinations, which shall be public records.

3. Chairperson and Officers. The Regional Planning Commission shall elect its Chairperson and Vice Chairperson, whose terms shall be two years, with eligibility for reelection. The Chairperson, or the Vice Chairperson, shall be the representative of the Intermountain Transportation Planning Region on the State Transportation Advisory Committee (STAC).

4. Contracting. The Regional Planning Commission may, with the consent of the parties to this Agreement, contract the services of other eligible individuals or entities to carry out all or any portion of the responsibilities assumed by the Regional Planning Commission under this Agreement.

5. Distribution of state or federal funds. The Regional Planning Commission may, through contracts or Memoranda of Agreement, receive and expend state or federal funds designated for regional transportation planning.

6. Meetings must be held at least quarterly and shall be open to the public. Notice of the meeting shall be provided to its members and Contact List and posted on the TPR website no less than one week prior to the meeting. If the meeting provides a virtual option, the meeting link will be included in the public notice.

7. Quorum and Voting. Each member is entitled to one vote, either in person or via email. A quorum is required and shall be as determined by the Bylaws of the Commission.

8. Meeting Minutes and Agendas. The Commission is responsible for recording minutes of its meetings and posting them publicly on its website. The Commission's Administrator and Chairperson are responsible for creating the meeting agenda. The meeting agenda shall be posted on the Commission's website and distributed to members and interested parties on its TPR Contact List.

9. Terms of this Agreement. This Agreement shall remain in full force and effect for so long as the parties to this Agreement consider necessary to complete and maintain Regional Transportation Plans for the Intermountain Transportation Planning Region and for periodic updates or amendments as may be required. Any party to this Agreement may, however, terminate its participation in this Agreement 60 days after providing written notice of such termination to the other parties of this Agreement. This Agreement may be

terminated at any time by agreement of all parties to this Agreement unless a grant contract is in effect with the State. In this case, the State must approve such termination and arrangements for completing the project.

10. Modification and Changes. The terms of this Agreement may be modified at any time by agreement of all parties to this Agreement.

CERTIFICATE OF PARTICIPATION  
IN THE INTERGOVERNMENTAL AGREEMENT FOR  
A REGIONAL PLANNING COMMISSION FOR TRANSPORTATION PLANNING

Intermountain Transportation Planning Region (IMTPR)

THIS is to certify that [Entity or Official's Name] has agreed to participate in this Intergovernmental Agreement for the Intermountain Regional Planning Commission.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first written above on page 1.

[Name, Title] [Entity Name]

ATTEST:

Date:

[Name, Title]

Seal:

Date: