



Keystone Town Council Work Session Agenda

The Keystone Town Council will have a Work Session on April 22, 2025, at 4:00 p.m.
at 1628 Sts. John Rd, Keystone, CO 80435.

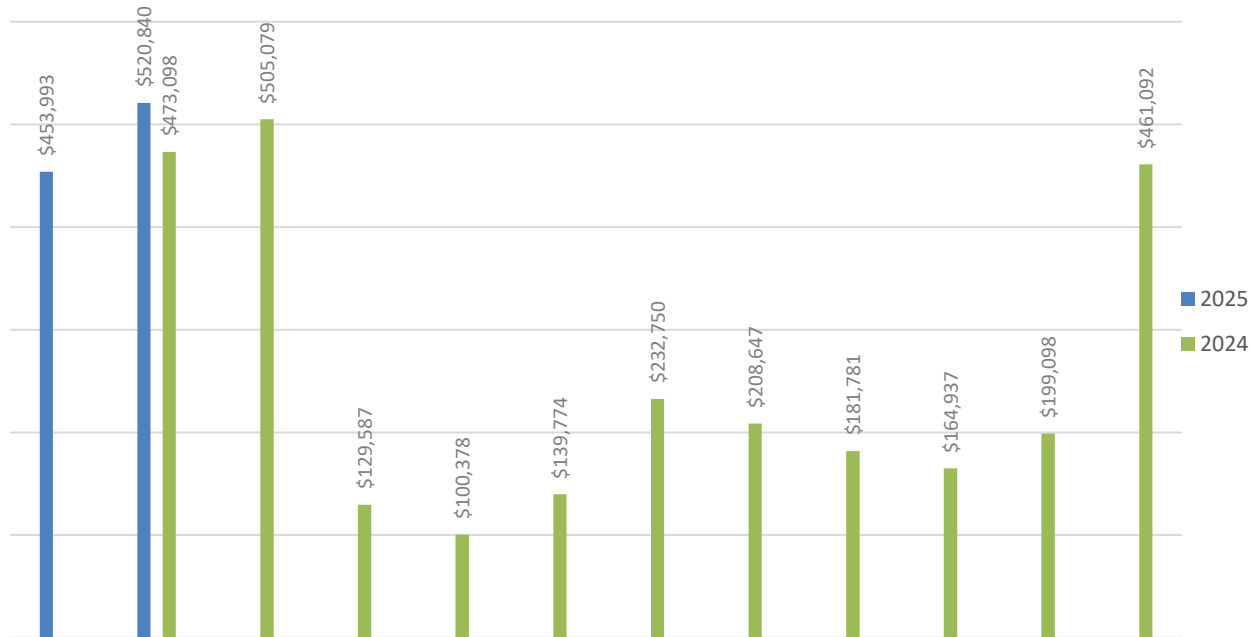
The Town of Keystone conducts hybrid meetings. This meeting will be held in person at Keystone Town Hall and will also be broadcast live over Teams. [Join the live broadcast available by computer here.](#) If you will need special assistance in order to attend any of the Town's public meetings, please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

- I. CALL TO ORDER, ROLL CALL**
- II. PUBLIC COMMENT PERIOD**
- III. DISCUSSION OF TOWN FINANCIALS**
- IV. DISCUSSION OF MUNICIPAL COURT IGA**
- V. DISCUSSION OF SHORT-TERM RENTALS**
- VI. DISCUSSION OF NOISE ORDINANCE**
- VII. DISCUSSION OF REFUSE CONTAINER GRANT PROGRAM**
- VIII. DISCUSSION OF ANIMAL CONTROL POLICY**
- IX. DISCUSSION OF BRIGHTWOOD SIDEWALK**
- X. DISCUSSION OF MANAGER/COUNCIL ISSUES**
- XI. ADJOURNMENT**



February tax revenues and March financials

SALES TAX REVENUE BY MONTH 2024-2025



February 2025 sales tax revenue increased by 10% compared to February 2024. Year-to-date collections now account for 28% of the 2025 budget with budget projections at 32%. February collections also rose by \$66,847 over January.

For comparison purposes, we used actual sales tax revenue for February. Since Keystone's share was prorated, our portion of the revenue was lower.

Sales Tax by Industry by Month from Feb 2024 to Feb 2025

\$600,000

\$500,000

\$400,000

\$300,000

\$200,000

\$100,000

\$-

Feb-24

Mar-24

Apr-24

May-24

Jun-24

Jul-24

Aug-24

Sep-24

Oct-24

Nov-24

Dec-24

Jan-25

Feb-25

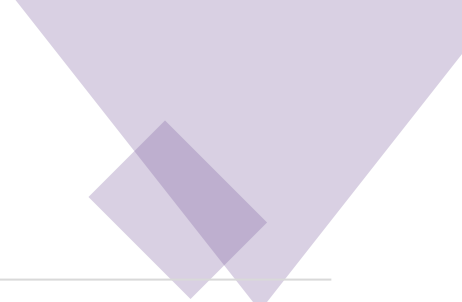
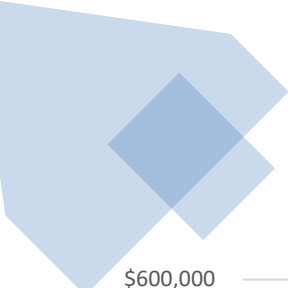
Lodging

Restaurants

Retail

Utilities

All Others





Sales Tax by Industry Highlights

Key Points

- February 2025 recorded the highest monthly revenue
- Sales tax is up 10% compared to February 2024.

Industry Insights

- Lodging continues to drive the majority of revenue, especially during winter months.
- Restaurants and retail remain steady secondary contributors.
- A spike in "All Others" in Nov 2024 is attributed to construction-related activity

Seasonal Trends

- Strongest months: January, February, March, December
- Slowest months: April through June

Summary

Keystone's sales tax revenue reflects a positive start to 2025, with lodging leading collections and seasonal patterns aligning with tourism peaks.

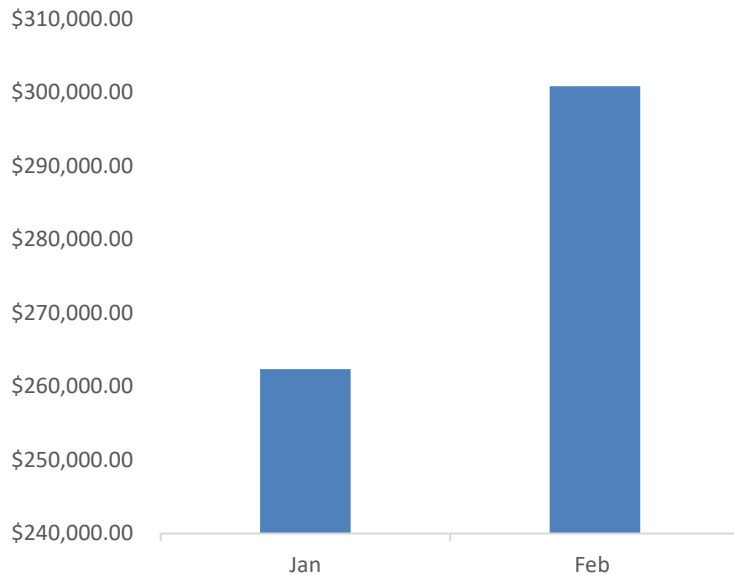
The Town of Keystone began collecting lodging tax in January 2025.

In just the first two months, we have collected approximately \$563,000, which represents 35% of the annual lodging tax budget of \$1.6 million.

February collections up 15% from January

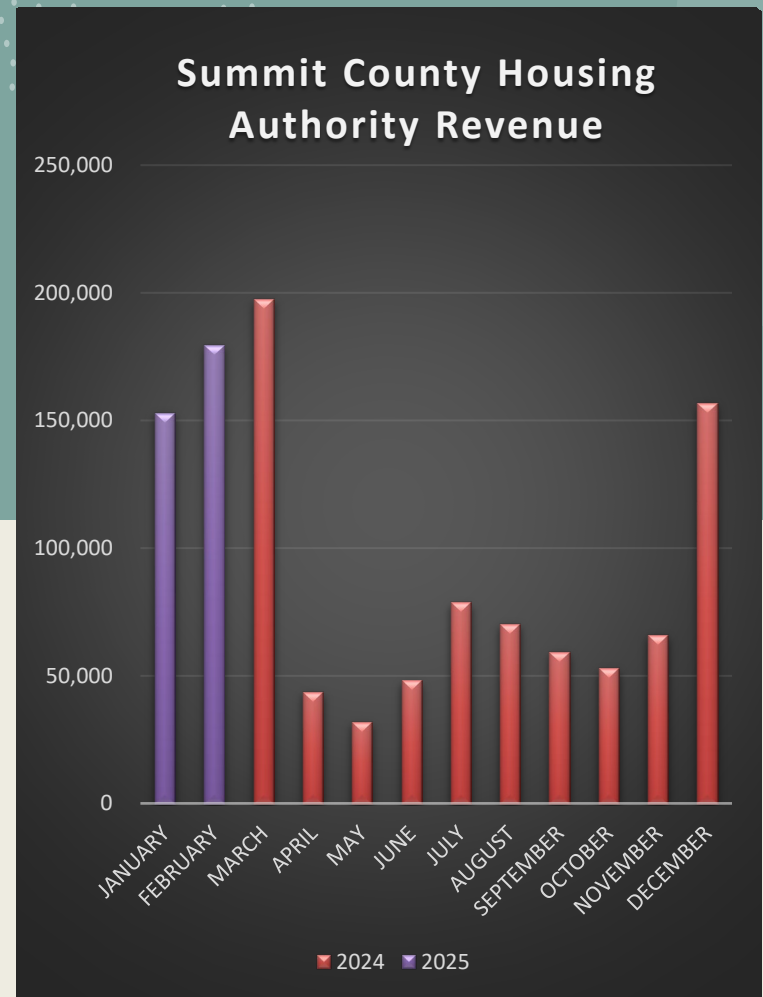
Funds are restricted for capital infrastructure projects, Highway 6 safety, and public safety.

2025 Lodging Tax Revenue



Monthly SCHA Contributions

The chart displays net Housing Authority revenues received by the Town. It's important to note that the Housing Authority retained a \$90,000 one-time IGA contribution in 2024. This amount was excluded from the revenue graph due to its one-time nature and to allow for accurate year-to-date comparisons. This treatment aligns with GASB standards, as the Town did not have control over the retained funds, and they are not recorded as expenditures in the financials.



	F	G	H	I	J	L	M	N	P
1	Town of Keystone								
2	Statement of Financial Position			4/16/25		Printed:		4/16/25	
3	As of Dates Indicated								
4	Preliminary - Subject to Change								
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	2024	March 31, 2025				
	Combined Funds	General Fund	Housing Fund	Conserv Trust Fund	Lodging Tax Fund	All Funds Combined
ASSETS						
Investment Acct - Colotrust	1,701,273	1,884,653	783,366	0	565,386	3,233,405
Operating - FirstBank	172,888	390,421				390,421
Total Cash in Bank	1,874,161	2,275,074	783,366	0	565,386	3,623,826
Sales Tax Receivable	660,190	1,071,351				1,071,351
Other Tax Receivable	2,227	41,311				41,311
Accounts Receivable	222,516	0	407,976	0	0	407,976
Interfund & Other Receivables	35,106	188				188
Prepaid Expenses	5,467	1,464				1,464
Office Space Security Deposit	4,900	4,900				4,900
Loan Receivable - Down Pmt Assist	0		93,382			93,382
Interest Receivable on Loan - DPA	0		0			0
Buildings, Property and Equipment	0	0	0	0	0	0
Accumulated Depreciation on Assets	0	0				0
TOTAL ASSETS	2,804,567	3,394,288	1,284,723	0	565,386	5,244,397
LIABILITIES, DEFERRED INFLOWS AND FUND EQUITY						
Accounts Payable	135,507	211,361	0	0	0	211,361
Payroll Liabilities	2,186	2,598	0	0	0	2,598
Wages Payable	0	0				0
Due to Summit County (Sales Tax Advance)	0	0				0
Misc Liabiliies	6,263	6,263				6,263
CommDev Compliance Deposit		442,085				442,085
Clearing Account	(28)	0				0
TOTAL LIABILITIES	143,928	662,307	0	0	0	662,307
DEFERRED INFLOWS						
Deferred Revenue	0	0				0
TOTAL DEFERRED INFLOWS	0	0	0	0	0	0
FUND EQUITY						
Invested in Capital Assets, Net	0	0	93,382			93,382
Amount to be Provided for Debt Repayment	0	0				0
Fund Balance - General Fund	1,943,033	2,731,981				2,731,981
Fund Balance - Workforce Housing	717,605		1,191,342			1,191,342
Fund Balance - Conservation Trust	0			0		0
Fund Balance - Lodging Tax					565,386	565,386
TOTAL FUND EQUITY	2,660,638	2,731,981	1,284,723	0	565,386	4,582,091
TOTAL LIABILITIES, DEFERRED INFLOWS AND FUND EQUITY	2,804,567	3,394,288	1,284,723	0	565,386	5,244,397
No assurance provided on these financial statements; substantially all disclosures required by GAAP omitted.	=	=	=	=	=	=

