



Keystone Town Council Agenda

The Keystone Town Council will have a Regular Meeting on May 27, 2025, at 7:00 p.m.
at 1628 Sts. John Rd, Keystone, CO 80435.

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

- I. CALL TO ORDER, ROLL CALL**
- II. APPROVAL OF AGENDA**
- III. JOINT SESSION WITH DILLON TOWN COUNCIL**
 - A. SWEARING IN OF OFFICERS**
 - B. LIFE SAVING AWARDS CEREMONY**
 - C. CHIEF COMMENDATIONS**
- IV. PROCLAMATION RECOGNIZING HIGH SCHOOL SENIORS WITHIN THE TOWN OF KEYSTONE**
- V. COMMUNICATIONS TO COUNCIL**
- VI. CONSENT**
 - A. FIRST READING OF ORDINANCES**
 - B. RESOLUTIONS**
 - 1. Resolution 2025-17, A Resolution of Town Council of the Town of Keystone, Colorado, Approving a Statement of Work with BlueVector AI**
 - C. MEETING MINUTES**

1. May 13, 2025 – Meeting Minutes

D. EXCUSED ABSENCES