	E	F	H	I	J	K	L	M	N	O
2		Town of Keystone								Printed: 4/16/25
3		Statement of Revenues, Expenses and Preliminary								Preliminary
4		Actual, Budget and Forecast for the Periods Indicated								
5		Modified Accrual Basis		2025 ANNUAL			2025 Year to Date			
6				Approved	Amended		3 Months	3 Months		
7		Pre-audit	Approved	Amended		Variance	Ended	Ended	Variance	
8		2024	2025	2025	2025	Favorable	3/31/25	3/31/25	Favorable	
9		Preliminary	Budget	Budget	Forecast	(Unfavor)	Actual	Budget	(Unfavor)	
10		GENERAL FUND								
11		Revenues								
12		Sales Tax (2 mos estimated)	2,682,678	3,440,698	3,440,698	3,440,698	0	1,525,344	1,548,314	(22,970)
13		Other Tax Revenue	-				-			
14		Highway Users Tax Fund	0	66,612	66,612	66,612	0	0	0	0
15		Cigarette Tax	8,815	7,115	7,115	7,115	0	1,171	1,779	(608)
16		Nicotine Tax	0	83,315	83,315	83,315	0	0	20,829	(20,829)
17		Road and Bridges Tax	80,122	103,774	103,774	103,774	0	40,094	25,944	14,151
18		Specific Ownership Tax	0	34,723	34,723	0	(34,723)	0	8,681	(8,681)
19		Auto Ownership Tax	0	13,657	13,657	2,984	(10,673)	746	3,414	(2,668)
20		Other Tax Revenue	0			0	0	0	0	0
21										
22		Total Other Tax Revenue	88,938	309,196	309,196	263,800	(45,396)	42,012	60,646	(18,635)
23		Fees								
24		Building Permits	62,085	40,641	40,641	40,641	0	11,581	10,160	1,421
25		Comm Dev Reimbursable Costs	0	20,000	20,000	20,000	0	0	5,000	(5,000)
26		Franchise Fees	0	1,500	1,500	1,500	0	0	375	(375)
27										
28			62,085	62,141	62,141	62,141	0	11,581	15,535	(3,954)
29		Licenses								
30		Business Licenses	0	34,000	34,000	34,000	0	0	0	0
31		Short Term Rentals	514,240	547,150	547,150	547,150	0	44,745	41,425	3,320
32		Liquor Licenses	4,349	1,750	1,750	1,750	0	1,128	438	690
33		Tobacco Licenses	800	0	0	0	0	0	0	0
34										
35			519,389	582,900	582,900	582,900	0	45,873	41,863	4,010
36		Fines								
37		Municipal Court Fines	0	40,000	40,000	40,000	0	0	0	0
38		Code Enforcement Fines	0	5,000	5,000	5,000	0	0	0	0
39		Court Reimbursable Costs	0	19,382	19,382	19,382	0	0	0	0
40										
41			0	64,382	64,382	64,382	0	0	0	0
42		Other Income								
43		Grants	80,513	215,000	215,000	215,000	0	0	53,750	(53,750)
44		Interest on Taxes	0				0	0	0	0
45		Interest on Investments	17,527	68,000	68,000	68,000	0	17,055	17,000	55
46		Admin Miscellaneous Income	85	0	0	0	0	190	0	190
47										
48			98,125	283,000	283,000	283,000	0	17,245	70,750	(53,505)
49										
50		Total Revenue	3,451,214	4,742,317	4,742,317	4,696,921	(45,396)	1,642,054	1,737,108	(95,054)
51										
52		Expenditures								
53		Employee Benefits & Taxes								
54		401 A Match	36,345	67,515	67,515	67,515	0	15,384	15,580	196
55		457 Match	6,573	25,318	25,318	25,318	0	3,922	5,843	1,921
56		Flexible Spending Account (FSA)	1,200	12,000	12,000	900	11,100	225	3,000	2,775
57		Wellness Reimbursement	8,645	17,500	17,500	17,500	0	4,271	4,038	(232)
58		Health Insurance Premiums	63,627	120,360	120,360	120,360	0	43,297	30,090	(13,207)
59		Health Ins Employee Contributions	(11,841)	0	0	0	0	(8,445)	0	8,445
60		Workers Comp Insurance Premiums	12,288	12,375	12,375	12,375	0	416	3,094	2,678
61		COL and Merit Raises	0	40,548	40,548	40,548	0	0	10,137	10,137
62		Payroll Taxes	12,386	40,137	40,137	40,137	0	7,185	10,034	2,849
63										
64										
65										
66										
67		Total Employee Benefits & Taxes	129,222	335,753	335,753	324,653	11,100	66,255	81,816	15,562

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6		Pre-audit	Approved	Approved			3 Months	3 Months		
7		2024	2025	Amended	2025	Variance	Ended	Ended	Variance	
8		Preliminary	Budget	Budget	Forecast	Favorable	3/31/25	3/31/25	Favorable	
9						(Unfavor)	Actual	Budget	(Unfavor)	
68	General Expenditures All Departments									
69	Telephone	2,410	3,168	3,168	3,168	0	632	792	160	
70	Office Lease	50,900	196,158	196,158	196,158	0	19,974	14,700	(5,274)	
71	Office Building Maintenance	1,350	3,504	3,504	3,504	0	0	876	876	
72	Office Supplies	8,823	5,000	5,000	5,000	0	3,020	1,250	(1,770)	
73	Prof Services/Membership Fees	16,606	17,000	17,000	17,000	0	6,034	4,250	(1,784)	
74	Dues and Subscriptions	1,782	7,000	7,000	7,000	0	12,309	6,000	(6,309)	
75	Training	6,052	14,011	14,011	14,011	0	4,127	3,503	(624)	
76	Travel/Meals/Ldging	7,300	14,011	14,011	14,011	0	194	3,503	3,309	
77	Uniforms/Clothing	4,105	5,000	5,000	5,000	0	278	0	(278)	
78	Insurance	3,104	7,500	7,500	7,500	0	2,338	1,875	(463)	
79	Bank and Misc Fees	100	0	0	0	0	76	0	(76)	
80	IT/Technology	34,253	60,000	60,000	60,000	0	12,318	15,000	2,682	
81	Website	542	0	0	0	0	4,030	0	(4,030)	
82	Equipment Repairs/Leases	0	7,589	7,589	7,589	0	0	1,897	1,897	
83										
84	Total Gen Exp All Departments	137,327	339,942	339,942	339,942	0	65,330	53,646	(11,684)	
85										
86	Mayor and Town Council									
87	Mayor Wages	10,477	12,000	12,000	12,000	0	2,783	2,769	(14)	
88	Council Wages	30,645	36,000	36,000	36,000	0	8,349	8,308	(42)	
89	Cell Phone AllowTown Council	5,344	6,300	6,300	6,300	0	1,575	1,575	0	
90										
91		46,465	54,300	54,300	54,300	0	12,707	12,652	(55)	
92										
93	Community Support Town Council	0	100,000	100,000	100,000	0	31,963	31,963	0	
94	Travel and Training	0	5,000	5,000	5,000	0	0	1,250	1,250	
95	Misc Expense Town Council	5,697	1,401	1,401	1,401	0	4,112	350	(3,761)	
96	Total Mayor and Town Council	52,162	160,701	160,701	160,701	0	48,782	46,216	(2,567)	
97										
98	Administration Services									
99	Town Manager Wages	102,542	178,200	178,200	178,200	0	38,077	41,123	3,046	
100	Administrative Wages	144,560	185,240	185,240	185,240	0	44,030	42,748	(1,282)	
103	Cell Phone Administration	1,858	2,700	2,700	2,700	0	675	675	0	
104	Keystone Housing Administration	12,500	18,000	18,000	18,000	0	4,500	4,500	0	
105		261,460	384,140	384,140	384,140	0	87,282	89,046	1,763	
106										
107	Postage	11	2,919	2,919	2,919	0	58	730	672	
108	Printing	965	4,000	4,000	4,000	0	294	1,000	706	
109	Community Engagement	22,054	20,000	20,000	20,000	0	3,602	5,000	1,398	
110	Local Travel	102	2,919	2,919	2,919	0	38	730	691	
111	Elections	7,750	0	0	0	0	0	0	0	
112	Town Attorney Contract	144,825	150,000	150,000	150,000	0	32,335	37,500	5,165	
113	Smoking Cessation (fr Nicotine Tax)	0	27,000	27,000	27,000	0	0	6,750	6,750	
114	Payroll Contract (Paylocity)	7,904	9,900	9,900	9,900	0	3,174	2,475	(699)	
115	Accounting Contract (M&W)	52,763	10,000	10,000	22,000	(12,000)	13,038	2,500	(10,538)	
116	Annual Audit Contract	0	19,266	19,266	19,266	0	0	0	0	
117	Short Term Rental Contract Support	86,250	120,264	120,264	120,264	0	15,625	15,625	0	
118	Miscellaneous Administrative Expense	10	15,000	15,000	15,000	0	146	3,750	3,604	
119										
120	Total Administrative Services	584,094	765,407	765,407	777,407	(12,000)	155,592	165,105	9,513	
121										
122	Finance Department									
123	Finance Department Wages	0	127,000	127,000	127,000	0	21,004	29,308	8,304	
124	Cell Phone Finance	0	900	900	900	0	188	225	38	
125	Keystone Housing Finance	0	6,000	6,000	6,000	0	1,250	1,500	250	
126										
127		0	133,900	133,900	133,900	0	22,441	31,033	8,591	
128										
129	Communications / Postage	0	2,000	2,000	2,000	0	0	500	500	
130	Computer Services	0	18,000	18,000	18,000	0	0	0	0	
131	Miscellaneous Expense	0	4,009	4,009	4,009	0	0	0	0	
132	Total Finance Department	0	157,909	157,909	157,909	0	22,441	31,533	9,091	
133										

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7		Pre-audit	Approved	2025	2025	Variance	Ended	Ended	Variance	
8		2024	2025	2025	2025	Favorable	3/31/25	3/31/25	Favorable	
9		Preliminary	Budget	Budget	Forecast	(Unfavor)	Actual	Budget	(Unfavor)	
134		Community Development								
135		Community Development Wages	148,009	241,729	241,729	241,729	0	56,190	55,784	(407)
138		Cell Phone Comm Dev	926	1,800	1,800	1,800	0	450	450	0
139		Keystone Housing Incentive Comm	6,500	12,000	12,000	12,000	0	3,000	3,000	0
140										
141			155,435	255,529	255,529	255,529	0	59,640	59,234	(407)
142		Building Permit/Inspections	483	0	0	0	0	0	0	0
143		GIS	0	9,341	9,341	9,341	0	0	2,335	2,335
144		Professional Services (Contracted)	0	20,000	20,000	20,000	0	0	5,000	5,000
145		Planning Supplies/Printing	710	5,838	5,838	5,838	0	50	1,460	1,410
146		Local Travel	0	5,838	5,838	5,838	0	0	1,460	1,460
147		Communications	365	0	0	0	0	0	0	0
148		Miscellaneous Comm Dev Expense	0	2,500	2,500	2,500	0	0	625	625
149										
150		Total Community Develop	156,993	299,046	299,046	299,046	0	59,690	70,113	10,422
151										
152		Public Works								
153		Public Works Wages	29,307	93,409	93,409	93,409	0	21,867	21,556	(311)
154		Cell Phone Public Works	225	900	900	900	0	225	225	0
155		Keystone Housing Public Works	1,750	6,000	6,000	6,000	0	1,500	1,500	0
156										
157			31,282	100,309	100,309	100,309	0	23,592	23,281	(311)
158		Communications	0	0	0	0	0	0	0	0
159		Engineer Consultant	0	11,000	11,000	11,000	0	0	2,750	2,750
160		Planning and Printing Supplies	0	2,500	2,500	2,500	0	0	625	625
161		Road Maint/Snow Plowing Contract	-					-		
162		Loveland Pass Village	0	22,800	22,800	22,800	0	0	5,700	5,700
163		Keystone Roads- Currently County Maint	13,621	86,000	86,000	86,000	0	28,798	21,500	(7,298)
164		Roads not County Maintained	8,890	96,967	96,967	96,967	0	11,675	24,242	12,567
165		Asphalt Crack Seal	6,400	0	0	0	0	0	0	0
166		Noxious Weed Control	0	17,514	17,514	17,514	0	0	0	0
167		Other Maintenance	2,802	40,866	40,866	40,866	0	81	10,217	10,136
168		Total Road Maintenance/Snow Plowing	31,713	264,147	264,147	264,147	0	40,554	61,658	21,104
169										
170		Trail Maintenance	0	60,000	50,000	50,000	0	0	0	0
171		Signage	224	15,500	15,500	15,500	0	0	0	0
172		Engineering Services	4,267	30,000	30,000	30,000	0	0	7,500	7,500
173		Miscellaneous Public Works Expense	130	19,000	19,000	19,000	0	0	4,750	4,750
174										
175		Total Public Works Expenses	67,616	502,456	492,456	492,456	0	64,147	100,564	36,418
176										
177		Public Safety								
178		Communications	18,141	33,394	33,394	33,394	0	5,901	8,348	2,448
179		Law Enforcement Contract Support	115,288	556,414	556,414	556,414	0	311,939	139,104	(172,836)
187		Animal Control	4,189	3,923	3,923	3,923	0	1,047	1,571	524
188		Miscellaneous Public Safety Exp	0	0	0	0	0	0	0	0
189										
190		Total Public Safety Expenses	137,618	593,731	593,731	593,731	0	318,887	149,023	(169,864)
191										
192		Municipal Court								
193		Judge	0	7,589	7,589	7,589	0	0	0	0
194		Prosecutor	0	11,209	11,209	11,209	0	0	0	0
195		Miscellaneous Exp Municipal Court	0	584	584	584	0	0	0	0
196										
197		Total Court Expenses	0	19,382	19,382	19,382	0	0	0	0
198										

	E	F	H	I	J	K	L	M	N	O
2	Town of Keystone									Printed: 4/16/25
3	Statement of Revenues, Expenses and Preliminary									Preliminary
4	Actual, Budget and Forecast for the Periods Indicated									
5	Modified Accrual Basis		2025 ANNUAL				2025 Year to Date			
6		Pre-audit	Approved	Approved			3 Months	3 Months		
7		2024	2025	Amended	2025	Variance	Ended	Ended	Variance	
8		Preliminary	Budget	Budget	Forecast	Favorable	3/31/25	3/31/25	Favorable	
9						(Unfavor)	Actual	Budget	(Unfavor)	
199	Capital and Non-Routine Projects									
200	Repayment for Incorporation Costs	148,013				0	0	0	0	
201	Summit County fee for Cash advance	5,000				0	0	0	0	
202	Office Set Up-Furniture, Supplies and	0	45,500	45,500	45,500	0	0	0	0	
203	Facility Modifications	0				0	0	0	0	
204	Staff Hiring Expense	544	1,200	1,200	1,200	0	0	0	0	
205	Start Up Consultant Support (Clerk/Cd	0				0	0	0	0	
206	IT-Infrastructure/Software/Computers/	16,288	89,000	89,000	89,000	0	0	0	0	
207	Website	0	30,000	30,000	30,000	0	0	0	0	
208	Town Signage	0	4,000	4,000	4,000	0	0	0	0	
209	Interim Town Manager (\$150/hr, 10 w	67,890	0	0	0	0	0	0	0	
210	Engineering Assessment Town Mainta	0	8,000	8,000	8,000	0	0	0	0	
211	Flood Plain Plan	0	15,000	15,000	15,000	0	0	0	0	
212	Trails and Open Space Master Plan	0	30,000	30,000	30,000	0	0	0	0	
213	Comprehensive Use Plan	5,414	100,000	100,000	100,000	0	51,862	52,000	138	
214	Strategic Plan	0	60,000	60,000	60,000	0	0	0	0	
215	2 Police Vehicles and equipment	0	0	0	0	0	0	0	0	
216	Vehicle and equipment	0	70,000	70,000	70,000	0	0	0	0	
217	Buildings	0				0	0	0	0	
218										
219	Total Capital and Non-Routine Exp	243,149	452,700	452,700	452,700	0	51,862	52,000	138	
220										
221	Economic Development									
222	Economic Development and Marketin	0	100,000	100,000	100,000	0	120	25,000	24,880	
223										
224	Total Economic Development Expense	0	100,000	100,000	100,000	0	120	25,000	24,880	
225										
226	Total Operating Expenditures	1,508,181	3,727,028	3,717,028	3,717,928	(900)	853,106	775,016	(78,090)	
227										
228	Total Revenue (from above)	3,451,214	4,742,317	4,742,317	4,696,921	(45,396)	1,642,054	1,737,108	(95,054)	
229										
230	Operating Surplus (Deficit)	1,943,033	1,015,289	1,025,289	978,993	(46,296)	788,948	962,092	(173,144)	
232	Other Sources (Uses)									
234	Transfer fr Workforce Housing	0				0	0	0	0	
235	Transfer fr Conservation Trust	0				0	0	0	0	
236	Transfer fr Lodging Tax	0				0	0	0	0	
237	Summit County Adv - Sales Tax	1,400,000	0	0	0	0	0	0	0	
238	Summit County Adv - Repayment	(1,400,000)	0	0	0	0	0	0	0	
239										
240	Total Other Sources (Uses)	0	0	0	0	0	0	0	0	
241										
242	Beginning Fund Balance - General	0	1,102,678	1,102,678	1,943,033	840,355	1,943,033	1,102,678	840,355	
243										
244	Ending Fund Balance - General	1,943,033	2,117,967	2,127,967	2,922,027	794,059	2,731,981	2,064,770	667,211	
245		=	=	=	=	=	=	=	=	
246	Components of General Fund Bal									
247	TABOR Restricted Funds	103,536	111,811	111,511	140,908		25,593	0		
248	Unrestricted Funds	1,839,497	2,006,157	2,016,456	2,781,119		2,706,388	2,064,770		
249		1,943,033	2,117,967	2,127,967	2,922,027		2,731,981	2,064,770		
250										

	E	F	H	I	J	K	L	M	N	O
2	Town of Keystone									Printed: 4/16/25
3	Statement of Revenues, Expenses and Preliminary									Preliminary
4	Actual, Budget and Forecast for the Periods Indicated									
5	Modified Accrual Basis		2025 ANNUAL				2025 Year to Date			
6				Approved			3 Months	3 Months		
7		Pre-audit	Approved	Amended		Variance	Ended	Ended	Variance	
8		2024	2025	2025	2025	Favorable	3/31/25	3/31/25	Favorable	
9		Preliminary	Budget	Budget	Forecast	(Unfavor)	Actual	Budget	(Unfavor)	
251	RESTRICTED FUNDS									
282	Workforce Housing Fund									
283	Revenue and Other Financing Sources									
285	Revenue 5A (17.2%) 2 mos Est.	122,870	226,361	226,361	226,361	0	96,465	101,862	(5,397)	
286	Revenue 6B (82.8%) 2 mos Est	591,491	1,089,689	1,089,689	1,089,689	0	464,378	490,360	(25,982)	
287	DPA Loan Interest	0				0	0	0	0	
288	Interest Income on Taxes	3,344	49,850	49,850	49,850	0	6,275	12,463	(6,187)	
289	Total Revenues	717,705	1,365,900	1,365,900	1,365,900	0	567,118	604,685	(37,567)	
290										
291	Expenditures									
292	Housing Authority Fees	100	58,929	58,929	0	58,929	0	14,732	14,732	
293	Land Purchase	0	600,000	600,000	600,000	0	0	0	0	
294	Professional Services	0	150,000	150,000	150,000	0	0	0	0	
295	Down Payment Assistance	0		100,000	100,000	0	93,382	100,000	6,618	
296	DPA Loan Principal Payment (contra)	0				0	0	0	0	
297	Transfer to General Fund	0	0	0	0	0	0	0	0	
298										
299	Total Expenditures	100	808,929	908,929	850,000	58,929	93,382	114,732	21,350	
300										
301	Surplus after other sources (uses)	717,605	556,971	456,971	515,900	58,929	473,736	489,953	(16,217)	
302										
303	Fund bal - Beginning Housing Fund	0	895,592	895,592	717,605	(177,987)	717,605	895,592	(177,987)	
304	Fund bal - Ending Housing Fund	717,605	1,452,563	1,352,563	1,233,505	(119,057)	1,191,342	1,385,545	(194,203)	
305	= = = = = = = = =									
306	Conservation Trust Fund									
307	Revenue and Other Financing Sources									
308	Conservation Trust Revenue	0	12,920	12,920	0	(12,920)	0	3,230	(3,230)	
309	Interest Income	0			0	0	0	0	0	
310	Total Revenues	0	12,920	12,920	0	(12,920)	0	3,230	(3,230)	
311										
312	Expenditures									
313	Conservation Trust Expenses	0	0	0	0	0	0	0	0	
314	Transfer to General Fund	0	0	0	0	0	0	0	0	
315										
316	Total Expenditures	0	0	0	0	0	0	0	0	
317										
318	Surplus after other sources / uses	0	12,920	12,920	0	(12,920)	0	3,230	(3,230)	
319										
320	Fund bal - Begin Cons Trust Fnd	0	12,920	12,920	0	(12,920)	0	12,920	12,920	
321	Fund bal - Ending Cons Trust Fnd	0	25,840	25,840	0	(25,840)	0	16,150	(16,150)	
322	= = = = = = = = =									
323	Lodging Tax									
324	Revenue and Other Financing Sources									
325	Lodging Tax	0	1,600,000	1,600,000	1,600,000	0	563,177	720,000	(156,823)	
326	Interest Income		32,000	32,000	32,000	0	2,209	8,000	(5,791)	
327										
328	Total Revenues	0	1,632,000	1,632,000	1,632,000	0	565,386	728,000	(162,614)	
329										
330	Expenditures									
331	Police Services	0	200,000	200,000	200,000	0	0	50,000	50,000	
332	Police Capital Equipment	0	250,000	250,000	250,000	0	0	62,500	62,500	
333	Misc. Public Safety Expenses	0	15,000	15,000	15,000	0	0	3,750	3,750	
334	Road Construction / Repaving	0	400,000	400,000	400,000	0	0	100,000	100,000	
335	Trail Construction / Repaving	0	80,000	80,000	80,000	0	0	20,000	20,000	
336	Engineering / Design Services	0	250,000	250,000	250,000	0	0	62,500	62,500	
337	Transfer to (from) General Fund	0	0	0	0	0	0	0	0	
338										
339	Total Lodging Tax Expenitures	0	1,195,000	1,195,000	1,195,000	0	0	298,750	298,750	
340										
341	Surplus after other sources / uses	0	437,000	437,000	437,000	0	565,386	429,250	136,136	
342										
343	FUND BALANCE - Beginning Lodge Tax	0	0	0	0	0	0	0	0	
344	FUND BALANCE - Ending Lodge Tax	0	437,000	437,000	437,000	0	565,386	429,250	136,136	
345	= = = = = = = = =									

TOWN OF KEYSTONE, COLORADO

STAFF REPORT

TO: Mayor & Town Councilmembers
THROUGH: John Crone, Town Manager
FROM: Jennifer Madsen, Town Attorney
DATE: April 22, 2025
SUBJECT: Discussion of draft Intergovernmental Agreement with the
Town of Silverthorne and Town of Dillon for a Combined
Silverthorne-Dillon-Keystone Municipal Court

Executive Summary:

Pursuant to Section 8.1 of the Home Rule Charter and Colorado law, the Town is required to establish a municipal court of record that has jurisdiction to hear and determine all cases arising under the Charter and the Ordinances. The Town Council is to provide a suitable place and proper supplies and functioning.

This staff report provides a detailed summary of the Second Amended Intergovernmental Agreement for Municipal Court Services (Second Amended Court IGA) between the Towns of Keystone, Silverthorne, and Dillon for a combined municipal court. The combined municipal court is for the purposes of efficiency in conducting and operating a municipal court. Currently, Silverthorne and Dillon are parties to an IGA for a combined court and Keystone would join that IGA.

The Second Amended Court IGA is scheduled for approval by the Town of Silverthorne Town Council on April 23. The Silverthorne Town Council discussed the Second Amended Court IGA at their April 9 work session.

Background:

Prior to 2004, Silverthorne and Dillon operated independent municipal court. In 2004, Silverthorne and Dillon entered into an intergovernmental agreement for the operation of a joint municipal court of record under Article 10 of Title 13, C.R.S. (“2004 Municipal Court IGA”). By agreement of Silverthorne and Dillon, the 2004 Municipal Court IGA was superseded and replaced by a 2013 intergovernmental agreement for the joint operation of the municipal court (“2013 Municipal Court IGA”).

On February 8, 2024, the Town of Keystone incorporated as a home rule municipality. On February 1, 2025, Keystone and Dillon entered into an intergovernmental agreement for a single law enforcement agency. Keystone has a need to establish a municipal court of record. Pursuant to C.R.S. § 13-10-110(3), the Parties may cooperate or contract to provide joint court facilities and supplies and such joint facilities may be located outside of any or all of the contracting governments.

Overview of the Municipal Court IGA:

1. Establishment of the Combined Municipal Court

- The agreement replaces the 2013 Court IGA and forms the Combined Silverthorne-Dillon-Keystone Municipal Court.
- A single municipal judge will preside over cases for all three towns. Town Council will need to appoint the municipal judge pursuant to Home Rule Charter Section 8.1 by resolution or ordinance. Ordinance 2025-O-01 also addresses appointment of the municipal court judge.
- A municipal court clerk, hired by Silverthorne, will oversee court operations pursuant to Colorado law.

2. Court Operations

- Citations and Summonses
 - Dillon-Keystone Police Department issues citations under Dillon and Keystone’s respective municipal codes and submits the citations to the combined municipal court.
 - All cases will be heard at Silverthorne Town Hall.
- Prosecution

- A single prosecutor, under Silverthorne's Town Attorney, will handle cases. If any party removes the prosecutor or amounts a different prosecutor, the IGA will be terminated with respect to that party.
- Court Appearances
 - Dillon-Keystone police officers must appear in court when required.
- Fines and Penalties
 - Revenue from fines and penalties returns to the town where the violation occurred. **Costs are assessed against defendants for appearance in court. Defendants are assessed an administrative cost of \$80 for appearing in court and court costs of \$30 when the defendant sees the Judge. These costs are also returned to the towns.**

3. Financial Arrangements

- Fixed Costs
 - Include judge salary, prosecutor fees, and court supplies.
 - Dillon will pay 52% of the total fixed costs based on historical case volume.
 - Keystone's payment of fixed costs 2025, 2026, and 2027 calendar years will be determined after data is collected on the number of court cases for Keystone is compared to the total court cases for those three years. Keystone.
- Per-Ticket Costs
 - Dillon and Keystone each pay \$95.39 per ticket processed.
 - Adjustments to per-ticket costs will be made annually based on actual expenses.
- Additional Costs
 - The Towns must cover any unique expenses related to its cases, such as jail fees. Dillon and Keystone will also pay an administrative rate for time spent responding to court record requests submitted for their respective court case files. This administrative fee will be determined along with the fixed cost and per-ticket cost.

4. Term and Termination

- Initial term: May 1, 2025 – December 31, 2025.
- Automatic renewal for one-year periods unless a party provides 60-day notice to withdraw.
- Immediate termination if a party removes or appoints a different municipal judge.

5. Legal and Administrative Provisions

- Each town retains ownership of its court records but must coordinate storage with Silverthorne.
- Annual budget appropriations govern financial commitments (no multi-year debt obligation).
- Indemnification and Insurance
 - Each town must indemnify and defend the others for any legal claims related to their performance.
 - Required to maintain sufficient insurance coverage.
- Applicable Law
 - Governed by Colorado law, with disputes settled in Summit County District Court.

This agreement streamlines municipal court services for all three towns while ensuring equitable cost-sharing, efficient administration, and compliance with Colorado law.

Recommendation for Adoption:

Staff recommends moving forward with the approval of this IGA with the Towns of Silverthorne and Dillon, as it offers a strategic and cost-effective approach to operation of the municipal court.

Attachment:

- Second Amended and Restated IGA Combined Silverthorne-Dillon-Keystone Municipal Court

SECOND AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT FOR MUNICIPAL COURT SERVICES

This Second Amended Intergovernmental Agreement for Municipal Court Services ("Second Amended Court IGA"), is entered into as of the day of May 1, 2025, by and between the Town of Silverthorne, Colorado ("Silverthorne"), the Town of Dillon, Colorado ("Dillon"), and the Town of Keystone, Colorado ("Keystone") together referred to herein as the Parties. Each municipality may also be referred to as "Town."

RECITALS

A. The Parties have the authority to enter into this intergovernmental agreement pursuant to Article XIV Section 18 of the Colorado Constitution and Section 29-1-201, et seq., C.R.S.

B. Prior to 2004, Silverthorne and Dillon operated independent municipal courts.

C. In 2004, Silverthorne and Dillon entered into an intergovernmental agreement for the operation of a joint municipal court of record under Article 10 of Title 13, C.R.S. ("2004 Municipal Court IGA").

D. By agreement of Silverthorne and Dillon, the 2004 Municipal Court IGA was superseded and replaced by a 2013 intergovernmental agreement for the joint operation of the municipal court ("2013 Municipal Court IGA").

E. On February 8, 2024, the Town of Keystone incorporated as a home rule municipality.

F. On February 1, 2025, Keystone and Dillon entered into an intergovernmental agreement for a single law enforcement agency.

G. Keystone has a need to establish a municipal court of record.

H. Pursuant to C.R.S. § 13-10-110(3), the Parties may cooperate or contract to provide joint court facilities and supplies and such joint facilities may be located outside of any or all of the contracting governments.

I. The Town Council of the Town of Keystone desires to join the intergovernmental agreement for the joint operation of the municipal court with Dillon and Silverthorne.

J. Silverthorne and Dillon agree that it is in their best interest to operate a single municipal court with Keystone.

NOW THEREFORE in consideration of the premises, the mutual promises,

covenants and considerations contained herein, the sufficiency of which are acknowledged and confessed, the Parties agree as follows:

1. The 2013 Municipal Court IGA Superseded.

The 2013 Municipal Court IGA is hereby superseded and replaced in its entirety by this Second Amended Court IGA.

2. Combined Silverthorne-Dillon-Keystone Municipal Court Established.

- a. Combined Silverthorne-Dillon-Keystone Municipal Court: This Second Amended Court IGA establishes the Combined Silverthorne-Dillon-Keystone Municipal Court.
- b. Municipal Judge: The Parties agree that a single municipal court judge shall serve the Combined Silverthorne-Dillon-Keystone Municipal Court. The Parties further acknowledge that their respective governing bodies may be required, pursuant to their home rule charters or ordinances, to appoint the municipal court judge. In the event that any Party removes the judge or appoints a different judge, this Second Amended Court IGA shall terminate with respect to that Party. The Parties may collaborate and appoint a single relief judge.
- c. Dillon Municipal Ordinance Offenses: Officers of the Dillon-Keystone police department shall write citations and summonses for violations of the Dillon Town Code, including its model traffic code, on forms provided by Dillon for this purpose. Such forms may continue to refer to the Dillon municipal court, but the court address and appearance time shall be modified to reflect the fact that the offenses will be heard at the location of the Silverthorne municipal court in the Silverthorne Town Hall.
- d. Keystone Municipal Ordinance Offenses. Officers of the Dillon-Keystone police department shall write citations and summonses for violations of the Town of Keystone ordinances and the Keystone Town Code, including its model traffic code. The citation forms will refer to the Combined Silverthorne-Dillon-Keystone Municipal Court. Keystone code enforcement may also write citations for violations of the Town of Keystone ordinances and the Keystone Town Code into the Combined Silverthorne-Dillon-Keystone Municipal Court.
- e. Municipal Court Clerk. The Parties agree that Silverthorne shall have the responsibility for hiring the Municipal Court Clerk, who shall serve as the Municipal Court Clerk for the Combined Silverthorne, Dillon, and Keystone Municipal Court. The Municipal Court Clerk shall oversee operations consistent with the

requirements of Colorado law for municipal court operations.

- f. Date, Time, and Location of Court Hearings. Citations and summonses issued by the Parties shall be scheduled for hearing at the date, time, and location determined by the Municipal Court Clerk. Unless otherwise specified, all hearings shall be held in the Town Council Chambers at Silverthorne Town Hall, located at 601 Center Circle, Silverthorne, Colorado.
- g. Prosecution of Cases. A single municipal court prosecutor, acting under the supervision of the Silverthorne Town Attorney, shall be responsible for prosecuting all summonses and citations filed in the Combined Silverthorne-Dillon-Keystone Municipal Court. The prosecutor shall have full discretion and authority to prosecute, amend, dismiss, or enter into agreements for deferred prosecution or judgment in all such cases. In the event that any Party removes the prosecutor or appoints a different prosecutor, this Second Amended Court IGA shall terminate with respect to that Party.
- h. Court Appearances. Dillon-Keystone police officers shall appear in court as needed or by subpoena and shall cooperate with the municipal court prosecutor in connection with incidents, arrests, and other summonses issued which affect the work of the court as it relates to Dillon or Keystone citations and summonses.
- i. Fines and Costs. All fines, costs, and other charges levied or imposed by the municipal court judge shall be remitted to the town from which the citation or summons was issued.
- j. Administration. The Town of Silverthorne shall be responsible for the administration of the combined municipal court. The Parties agree to cooperate through their respective administrative staffs to establish procedures necessary to coordinate their separate activities and effectively implement this Second Amended Court IGA.

3. Financial Arrangements.

Dillon and Keystone shall pay Silverthorne on a monthly basis, in arrears, for the costs of operating the combined municipal court, as follows:

- a. Fixed Costs. The Parties agree that fixed costs for operation of the combined municipal court include: Municipal Court judge salary, prosecutor fees and related supplies and interpreter services. Dillon and Keystone shall pay to Silverthorne on a monthly basis that percentage of the Fixed Costs which equal the percentage of Dillon court cases compared to total court cases during the previous three years, adjusted annually commencing on January 1, 2026.

Currently that percentage is agreed to be 52%. As an example, for 2022-2024, Dillon's number of docket items averaged 52% of total cases. Therefore, if the fixed cost is estimated to be \$69,000 in 2025, then Dillon would have paid a fixed monthly amount in 2025 of \$2,999.45/month or \$35,880 ($\$69,000 \times 0.52$) for 2025. Keystone's payment of fixed costs for 2025, 2026, and 2027 calendar years will be determined after data is collected on the number of court cases for Keystone is compared to the total court cases for those three years. Keystone is not required to make fixed cost payments until this data is collected and a determination is made.

- b. Per Ticket Costs: The Parties acknowledge that the per-ticket monthly processing cost includes all expenses incurred by Silverthorne in processing, administering, collecting, and remitting payments related to each ticket or citation. These costs encompass court staff time and associated administrative expenses required to process fines collected. Currently, the municipal court processes approximately 1,073 tickets per year, with an estimated per-ticket cost of \$95.39. Dillon and Keystone shall remit to Silverthorne the amount of \$95.39 for each ticket processed in the Combined Silverthorne-Dillon-Keystone Municipal Court. On or before February 1, 2026, and annually thereafter, Silverthorne shall review and adjust the per-ticket cost based on actual expenditures and the number of tickets allocated to each jurisdiction to reflect the true cost of processing for the preceding budget year. Silverthorne shall provide written notice of the revised per-ticket cost to Dillon and Keystone.
- c. On or before February 1 of each calendar year, Silverthorne shall perform the calculation required to determine the new rate for Fixed costs and Per ticket costs, as set out in subsections a and b above and shall inform Dillon and Keystone of the new rates for that year. Attached hereto as **Exhibit 1** is an example calculation.
- d. Unrelated Direct Costs. Dillon and Keystone will also be responsible to pay Silverthorne for any direct related costs related to their own tickets/citations. This includes expenses like jail fees or cost for cases handled outside of the regular scheduled monthly court date. Dillon and Keystone will also pay an administrative rate for time spent responding to court record requests submitted for their respective court case files. This administrative fee will be determined along with the fixed cost and per-ticket cost.
- e. Receipts. All fines, penalties, and other charges levied or imposed upon defendants by the Municipal Court Judge shall be remitted to the Party from which the citation or summons was issued. The Municipal Court Clerk shall be responsible for ensuring that all

monies received for Dillon and Keystone municipal offenses are remitted to each respective jurisdiction on a monthly basis.

4. Term.

This Second Amended Court IGA shall take effect on May 1, 2025 and shall remain in effect until December 31, 2025. This Second Amended Court IGA shall automatically renew for additional one-year periods, without limitation, unless: (1) either Party notifies the other, in writing, of its decision not to renew the Second Amended Court IGA for the ensuing year, by written notification at least 60 days prior to the annual expiration date, or (2) upon termination by either party as permitted in Section 5.

5. Termination.

Any Party may terminate this Second Amended Court IGA, with or without cause, by providing sixty (60) days' prior written notice to the other Parties. If one Party removes or fails to appoint the same individual as the municipal court judge or if one Party removes or fails to appoint the same individual as the municipal court prosecutor, this Second Amended Court IGA shall terminate immediately without notice. Upon termination, all Municipal Court equipment and materials shall remain the property of Silverthorne, except for materials specifically prepared for Dillon or Keystone.

6. Subject to Annual Appropriation.

The Parties acknowledge that their obligations under this Agreement are subject to annual appropriation by the governing body of each respective 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 or a mandatory charge or requirement against either party in any ensuing fiscal year beyond the current fiscal year

7. Records.

The records related to each Party's court proceedings shall remain the sole property of the respective Party. While such records may be stored at Silverthorne's facilities during the term of this Agreement, Dillon and Keystone shall have the right to access and review their respective records upon providing reasonable notice to Silverthorne. Upon termination of this Agreement, all records belonging to Dillon and Keystone shall be transferred to them in a legally compliant manner. The Parties agree to cooperate in identifying and implementing long-term storage solutions for court records, if necessary.

8. Notices.

Except as otherwise provided herein, all notices permitted or required under this Second Amended Court IGA shall be in writing, signed by the Party giving notice, and shall be deemed properly given when: (a) deposited in the United States mail, first-class postage prepaid; (b) personally delivered to the other Party at its then-current Town Hall address; or (c) sent via email to an official email address designated by the receiving Party. Each Party may update its mailing or email address for notices by providing written notice to the other Party.

9. Applicable Law and Venue.

This Second Amended Court IGA shall be interpreted in all respects in accordance with the laws of the State of Colorado. Venue for any court proceedings related to this Second Amended Court IGA shall be proper and exclusive in the District Court for Summit County, Colorado.

10. Entire Agreement.

This Second Amended Court IGA constitutes the entire agreement and understanding between the Parties with respect to the subject matter herein and supersedes all prior agreements, representations, and understandings, whether written or oral. No modification or amendment of this Second Amended Court IGA shall be effective unless set forth in a written instrument duly authorized and executed by all Parties.

11. Approval; Binding Effect.

Pursuant to C.R.S. § 29-1-203(1), this Second Amended Court IGA shall not take effect unless and until it has been duly approved by the governing bodies of both Silverthorne, Dillon, and Keystone. Upon such approval, this Second Amended Court IGA shall be binding upon and shall inure to the benefit of the Parties, as well as their respective successor governing bodies.

12. Indemnification and Insurance.

To the extent permitted by the Colorado Constitution and applicable statutes, each Party shall indemnify, defend, and hold harmless the other Parties from and against any and all claims, causes of action, damages, liabilities, costs, and expenses, including reasonable attorneys' fees, arising out of or related to that Party's performance of its obligations under this Second Amended Court IGA. Nothing in this Second Amended Court IGA shall be construed as a waiver of any protections, immunities, or limitations of liability afforded to either Party under the Colorado Governmental Immunity Act, § 24-10-101, et seq., C.R.S., or any other applicable statutory or common law immunity.

Each Party shall obtain and maintain the types, forms, and coverage(s) of

insurance deemed to be sufficient to meet or exceed its minimum statutory and legal obligations arising under this Second Amended Court IGA. Either party's failure to obtain and continuously maintain policies of insurance shall not limit, prevent, preclude, excuse or modify any liability, claims, demands or other obligations of such Party arising from performance or non-performance of this Second Amended Court IGA.

13. Authority.

The individuals executing this Second Amended Court IGA represent that they are expressly authorized to enter into this Second Amended Court IGA on behalf of the relevant Party and bind their respective entities.

SIGNATURES ON THE FOLLOWING PAGES

TOWN OF SILVERTHORNE, COLORADO

By: _____
Mayor

ATTEST:

APPROVED AS TO FORM:

By: _____
Town Clerk

By: _____
For Town Attorney's Office

TOWN OF DILLON, COLORADO

By: _____

Mayor

ATTEST:

APPROVED AS TO FORM:

By: _____

Town Clerk

By: _____

For Town Attorney's Office

TOWN OF KEYSTONE, COLORADO

By: _____
Mayor

ATTEST:

APPROVED AS TO FORM:

By: _____
Town Clerk

By: _____
For Town Attorney's Office

2025 Dillon Court Fee Calculation

Cost Allocation Based on 2024 Actual Court Dept. Expenditures and 2025 Budget

Fixed Court Costs:

	Silverthorne Docket #'s		Dillon Docket #'s		Total
2022	61	37%	104	63%	165
2023	94	44%	119	56%	213
2024	155	57%	115	43%	270
Total Docket #s	310	48%	338	52%	648
3-yr average	103	48%	113	52%	216

2025 Budget Fixed Court Costs Allocation

Silverthorne	\$	33,012	48%	
Dillon		35,993	52%	\$ 2,999.45 Per Month Fixed Costs
Total Fixed Costs	\$	69,005		

Per Ticket Cost :

	# of Silverthorne Tickets		# of Dillon Tickets		Total
2022	437	41%	724	59%	1,161
2023	534	38%	498	62%	1,032
2024	516	50%	510	50%	1,026
Total Docket #s	1,487	46%	1,732	54%	3,219
3-yr average	496	46%	577	54%	1,073

2025 Budget Per Ticket Cost Calculation

Staff Budget \$ 102,352

Cost per Ticket \$ 95.39 Based on the 3-year Average of 1073 tickets

Fixed Costs-Annual \$ 35,993

Per Ticket Cost-Estimate \$ 55,071 \$95.39/ticket and 577 tickets/year

Total Estimated annual cost for Dillon: \$ 91,065 *Note: does not include Keystone tickets-volume unknown!*

TOWN OF KEYSTONE, COLORADO

STAFF REPORT

TO: Mayor & Town Councilmembers
THROUGH: John Crone, Town Manager
FROM: Madeleine Sielu, Town Clerk
DATE: April 22, 2025 – Town Council Work Session
SUBJECT: Short-Term Rental 2024-2025 Winter Season Report

Executive Summary:

When the Town Council originally enacted the Short-Term Rental regulations prior to the 2024-2025 season, they expressed the desire to receive significant community input and feedback after year one's implementations to determine if additional changes to the regulations should be made. Based on the proposed launch date for the 2025-2026 renewal process, staff have developed a proposed outreach plan that would allow for implementation of proposed changes prior to the renewal period.

This item is meant to provide an update for Town Council on Short-Term Rental licensing and enforcement activities within the Town of Keystone this season.

Licensing:

As of April 18, 2025, there are 1,948 active Short-Term Rental licenses within the Town of Keystone. Staff just met with BlueVector AI for the implementation of "phase 2" of the licensing program development. During the 2024 renewal period, Town staff focused on cleaning up data received from Summit County and making sure that all Short-Term Rental properties renewed their licenses.

The licensing system currently allows both property management companies and property owners to create user profiles that allow them to register and maintain information about their Short-Term Rental licenses. For existing licenses, all of the data fields provided last year are in the system and will be utilized to pre-fill the appropriate license application fields. On average, this process took users 5-7 minutes last year, once they had access to

the system. Most challenges observed from the staff's perspective in this licensing renewal process were related to licensees gaining initial access to the system. Users needed to register for accounts with the same e-mail address previously used by Summit County. Staff are hoping this part of the process will be clearer this year, since all current licenses have their user accounts set up. This year's application will include additional fields requesting posted unit number/address, as well as incorporating information about how listings are posted and sales tax information (to assist in the administration of the lodging tax).

Currently, approving an STR application takes between 7 and 15 minutes of staff time per application. This time will naturally decrease as our data sets get cleaner making processing renewals quicker. Staff are looking at additional ways to improve the time it takes to approve a license.

For phase 2 of the licensing program, staff are currently working on the following system improvements:

- Developing an inline editing feature for property management companies, allowing for easier bulk renewals; and
- Clarifying the data model between application and license data; and
- Incorporating regular updates between the Summit County Assessor's data and the system database to help improve data accuracy; and
- Implementing automatic validation criteria to speed up the licensing approval process.

Another key improvement being developed with our licensing system is the public search functionality. The public search capabilities are currently not indexed in a way that is compatible with day-to-day use. Improving this functionality, may have direct impacts on the ability for people to more accurately provide complaints with informed information about the process.

Enforcement:

Since the implementation of the hotline, the Town has received a total of 53 hotline phone calls and reports 34 unique incidents. Staff have provided a corresponding chart with

information about each of these incidents, the corresponding details, and how the concern was or was not addressed.

During this first season, the hotline has provided staff with insight on some common issues and the difficulties related to enforcement. For parking plans, staff are considering requesting parking diagrams to assist with the licensing process moving forward. Noise complaints are often not providing specific enough information, and it is difficult to determine whether general noise complaints are connected to the hotline.

Currently, staff have focused on the requirement for the responsible agent to affirmatively respond to the hotline/staff within one hour of receiving the complaint to address the issue. This is the most standard metric that staff can utilize to follow up on. If Town Council wishes to continue utilizing a hotline, staff would like to work on refinements with Deckard on how to best route the “three follow up calls” included in the premium package.

There were several lessons learned in working with Deckard about how the Town of Keystone is unique. For hotline operators to appropriately find units and their contact information, staff have had to work on developing additional scripts as well as additional data refinement.

In relation to the STR identification software provided by Deckard, which helps identify listings online and estimated revenue. The software is generally effective, however, staff have not had a lot of time to do proactive enforcement initiatives with this data in year one. If the system licensing improvements are effective, this will free up additional staff time to focus on this more in future years.

Next Steps:

Staff are hosting listening sessions on Short-Term Rental regulations, licensing, enforcement, and any other feedback throughout April and May.

Remaining listening sessions:

- Tuesday, April 29th, 2025: 1:00 p.m. – 2:30 p.m.
- Monday, May 5th, 2025: 9:00 a.m. – 10:30 a.m.

- Wednesday, May 14th, 2025, 6:00 p.m. – 8:00 p.m.

Staff expect to provide Town Council with an update on recommendations and feedback received at these sessions on May 27, 2025, at the Town Council Work Session.

Attachment:

- STR Complaint Log

	Complai	Source	Complaint	Supplied Address	Complaint Description	Complaint Resolution
					Issue #1	
2024-10-02 5:03 AM	3	Call Center	Parking	16 Sanctuary Ln None Dillon CO us 80435	tenants keep parking in front of his garage and blocking them, he has taking pictures, already tried to handle it directly but did not work.	Property was contacted and responded to the hotline w/in 1 hour.
2024-10-02 5:03 AM	4	Call Center	Parking	16 Sanctuary Ln None Dillon CO us 80435	tenants keep parking in front of his garage and blocking them, he has taking pictures, already tried to handle it directly but did not work.	Property was contacted and responded to the hotline w/in 1 hour.
2024-10-02 5:03 AM	5	Call Center	Parking	16 Sanctuary Ln None Dillon CO us 80435	tenants keep parking in front of his garage and blocking their driveways,, he has taking pictures, already tried to handle it directly but did not work.	Property was contacted and responded to the hotline w/in 1 hour.
2024-10-05 8:47 AM	6	Complaint Portal/Onl	Parking	16 SANCTUARY LN KEYSTONE CO 80435	Renters are parked in clearly signed owner parking. Please have this resolved immediately as there is no parking for owners at this point.	Property was contacted and responded to the hotline w/in 1 hour.
2024-10-05 1:51 AM	7	Call Center	Parking	16 century Ln None Dillon CO us 80435	parking issues they are blocking the street	Property not found in database. (address not reported/heard correctly by hotline agent)
Resolution/Recap:	Current STR regulations only dictate the number of parking spaces. The parking plans we transferred from Summit County didn't include parking diagrams. This makes enforcement of many parking concerns reported difficult to enforce from an STR code perspective. This property has spaces in the driveway of the unit that have the possibility to block a driveway next door. I talked with the HOA & property management company (responsible agent) following the incident to talk about strategies for encouraging renters to park in the correct space. Town could consider adding language to the regulations related to location of parking and require submission of parking diagram.					
					Issue #2	
2024-10-12 4:10 PM	8	Complaint Portal	Parking	0102 ELK CROSSING LN	Blue Subaru parked in street which is against HOA rules and this is a posted no parking road as it is a county road.	Property was contacted and responded to the hotline w/in 1 hour.
Resolution/Recap:	Received feedback from complainant that the online process does not provide as much back and forth/responsiveness as the hotline.					
					Issue #3	
2024-10-12 5:44 PM	9	Complaint Portal	Parking	031 RIVER OVERLOOK CT DILLON CO 80435	Four cars parked in street in violation of STR, HOA rules and posted no parking on county roads.	Property was contacted and responded to the hotline w/in 1 hour.
Resolution/Recap:	Current STR regulations only dictate the number of parking spaces, not the location of parking. (Same Complainant as above)					
Issue #4	Received feedback from complainant that the online process does not provide as much back and forth/responsiveness as the hotline.					
					Issue #4	
2024-10-24 3:26 PM	10	Complaint Portal	Parking	16 SANCTUARY LN KEYSTONE CO 80435	Renter is parked in a no parking area that is clearly marked that is impeding access to my garage and pre vents me from exiting and entering my garage safely.	Property was not contacted by hotline, see note.
2024-11-11 9:01 AM	11	Complaint Portal	Parking	16 SANCTUARY LN KEYSTONE CO 80435	Renters of this unit are parking in a posted no parking location that impedes access to my unit and my garage. The vehicle was parked all day and overnight in this location which prevents access to my garage.	Property was not contacted by hotline, see note.
2024-11-11 1:08 AM	12	Call Center	Parking	16 Sanctuary Ln None Dillon CO us 80435	Cars blocking other driveways	Property was contacted and responded to the hotline w/in 1 hour.
2024-11-11 1:32 AM	13	Call Center	Parking	16 sanctuary Ln None Dillon CO us 80435	Parking violation, they are blocking a garage and parking driveways.	Property was contacted and responded to the hotline w/in 1 hour.
2024-11-12 4:22 PM	14	Complaint Portal	Parking	16 SANCTUARY LN KEYSTONE CO 80435	Renters are parking in a posted no parking area that is preventing me from accessing my garage and unit safely	Property was not contacted by hotline, see note.
Resolution/Recap	Left message with complainant about this circumstance and indicated the difficulties with enforcement related to this issue, however, they could call the hotline and it would result in the hotline calling the responsible agent. Note: Issue identified with the syncing between the hotline and the complaint form. Worked with Deckard to identify issue and solve problem on December 2, 2024.					
					Issue #5	

				<p>There appears to be a problem with the Summit County (SC) Colorado Short Term Rental License, STR24-R-00089 for 90 Potentilla LN, Keystone, Colorado 80435. This townhome is inside the Town of Keystone, yet it has a new Short Term Rental License from the Summit County of Colorado. Please inform the owner and manager and revoke the SC STR license. Please redirect them to the Town Of Keystone STR license website.</p> <p>Specifically, I noticed that the summit county website (downloaded PDF) https://cms3.revize.com/revize/summitcoco/Documents/Services/Community%20Development/Short%20Term%20Rentals/Active%20and%20Pending%20STR%20Licenses/Active%20and%20Pending%20STR%20Licenses%2011.12.24.pdf shows: Active and Pending STR Licenses 11.12.24 Parcel Number Registration Number Registered Address Registered Unit Number Max Occupancy Parking Spot Permit Expiry Date License Type Zoning District Status ... 1000831 STR24-R-00089 90 Potentilla LN, Keystone, Colorado 80435, US 8 2 2025-09-30 11:59 PM RESORT Active</p>
2024-11-12 7:21 PM	15 Complaint Portal	Illegal Ren90 POTENTILLA LN KEYSTONE CO 80435		
Resolution/Recap:	This was an issue with Summit County's registration. This property had an active Keystone license. I forwarded this on to Summit County, so they were aware that this license was with us.			
				Issue #6
2024-11-13 6:02 AM	16 Complaint Portal	Parking	18 SANCTUARY LN KEYSTONE CO 80435	Parked in a no park zone again. Can't get in my garage.
				Tenant has parked in a posted no parking area overnight that is preventing me from accessing my unit and Garage. This is now my fifth complaint without receiving any follow up.
2024-11-13 6:26 AM	17 Complaint Portal	Parking	16 SANCTUARY LN KEYSTONE CO 80435	
Resolution/Recap:	Continued syncing issue between Deckard online and phone reporting system. Problem was not addressed by hotline operators. Same unit as issue #1 & #4.			
				Issue #7
				Bags and boxes of trash in the yard. One of the renters was outside and he told me the pick up was supposed to have been Friday, he talked to the management company yesterday evening, and he was told it would be picked up first thing Saturday, today. It was when we talked and nothing had been picked up. The garbage can was also full. The the rental group is consists of a ski team 12 teenagers and two or three adults. the crows have bent into the trash and have been spreading it
2024-11-16 3:14 PM	18 Complaint Portal	Trash	137 RASOR DR DILLON CO 80435	Hotline and online complaint form were not syncing. Hotline agent didn't call. Property manager was contacted by Town staff and received written warning regarding trash.

					Proper ty manag er was contac ted by Town staff and receiv ed warnin g regard ing trash.
Resolution/Recap:	Issue #8				
2024-11-30 11:12 AM	19 Complaint Portal	Parking	007 Golden Rod cir	Parking on private property (HOA land). Parking is only allowed in garages or paved driveway.	
Resolution/Recap:	Current STR regulations only dictate the number of parking spaces, not the location of parking.				
	Issue #9				
2024-12-01 1:37 AM	Complaint Portal	Noise	18 Sanctuary Lane	136AM 12/1/24 excessive noise	Hotline and online complaint form were not syncing. Town staff called to follow up the next business day.
Resolution/Recap:	Hotline and online complaint form were not syncing. Town staff called to follow up the next business day.				
	Issue #10				
2024-11-28 8:16 AM	21 Call Center	Noise	22300 US-6 1726	1729 Dillon CO us 80435	really loud noise neihgbor could hear the voices Hello! I also called the hotline today and have reference number 61246925. But I feel better about documenting via this form as well. I am filing a noise complaint regarding unit 1726 in Lenawee condos, 22300 US Hwy 6, for Thursday Nov 28. My unit is below with shared walls between our stairs. We do occasionally hear some footsteps from the stairs in the past, but this time we heard loud voices and multiple groups of people, through the night until around midnight. It was loud enough that my family and kids couldn't fall asleep.
2024-12-01 5:31 PM	22 Complaint Portal	Noise	22300 US HIGHWAY 6 # 1726	DILLON CO 80435	Property not found in database based on address provided. Hotline agent called Town staff and staff contacted responsible agent.
Resolution/Recap:	Staff called the property management company to notify the renters to quiet down.				
	Issue #11				
2024-12-10 4:58 PM	23 Call Center	Other	140 Ida Belle Dr 8309	Dillon CO us 80435	locked out of their unit and cant get in their key car stopped working
Resolution/Recap:	Caller directed to call responsible agent to be let into building. (provided with RA number)				
	Issue #12				
2024-12-13 4:53 AM	24 Call Center	Noise	1211 keystone rd unit 2759	3er level Dillon CO us	Way too loud late at night Couldn't find exact address match in the system. Hotline agent called town staff and staff contacted responsible agent.
Resolution/Recap:	Couldn't find exact address match in the system. Hotline agent called town staff and staff contacted responsible agent.				
	Issue #13				
2024-12-21 1:20 PM	25 Call Center	Noise	22300 us highway 6 unit 1726	None Dillon CO us 80435	Property not found in database. Hotline agent called town staff and staff contacted responsible agent.
Resolution/Recap:	This unit has a unique numbering sequence as it has two numbers on the door. 1726 & 1729. Provided follow up to the hotline operators about the context of this unit and why it is difficult to track in the system.				
	Not complaint (contact request)				

2024-12-22 8:57 PM	26 Complaint Portal	Other	22300 US HIGHWAY 6	Hello! I am the board president at Lenawee Condominiums at 22300 US Highway 6, Keystone, CO. This submission is not for a complaint. I would like to know if the STR reports submit to Town of Keystone can also be reported for our condo property to our association board? Our board would also like to understand what units may be causing STR issues and we can try to resolve via policy enforcement. Please let me know! J	
Resolution/Recap:	Town staff set up a meeting with requestor to discuss recurring issues in Lenawee, including the recurrent noise complaints in the unit above.				
	Issue #14				
	Parked car in front of building doors. I checked the parking pass from SCMR in the car windshield. Also attached a picture of the car.				
12/27/2024 15:58	27 Complaint Portal	Noise, Par 22300 US HIGHWAY 6 # 1726 DILLON CO 80435	Also the unit rents to large crowds, and the unit does not have proper sound mitigation in the floors and stairs. Its noisy! Their combined unit sits over 4 units below it and needs to install sound dampening flooring and stairs.		
			Feedback on noise was generalized, not speaking to a specific occurrence.		
			Complaint related to parking could not be definitively linked to one unit/license number. Picture forwarded to SCMR and they sent notice to renters in the building regarding parking concern. (Same unit as issue #13 and issue #10)		
2024-12-28 1:53 PM	28 Call Center	Noise	22300 highway 6 Unit 1726 None Dillon CO us 80435	Issue #15	
				Resolution/Recap:	No details provided related to noise, so hotline agent did not contact responsible agent.
					Issue #16
2024-12-29 3:04 PM	29 Call Center	Noise	23034 us higway 6 unit 301 None Dillon CO us 805 old kid runiing , and scream at neighbours	Issue #17	
				Resolution/Recap: Issue #17	Unit number was not found by hotline agent due to formatting of building number. Town staff out of office. No follow up occurred during this time period.
					Issue #17
2024-12-30 3:09 PM	30 Call Center		22300 US-6 1726 Dillon CO us 80435	There is a lot of noise on the stairway, and the neighbor who lives below is calling in.	
				Resolution/Recap:	Hotline called the responsible agent and received response within 1 hour. Noise in stairwell could not be clarified as isolated to the unit above.
					Issue #18
2025-01-06 9:33 AM	31 Call Center	Parking	27 rasor ct None Dillon CO us 80435	They have two big trucks parked on the street, and the neighbors mentioned that they have been there for three days	
				Resolution/Recap:	Hotline could not contact the property manager. Call forwarded to Town staff. Town staff called renters.
					Issue #19
2025-01-10 2:47 PM	32 Call Center	Other	22300 US-6 1726 Dillon CO us 80435	Water is pouring from the upstairs room.	
				Resolution/Recap:	There is a leak from the upstairs room, and it has been reported to the STR owners three times with no resolution
					Issue #20
2025-01-18 2:00 AM	33 Call Center	Other	22300 US-6 1726 keystone CO us 80435		
				Resolution/Recap:	Town staff called both the property manager, property owner, and the complainant to discuss issue. Complainant believes could be an issue of high occupancy limits of unit above. (Same unit as issue # 10, 13, and 15)
					Issue #20

2025-01-24 2:41 PM	34 Complaint Portal	Noise, Ot	42 TRAPPERS CROSSING TRL # 8767 DILLON CO 8	located at 8767 Trappers Crossing, Keystone, Colorado. After reviewing the active and pending Short-Term Rental (STR) licenses in Summit Count and Keystone, I have been unable to find this address listed as holding a valid license. Furthermore, the guests occupying this property are consistently causing disturbances in the neighborhood, negatively impacting the peace and quiet of our community. Issues Noted: Disturbances and Noise Complaints: Guests at the property have been creating excessive noise and disturbances, particularly during late-night hours. This behavior disrupts the neighborhood’s tranquility and may violate county noise ordinances and HOA guidelines. Unlicensed STR Activity: Upon checking the Summit County, CO Official Website for active and pending STR licenses (as of January 13, 2025), I found that this address is not listed in their records. Additionally, per checking their Airbnb listing, they disclose their STR license number as STR21-02355. However, this license number is also not found in Summit County, CO’s Official Website for active and pending STR licenses (as of January 13, 2025). Inconsistencies in STR License Information: I used the STR Mapping Tool provided by Summit County, which allows users to input a license number and locate the associated address. However, no address was found corresponding to the disclosed STR license number (STR21-02355). Please see below screenshot
Resolution/Recap:		This property did have a legal STR license #STR21-02355. Complainant did not provide any specific complaint/issue or contact information for follow up.		
		Issue #21		
2025-01-26 9:10 PM	35 Complaint Portal	Other	22784 US HIGHWAY 6 # 2643 DILLON CO 80435	People smoking on deck (Tenderfoot Lodge is a non smoking property). They were told to stop and said they would, but went inside and closed the deck door. So there was no way to tell if they stopped smoking.
Resolution/Recap:		Not a violation of the STR code to smoke on deck. Did not provide any indication that this was continuing, so the hotline did not follow up.		
		Issue #22		
2025-01-29 1:26 PM	36 Call Center	Other	22784 us hwy unit 3643 None Dillon CO us 80435	
Resolution/Recap:		Call cut off and no details of complaint provided.		
		Issue #23		
2025-01-31 9:10 PM	37 Complaint Portal	Other	22300 US HIGHWAY 6 # 1726 DILLON CO 80435	After submitting another online complaint regarding unit 1726, which is above my unit 1730. One of the unit bathrooms has been leaking into my unit for over a month. Today (Friday Dec 31) the leak trigger was finally identified, as the leak is quickly obvious when the shower diverter is activated and the shower head used. I have my unit ceiling open above my bathroom tub to view the water coming down. I have attached an email chain update.
Resolution/Recap:		Not a violation of the STR code. Rental management company had already been made aware, and it was unable to be directly connected to the STR unit above. (Same unit as issue #10, 13, 15, 19)		
		Issue #24		
2025-02-01 4:47 PM	38 Complaint Portal	Parking	0282 ELK CROSSING LN DILLON CO 80435	5 Cars last night, currently 4 cars parked in driveway. I believe the driveway is only capable for holding 2 cars.
Resolution/Recap:		Responsible agent notified and answered call within 1 hour. Limited to 2 cars parking outdoors based on submitted parking information. Manager provided confirmation that they notified tenants. Provided warning.		
		Issue #25		

				Noise. children Running . Started 600pm today. 02/03/2025
				Children running last night 932 pm yesterday 02/02/2025 until 1000pm
2025-02-03 6:35 PM	39 Complaint Portal	Noise	22864 US HIGHWAY 6 # A-201 DILLON CO 80435	
Resolution/Recap:	Responsible agent notified and answered call within 1 hour.			
				Noice from unit 201 at Liftside Condos. Constance thumping, dropping, pounding, running noises. Loud noises began at 845
2025-02-04 9:17 PM	40 Complaint Portal	Noise	22864 US HIGHWAY 6 # A-201 DILLON CO 80435	pm tonight and is still on going, excess of 30 minutes.
Resolution/Recap:	Responsible agent notified and answered call within 1 hour.			
2025-02-04 2:23 PM	41 Call Center	Noise	22864 highway 6 unit 8201 None Dillon CO us 80	running , jumping dropping , moving furniture
Resolution/Recap:	Did not match legal address (should have been A 201). Hotline did not call.			
	Issue #26			
2025-02-08 3:20 PM	42 Call Center	Noise	22787 us highway 6 unit 311 Dillon CO us 80435	dog barking consistently for about 2 hrs straight.
Resolution/Recap:	No STR license for this unit number, did not see any indication of listings under this unit number for STR number.			
	Issue #27			
2025-02-14 10:35 AM	43 Call Center	Parking	22784 Us Highway 6 None Dillon CO us 80435	Cars blocking the entrenase for the past 2 days
Resolution/Recap:	No indication of who the cars belonged to or that they belonged to a specific , could not contact responsible agent.			
	Issue #28			
				She is having a bad experience with the hoa, as he had treat her and text at inappropriate hrs, the direct number to reach him will be 561-729-6177.
2025-02-17 10:39 PM	44 Call Center	Parking	343 high medow dr None Dillon CO us 80435	
Resolution/Recap:	Not within town boundaries.			
	Issue #29			
				There were two adults and 5 children in the rental unit this past weekend. The STR limit is 6 occupants. We live in the unit below. The noise when they checked out at 6 AM on the 18th was unacceptable. They woke our whole building up.
2025-02-18 6:48 AM	45 Complaint Portal	Number o	22814 US HIGHWAY 6 # 412 DILLON CO 80435	
Resolution/Recap:	Max occupancy of unit is 8. Responsible agent was called and indicated the guests were no longer in the rental.			
	Issue #30			
				6 young males arrive at 10:30 PM tonight. They made no attempt to be quiet as they climb up and down the stairs in the common hallway. At midnight we got out of bed to ask them to keep quiet as they once again came up the stairs from being out. We haven’t been able to sleep since they arrived. This is unacceptable. They have quieted down now that we asked them too, but we shouldn’t have to do that per the STR rules re quiet hours.
2025-02-21 12:24 AM	46 Complaint Portal	Noise	22814 US HIGHWAY 6 # 412 DILLON CO 80435	6 young males arrived at 10:30 PM tonight and made no attempt to be quiet. At midnight we had to ask them to be quiet so we could sleep. Unacceptable noise given STR quiet hours.
2025-02-21 12:26 AM	47 Complaint Portal	Noise	22814 US HIGHWAY 6 # 412 DILLON CO 80435	
Resolution/Recap:	Responsible agent called and requested to notify tenants to quiet down.			
	Issue #31			
2025-02-22 4:34 AM	48 Call Center	Parking	31 river overlook None Dillon CO us 80435	3 cars parking
Resolution/Recap:	Up to 5 cars allowed to park outside.			
	Issue #32			
2025-02-23 5:04 PM	49 Call Center	Noise	22784 us highway unit 2617 Dillon CO us 80435	lous music loud talking sounds like a party
Resolution/Recap:	Responsible agent contacted and responded within 1 hour.			
	Issue #33			

2025-02-24 11:28 AM	50 Call Center	Parking	31 river overlook None Dillon CO us 80435	llegal parking
	Not enough information provided related to parking.			
	51 Call Center	Parking	0031 river overlook None Dillon CO us 80435	4 cars parking
Resolution/Recap:	Up to 5 cars allowed to park outside. After this call, Town staff worked with Deckard to develop a more in depth script of follow up questions/reporting information to take down related to this call.			
	Issue #34			
	The final night they where there.They were doing a rehab of the place above them and a safety complaint since the fire place turned off by itself and a lot of gas smell			
2025-02-25 11:42 AM	52 Call Center	Noise	195 River Run Rd Unit 8007 Dillon CO us 80435	
Resolution/Recap:	Responsible agent notified of issue.			
	Issue #35			
2025-03-16 3:34 PM	53 Call Center	Noise	27 Razor ct None Dillon CO us 80435	Adults and children voices too loud.
Resolution/Recap:	Responsible agent notified.			
	Issue #36			
2025-03-29 4:18 AM	54 Call Center	Other	22784 US HWY 6 Unit 2643 Dillon CO us 80435	guest mentioned if they will miss their flight also oven is on wich could be dangerous.
Resolution/Recap:	Responsible agent notifited oven may have been left on. No violation of str code basedo n complaint.			
	Issue #37			
2025-04-12 5:34 PM	55 Call Center	Noise	22714 us highway 6 unit 5967 Dillon CO us 80435	loud party going on alot of screaming and yelling.
Resolution/Recap:	Hotline could not find property. This property is within the ticket. Town staff submitted help desk ticket. There was an issue with the most recent data load at the beginning of the week, which Deckard is currently work.			

TOWN OF KEYSTONE, COLORADO

STAFF REPORT

TO: Mayor & Town Councilmembers
THROUGH:
FROM: John Crone, Town Manager
DATE: April 22, 2025
SUBJECT: Nuisance ordinance – Noise Ordinance

Executive Summary:

The purpose of this work session item is to review a draft noise ordinance.

Background:

Town Council is in the process of reviewing sections for a proposed nuisance ordinance. This section contains the noise ordinance. The sections are largely based on the ordinance that has been adopted by Summit County and are currently enforceable in the Town of Keystone.

As with most ordinances, this ordinance will not prohibit an HOA from imposing its own, stricter noise requirements.

Additionally, since the last Council meeting, staff conducted several noise readings around the community. These were very unscientific readings without concern for ambient noise or wind levels. The loudest area was by the gondola. There were large crowds and two different music amplifiers. Readings were recorded at just over

72 db(A) (but generally just above 70). Near the exhaust vent at Pizza on the Run, the levels approached 65 db(A). Readings in residential areas ranged from the upper 40s to approximately 55 db(A). The ambient noise in Town Hall is around 45 db(A).

Council brought up the idea of utilizing the “C” scale rather than the “A” scale for db readings. The “A” scale is designed to more closely represent human hearing and is recommended by ANSI for most sound level readings.

The most common weighting that is used in noise measurement is A-Weighting. Like the human ear, this effectively cuts off the lower and higher frequencies that the average person cannot hear. Although the A-Weighted response is used for most applications, C-Weighting is also available on many sound level meters. C weighting is usually used for Peak measurements and also in some entertainment noise measurements, where the transmission of bass noise can be a problem.

Given that almost all noise laws are written for db(A) readings, staff recommends that we follow ANSI guidance and use the db(A) scale for our ordinance.

Council also discussed setting the noise level reading at the point of reception rather than a set distance from the noise source. Below are the various levels allowed by the other municipalities in the County. All of the Towns only differentiate between residential and commercial. The county is the only entity that has industrial and light industrial designations. Silverthorne does not have db(A) limitations, it simply prohibits unnecessary noise. Dillon does not have general daytime limitations. All of the Town's with limits used 11:00 pm as the start of evening limits (Frisco set 10:00 pm in residential districts). Summit County has a 10:00 pm start for evening hours.

Entity	Zone	Day	Night
County	Res.	55	50
	Com.	60	55
Dillon	Res.		55
	Com.		65
Frisco	Res.	55	50
	Com.	70	65
Breckenridge	Res.	55	50
	Com.	70	65

Draft Ordinance

Section 1. - Title.

This ordinance shall be known as the *NOISE ORDINANCE*.

Section 2. - Purpose.

The purpose of this Ordinance is to regulate excessive noise in the Town of Keystone in order to protect the property, health, welfare, peace or safety of its citizens, inhabitants and visitors.

Section 3. – Definitions

As used in this Ordinance, unless the context otherwise requires, the following words shall mean:

A. "Ambient Noise Level" means the lowest sound level which repeats itself during a six-minute period as measured with a sound level meter and can be heard and measured from the point a noise reading is made. The minimum sound level shall be determined with the noise source at issue silent, and in the same location as the measurement of the noise level of the source at issue.

B. "Commercial zone" means:

1. An area where offices, clinics, and other facilities needed to serve them are located;
2. An area with local shopping and service establishments located within walking distances of the residents served;
3. A tourist-oriented area where hotels, motels, and gasoline stations are located;
4. A large integrated regional shopping center;
5. A business strip along a main street containing offices, retail businesses, and commercial enterprises;
6. A central business district; or
7. A commercially dominated area with multiple-unit dwellings.

C. "db(A)" means sound levels in decibels measured on the "A" scale of a standard sound level meter having characteristics defined by the American national standards institute, publication S1.4 -- 1971.

D. "Decibel" is a unit used to express the magnitude of a change in sound level. The difference in decibels between two sound pressure levels is twenty times the common logarithm of their ratio. In sound pressure measurements sound levels are defined as twenty times the common logarithm of the ratio of

that sound pressure level to a reference level of 2×10^{-5} N/m² (Newton's/meter squared). As an example of the effect of the formula, a three-decibel change is a one hundred percent increase or decrease in the sound level, and a ten-decibel change is a one thousand percent increase or decrease in the sound level.

E. "Motorcycle" means a self-propelled vehicle with not more than three wheels in contact with the ground that is designed primarily for use on the public highways.

F. "Motor vehicle" means a self-propelled vehicle with at least four wheels in contact with the ground that is designed primarily for use on the public highways.

G. "Muffler" means a device consisting of a series of chamber or baffle plates or other mechanical design for the purpose of receiving exhaust gas from an internal combustion engine and effective in reducing noise.

H. "Off-highway vehicle" means a self-propelled vehicle with wheels or tracks in contact with the ground that is designed primarily for use off the public highways.

I. "Off-highway vehicle" shall not include the following:

1. Military vehicles;
2. Golf carts;
3. Snowmobiles;
4. Vehicles designed and used to carry persons with disabilities; and

5. Vehicles designed and used specifically for agricultural, logging, firefighting, or mining purposes.

J. "Residential zone" means an area of single-family or multifamily dwellings where businesses may or may not be conducted in such dwellings. The zone may include areas where multiple-unit dwellings, high-rise apartment districts, and redevelopment districts are located. A residential zone may include areas containing accommodations for transients such as motels and hotels and residential areas with limited office development, but it may not include retail shopping facilities. "Residential zone" includes hospitals, nursing homes, and similar institutional facilities.

K. "SAE J1287" means the J1287 stationary sound test or any successor test published by SAE international or any successor organization.

L. "SAE 12567" means the 12567 stationary sound test or any successor test published by SAE international or any successor organization.

M. "Snowmobile" means a self-propelled vehicle primarily designed or altered for travel on snow or ice when supported in part by skis, belts, or cleats and designed primarily for use off the public highways. "Snowmobile" shall not include machinery used strictly for the grooming of snowmobile trails or ski slopes.

Section 4. - Maximum Permissible Noise Levels

A. It shall be unlawful for any person to emit or cause to be emitted any noise that leaves the premises on which it originates, crosses a property line, and enters onto any other premises in excess of the sound pressure levels permitted during the time periods specified in Table A. It is further unlawful for any person to emit or cause to be emitted any noise within the public premises in excess of the limits established in Table A.

1. The noise source shall be measured at any point at least twenty-five (25) feet along the property line of the receptor premises or within the property line of the receptor premises, as determined at the Town's discretion, to determine compliance with this ordinance.

2. When it is determined that the ambient sound pressure level at the receptor premises equals or exceeds the maximum allowable sound pressure level specified in Table A, then the ambient sound pressure level is the standard that cannot be exceeded by the noise source.

Table A

<i>Zone</i>	<i>Sun.-Thur. 7:00 a.m. to next 11:00 p.m.</i>	<i>11:00 p.m. to next 7:00 a.m.</i>
Residential	55 db(A)	50 db(A)
Commercial	70 db(A)	60 db(A)
<i>Zone</i>	<i>Fri.-Sat. 7:00 a.m. to next 11:00 p.m.</i>	<i>11:00 p.m. to next 7:00 a.m.</i>
Residential	55 db(A)	50 db(A)
Commercial	70 db(A)	60 db(A)

B. Every activity to which this Ordinance is applicable shall be conducted in a manner so that any noise produced is not objectionable due to intermittent, beat frequency, or shrillness.

C. In the hours between 7:00 a.m. and the next 11:00 p.m., the noise levels permitted in subsection (A) of this section may be increased by ten db(A) for a period of not to exceed six minutes in any one-hour period.

D. Periodic, impulsive, or shrill noises shall be considered a public nuisance when such noises are at a sound level of five db(A) less than those listed in subsection (A) of this section.

E. Measurements with sound level meters shall be made when the wind velocity at the time and place of such measurement is not more than five (5) miles per hour. If the meter is provided with an ANSI approved windscreen, allowable wind speed shall not be more than twelve (12) miles per hour.

Section 5. – Motor Vehicle Noise

A. No person shall drive, operate, or knowingly permit to be driven or moved, a motor vehicle on a public road or highway that produces noise in excess of the sound levels in decibels, measured on the "A" scale on a standard sound level meter having characteristics established by the American national standards institute, publication S1.4--1971, and measured at a distance of fifty feet from the center of the lane of travel and within the speed limits specified below:

<i>Type of Vehicle</i>	<i>Speed limit of 35 mph or less</i>	<i>Speed limit of more than 35 mph</i>
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Any motor vehicle with a manufacturer's gross vehicle weight rating of six thousand pounds or more, any combination of vehicles towed by such motor vehicle, and any motorcycle other than a low-power scooter:		
- Before January 1, 1973	88 db(A)	90 db(A)
- On or after January 1, 1973	86 db(A)	90 db(A)

B. It shall be a nuisance to operate a vehicle within Town of Keystone that creates excessive noise or creates noise through the operation of a compression release engine brake.

C. This section applies to the total noise from a vehicle or combination of vehicles.

D. For the purpose of this section, a truck, truck tractor, or bus that is not equipped with an identification plate or marking bearing the manufacturer's name and manufacturer's gross vehicle weight rating shall be considered as having a manufacturer's gross vehicle weight rating of six thousand pounds or more if the unladen weight is more than five thousand pounds.

Section 6. – Off-Highway Vehicles

A. An off-highway vehicle operated within the Town of Keystone shall not emit more than the following level of sound when measured using SAE 11287:

1. If manufactured before January 1, 1998 ----- 99 db(A)
2. If manufactured on or after January 1, 1998 ---- 96 db(A)

B. A snowmobile shall not emit more than the following level of sound when measured using SAE 12567:

1. If manufactured on or after July 1, 1972, and before July 2, 1975 ----- 90 db(A)
2. If manufactured on or after July 2, 1975 ----- 88 db(A)

C. This section shall not apply to the following:

1. A vehicle designed or modified for and used in closed-circuit, off-highway vehicle competition facilities;
2. An off-highway vehicle used in an emergency to search for or rescue a person; and
3. An off-highway vehicle while in use for agricultural purposes.

D. The following shall be an affirmative defense to a violation under this section if the off-highway vehicle or snowmobile:

1. Was manufactured before January 1, 2005;
2. Complied with federal and state law when purchased;
3. Has not been modified from the manufacturer's original equipment specifications or to exceed the sound limits imposed by subsection (a) or (b) of this section; and
4. Does not have a malfunctioning exhaust system

Section 7. – Vehicle Muffler Required

A. No person shall operate any vehicle with an internal combustion engine within the Town of Keystone that is not equipped with a muffler in constant operation and is not properly maintained to prevent an increase in the noise emitted by the vehicle above the noise emitted when the muffler was originally installed.

B. No person shall operate any vehicle in the Town of Keystone having a muffler that has been equipped or modified with a cutoff and bypass or any similar device or modification.

Section 8. – Exemptions

This ordinance shall not apply to:

A. The operation of aircraft or other activities which are subject to federal law with respect to noise control.

B. Property used for public utilities regulated pursuant to title 40, C.R.S. and oil and gas production subject to the provisions of article 60 of title 34, C.R.S.

C. The use of property for purposes of conducting speed or endurance events involving motor or other vehicles, but such exception is effective only during the specific period of time within which such use of the property is authorized by the Town of Keystone or other governmental agency having lawful jurisdiction to authorize such use.

D. The use of property for the purpose of manufacturing, maintaining, or grooming snow.

E. The use of property by the State of Colorado, any political subdivision of this state, or any other entity not organized for profit, including but not limited to, nonprofit corporations, or any of their lessees, licensees, or permittees, for the purpose of promoting, producing, or holding cultural, entertainment, athletic, or patriotic events, including, but not limited to, concerts, music festivals, parades, and firework displays.

F. Any authorized emergency vehicle, when responding to an emergency call or acting in time of emergency.

G. The sound made by the sounding of the horn of any vehicle as a danger warning signal or by the sounding of any warning device as required by law.

H. Public utilities regulated pursuant to Title 40, C.R.S.

I. Oil and gas production subject to the provisions of Article 60 of Title 34, C.R.S.

J. The sound made within the terms of a fireworks display permit.

K. Activities conducted pursuant to a special use permit issued or otherwise authorized by the Town in which noise is addressed.

L. Noise from snow plowing and removal, lawn maintenance, street cleaning, or trash collection

Section 9. – Prohibited Noise Activities

The following activities are prohibited notwithstanding the sound pressure levels permitted pursuant to Section 4 and Section 5:

A. Vehicle horns. No person shall, at any time, sound any horn or other audible signal device of a motor vehicle unless it is necessary as a warning to prevent or avoid a traffic accident or reasonably inform or warn of a vehicle presence.

B. Alarms. It is an unlawful nuisance for any alarm that is audible outside the premises or vehicle in which it is installed or that it is intended to protect to be activated: (1) for a period exceeding fifteen (15) minutes; or 2) three or more times within a seven (7) day period when no emergency is found to exist by the Town. Violation of (1) or (2) or both constitute separate offenses. Alarms required to be turned off by emergency services are exempt from this section.

TOWN OF KEYSTONE, COLORADO

STAFF REPORT

TO: Mayor & Town Councilmembers
THROUGH:
FROM: John Crone, Town Manager
DATE: April 22, 2025
SUBJECT: Bear-proof Refuse Container Grant Program

Executive Summary:

The purpose of this work session item is to discuss a grant program for bear-proof refuse containers.

Background:

Town Council recently passed an ordinance requiring most residents to have bear-proof refuse containers. This ordinance goes into effect in August 2025 for individuals and August 2026 for dumpsters.

The ordinance requires that individuals either store their refuse in an enclosed area or that they have bear-proof refuse containers. There are over 600 single-family homes and duplexes in our community. However, most of these units use common dumpsters. Staff estimates that there are well less than two hundred individuals with refuse containers in the Town. Many of these customers already keep their containers in sheds or garages.

Bear-proof refuse containers generally run from \$300-\$500 per can. Customers can rent bear-proof containers from most garbage haulers, however, staff believes that any grant program would be too difficult to administer if the Town made rental subsidies.

Dumpster enclosures are required by August 2026. Most enclosures are already wildlife-proof or can be readily changed. Costs for a new enclosure, including design, can top \$60,000. There are several hundred dumpsters located throughout Keystone.

Summit County recently ran a grant program that gave up to \$400 to residents who upgrade their trash bin or \$600 for trash enclosures, and up to \$3,000 toward commercial dumpster or garbage enclosure upgrades.

CPW is running a grant program for bear-proof refuse containers. The program focuses on funding organizations that fund individuals. Staff has talked to the person in charge of this grant. CPW has \$1,000,000 in grants that they will fund this year. The applications are due May 30, and the grants will be awarded in July. The CPW staff believes that Keystone will likely be given an award of up to \$50,000. Town staff is putting together a survey to demonstrate probable interest in a grant program.

Staff recommends that we consider a two-part grant proposal. Depending on how much the Council desires to guarantee in funding (before CPW grants are awarded), we could start a program this year for individual containers. It may be possible in August to open the program to dumpster owners. Depending on funding, the dumpster grants could be limited to around \$1000 to fund design or the Town could pay a higher amount. Council can reconsider the dumpster portion of the grant later this summer when we are sure of a CPW award.

TOWN OF KEYSTONE, COLORADO

STAFF REPORT

TO: Mayor & Town Councilmembers
THROUGH:
FROM: John Crone, Town Manager
DATE: April 22, 2025
SUBJECT: Nuisance ordinance – Noise Ordinance

Executive Summary:

The purpose of this work session item is to review a draft noise ordinance.

Background:

Town Council is in the process of reviewing sections for a proposed nuisance ordinance. This section contains the noise ordinance. The sections are largely based on the ordinance that has been adopted by Summit County and are currently enforceable in the Town of Keystone.

As with most ordinances, this ordinance will not prohibit an HOA from imposing its own, stricter noise requirements.

Additionally, since the last Council meeting, staff conducted several noise readings around the community. These were very unscientific readings without concern for ambient noise or wind levels. The loudest area was by the gondola. There were large crowds and two different music amplifiers. Readings were recorded at just over

72 db(A) (but generally just above 70). Near the exhaust vent at Pizza on the Run, the levels approached 65 db(A). Readings in residential areas ranged from the upper 40s to approximately 55 db(A). The ambient noise in Town Hall is around 45 db(A).

Council brought up the idea of utilizing the “C” scale rather than the “A” scale for db readings. The “A” scale is designed to more closely represent human hearing and is recommended by ANSI for most sound level readings.

The most common weighting that is used in noise measurement is A-Weighting. Like the human ear, this effectively cuts off the lower and higher frequencies that the average person cannot hear. Although the A-Weighted response is used for most applications, C-Weighting is also available on many sound level meters. C weighting is usually used for Peak measurements and also in some entertainment noise measurements, where the transmission of bass noise can be a problem.

Given that almost all noise laws are written for db(A) readings, staff recommends that we follow ANSI guidance and use the db(A) scale for our ordinance.

Council also discussed setting the noise level reading at the point of reception rather than a set distance from the noise source. Below are the various levels allowed by the other municipalities in the County. All of the Towns only differentiate between residential and commercial. The county is the only entity that has industrial and light industrial designations. Silverthorne does not have db(A) limitations, it simply prohibits unnecessary noise. Dillon does not have general daytime limitations. All of the Town's with limits used 11:00 pm as the start of evening limits (Frisco set 10:00 pm in residential districts). Summit County has a 10:00 pm start for evening hours.

Entity	Zone	Day	Night
County	Res.	55	50
	Com.	60	55
Dillon	Res.		55
	Com.		65
Frisco	Res.	55	50
	Com.	70	65
Breckenridge	Res.	55	50
	Com.	70	65

Draft Ordinance

Section 1. - Title.

This ordinance shall be known as the *NOISE ORDINANCE*.

Section 2. - Purpose.

The purpose of this Ordinance is to regulate excessive noise in the Town of Keystone in order to protect the property, health, welfare, peace or safety of its citizens, inhabitants and visitors.

Section 3. – Definitions

As used in this Ordinance, unless the context otherwise requires, the following words shall mean:

A. "Ambient Noise Level" means the lowest sound level which repeats itself during a six-minute period as measured with a sound level meter and can be heard and measured from the point a noise reading is made. The minimum sound level shall be determined with the noise source at issue silent, and in the same location as the measurement of the noise level of the source at issue.

B. "Commercial zone" means:

1. An area where offices, clinics, and other facilities needed to serve them are located;
2. An area with local shopping and service establishments located within walking distances of the residents served;
3. A tourist-oriented area where hotels, motels, and gasoline stations are located;
4. A large integrated regional shopping center;
5. A business strip along a main street containing offices, retail businesses, and commercial enterprises;
6. A central business district; or
7. A commercially dominated area with multiple-unit dwellings.

C. "db(A)" means sound levels in decibels measured on the "A" scale of a standard sound level meter having characteristics defined by the American national standards institute, publication S1.4 -- 1971.

D. "Decibel" is a unit used to express the magnitude of a change in sound level. The difference in decibels between two sound pressure levels is twenty times the common logarithm of their ratio. In sound pressure measurements sound levels are defined as twenty times the common logarithm of the ratio of

that sound pressure level to a reference level of 2×10^{-5} N/m² (Newton's/meter squared). As an example of the effect of the formula, a three-decibel change is a one hundred percent increase or decrease in the sound level, and a ten-decibel change is a one thousand percent increase or decrease in the sound level.

E. "Motorcycle" means a self-propelled vehicle with not more than three wheels in contact with the ground that is designed primarily for use on the public highways.

F. "Motor vehicle" means a self-propelled vehicle with at least four wheels in contact with the ground that is designed primarily for use on the public highways.

G. "Muffler" means a device consisting of a series of chamber or baffle plates or other mechanical design for the purpose of receiving exhaust gas from an internal combustion engine and effective in reducing noise.

H. "Off-highway vehicle" means a self-propelled vehicle with wheels or tracks in contact with the ground that is designed primarily for use off the public highways.

I. "Off-highway vehicle" shall not include the following:

1. Military vehicles;
2. Golf carts;
3. Snowmobiles;
4. Vehicles designed and used to carry persons with disabilities; and

5. Vehicles designed and used specifically for agricultural, logging, firefighting, or mining purposes.

J. "Residential zone" means an area of single-family or multifamily dwellings where businesses may or may not be conducted in such dwellings. The zone may include areas where multiple-unit dwellings, high-rise apartment districts, and redevelopment districts are located. A residential zone may include areas containing accommodations for transients such as motels and hotels and residential areas with limited office development, but it may not include retail shopping facilities. "Residential zone" includes hospitals, nursing homes, and similar institutional facilities.

K. "SAE J1287" means the J1287 stationary sound test or any successor test published by SAE international or any successor organization.

L. "SAE 12567" means the 12567 stationary sound test or any successor test published by SAE international or any successor organization.

M. "Snowmobile" means a self-propelled vehicle primarily designed or altered for travel on snow or ice when supported in part by skis, belts, or cleats and designed primarily for use off the public highways. "Snowmobile" shall not include machinery used strictly for the grooming of snowmobile trails or ski slopes.

Section 4. - Maximum Permissible Noise Levels

A. It shall be unlawful for any person to emit or cause to be emitted any noise that leaves the premises on which it originates, crosses a property line, and enters onto any other premises in excess of the sound pressure levels permitted during the time periods specified in Table A. It is further unlawful for any person to emit or cause to be emitted any noise within the public premises in excess of the limits established in Table A.

1. The noise source shall be measured at any point at least twenty-five (25) feet along the property line of the receptor premises or within the property line of the receptor premises, as determined at the Town's discretion, to determine compliance with this ordinance.

2. When it is determined that the ambient sound pressure level at the receptor premises equals or exceeds the maximum allowable sound pressure level specified in Table A, then the ambient sound pressure level is the standard that cannot be exceeded by the noise source.

Table A

<i>Zone</i>	<i>Sun.-Thur. 7:00 a.m. to next 11:00 p.m.</i>	<i>11:00 p.m. to next 7:00 a.m.</i>
Residential	55 db(A)	50 db(A)
Commercial	70 db(A)	60 db(A)
<i>Zone</i>	<i>Fri.-Sat. 7:00 a.m. to next 11:00 p.m.</i>	<i>11:00 p.m. to next 7:00 a.m.</i>
Residential	55 db(A)	50 db(A)
Commercial	70 db(A)	60 db(A)

B. Every activity to which this Ordinance is applicable shall be conducted in a manner so that any noise produced is not objectionable due to intermittent, beat frequency, or shrillness.

C. In the hours between 7:00 a.m. and the next 11:00 p.m., the noise levels permitted in subsection (A) of this section may be increased by ten db(A) for a period of not to exceed six minutes in any one-hour period.

D. Periodic, impulsive, or shrill noises shall be considered a public nuisance when such noises are at a sound level of five db(A) less than those listed in subsection (A) of this section.

E. Measurements with sound level meters shall be made when the wind velocity at the time and place of such measurement is not more than five (5) miles per hour. If the meter is provided with an ANSI approved windscreen, allowable wind speed shall not be more than twelve (12) miles per hour.

Section 5. – Motor Vehicle Noise

A. No person shall drive, operate, or knowingly permit to be driven or moved, a motor vehicle on a public road or highway that produces noise in excess of the sound levels in decibels, measured on the "A" scale on a standard sound level meter having characteristics established by the American national standards institute, publication S1.4--1971, and measured at a distance of fifty feet from the center of the lane of travel and within the speed limits specified below:

<i>Type of Vehicle</i>	<i>Speed limit of 35 mph or less</i>	<i>Speed limit of more than 35 mph</i>
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Any motor vehicle with a manufacturer's gross vehicle weight rating of six thousand pounds or more, any combination of vehicles towed by such motor vehicle, and any motorcycle other than a low-power scooter:		
- Before January 1, 1973	88 db(A)	90 db(A)
- On or after January 1, 1973	86 db(A)	90 db(A)

B. It shall be a nuisance to operate a vehicle within Town of Keystone that creates excessive noise or creates noise through the operation of a compression release engine brake.

C. This section applies to the total noise from a vehicle or combination of vehicles.

D. For the purpose of this section, a truck, truck tractor, or bus that is not equipped with an identification plate or marking bearing the manufacturer's name and manufacturer's gross vehicle weight rating shall be considered as having a manufacturer's gross vehicle weight rating of six thousand pounds or more if the unladen weight is more than five thousand pounds.

Section 6. – Off-Highway Vehicles

A. An off-highway vehicle operated within the Town of Keystone shall not emit more than the following level of sound when measured using SAE 11287:

1. If manufactured before January 1, 1998 ----- 99 db(A)
2. If manufactured on or after January 1, 1998 ---- 96 db(A)

B. A snowmobile shall not emit more than the following level of sound when measured using SAE 12567:

1. If manufactured on or after July 1, 1972, and before July 2, 1975 ----- 90 db(A)
2. If manufactured on or after July 2, 1975 ----- 88 db(A)

C. This section shall not apply to the following:

1. A vehicle designed or modified for and used in closed-circuit, off-highway vehicle competition facilities;
2. An off-highway vehicle used in an emergency to search for or rescue a person; and
3. An off-highway vehicle while in use for agricultural purposes.

D. The following shall be an affirmative defense to a violation under this section if the off-highway vehicle or snowmobile:

1. Was manufactured before January 1, 2005;
2. Complied with federal and state law when purchased;
3. Has not been modified from the manufacturer's original equipment specifications or to exceed the sound limits imposed by subsection (a) or (b) of this section; and
4. Does not have a malfunctioning exhaust system

Section 7. – Vehicle Muffler Required

A. No person shall operate any vehicle with an internal combustion engine within the Town of Keystone that is not equipped with a muffler in constant operation and is not properly maintained to prevent an increase in the noise emitted by the vehicle above the noise emitted when the muffler was originally installed.

B. No person shall operate any vehicle in the Town of Keystone having a muffler that has been equipped or modified with a cutoff and bypass or any similar device or modification.

Section 8. – Exemptions

This ordinance shall not apply to:

A. The operation of aircraft or other activities which are subject to federal law with respect to noise control.

B. Property used for public utilities regulated pursuant to title 40, C.R.S. and oil and gas production subject to the provisions of article 60 of title 34, C.R.S.

C. The use of property for purposes of conducting speed or endurance events involving motor or other vehicles, but such exception is effective only during the specific period of time within which such use of the property is authorized by the Town of Keystone or other governmental agency having lawful jurisdiction to authorize such use.

D. The use of property for the purpose of manufacturing, maintaining, or grooming snow.

E. The use of property by the State of Colorado, any political subdivision of this state, or any other entity not organized for profit, including but not limited to, nonprofit corporations, or any of their lessees, licensees, or permittees, for the purpose of promoting, producing, or holding cultural, entertainment, athletic, or patriotic events, including, but not limited to, concerts, music festivals, parades, and firework displays.

F. Any authorized emergency vehicle, when responding to an emergency call or acting in time of emergency.

G. The sound made by the sounding of the horn of any vehicle as a danger warning signal or by the sounding of any warning device as required by law.

H. Public utilities regulated pursuant to Title 40, C.R.S.

I. Oil and gas production subject to the provisions of Article 60 of Title 34, C.R.S.

J. The sound made within the terms of a fireworks display permit.

K. Activities conducted pursuant to a special use permit issued or otherwise authorized by the Town in which noise is addressed.

L. Noise from snow plowing and removal, lawn maintenance, street cleaning, or trash collection

Section 9. – Prohibited Noise Activities

The following activities are prohibited notwithstanding the sound pressure levels permitted pursuant to Section 4 and Section 5:

A. Vehicle horns. No person shall, at any time, sound any horn or other audible signal device of a motor vehicle unless it is necessary as a warning to prevent or avoid a traffic accident or reasonably inform or warn of a vehicle presence.

B. Alarms. It is an unlawful nuisance for any alarm that is audible outside the premises or vehicle in which it is installed or that it is intended to protect to be activated: (1) for a period exceeding fifteen (15) minutes; or 2) three or more times within a seven (7) day period when no emergency is found to exist by the Town. Violation of (1) or (2) or both constitute separate offenses. Alarms required to be turned off by emergency services are exempt from this section.

TOWN OF KEYSTONE, COLORADO

STAFF REPORT

TO: Mayor & Town Councilmembers
THROUGH:
FROM: John Crone, Town Manager
DATE: April 22, 2025
SUBJECT: Nuisance ordinance – Animal Control

Executive Summary:

The purpose of this work session item is to review a draft animal control ordinance.

Background:

Town Council is in the process of reviewing sections for a proposed nuisance ordinance. This section contains the animal control ordinance. The ordinance attempts to strike a balance that will allow voice control in certain areas but will restrict pets to leashes in areas that are more heavily used.

After implementing changes or additions recommended by the Council, staff will add sections relating to animal bites for Council's final review before presenting the ordinance for adoption.

Draft Ordinance

Section 1. - Title.

This ordinance shall be known as the *ANIMAL CONTROL ORDINANCE*.

Section 2. - Purpose.

The purpose of this Ordinance is to regulate animals in the Town of Keystone in order to protect the property, health, welfare, peace or safety of its citizens, inhabitants and visitors.

1) Animals –

A. It is prohibited to allow a pet animal to run at large under circumstances where the animal is not either restrained by means of a leash, rope, chain or other physical restraint, no longer than eight (8) feet in length, of sufficient strength to control the animal or which is not under the effective and immediate control of the owner or other responsible person present with the animal and immediately obedient to that person's commands.

Exceptions: The following shall constitute exceptions to running at large:

1. A pet animal is not considered to be running at large, either on or off the premises of its owner, if the animal is being physically held by the owner or other responsible person or is in the immediate presence of the owner or other responsible person and is immediately obedient to that person's command.

2. A pet animal is not considered to be running at large if it is confined within a motor vehicle or secured within the confines of the bed

of a pickup truck in such manner that it cannot exit the vehicle or pose a risk to any person outside the confines of the vehicle by its own volition.

B. Notwithstanding Section A, all pet animals on paved public pathways or in plazas and other public areas intended for public gatherings shall be restrained by means of a leash, rope, chain or other physical restraint, no longer than eight (8) feet in length, of sufficient strength to control the animal.

C. It is prohibited for any owner to fail to prevent his or her pet animal from disturbing the peace of any other person by habitual or persistent barking, howling, yelping, whining or any other unprovoked noise, whether the animal is on or off the owner's property.

D. It is prohibited for any owner to permit the accumulation of a pet animal's feces on the property on which the animal is kept such that it is detectable visually or odoriferously by others.

E. It is prohibited for any owner to fail to confine pet animal feces within the perimeters of the property on which the animal is kept, regardless of whether such failure to confine is the result of natural causes, such as surface water flow, or other causes.

F. No person shall be charged with a violation of this Section unless a written warning for a separate violation has been given at least twenty-four (24) hours prior to the issuance of the citation, or if the person refuses to comply with a lawful order to come into compliance with this Section.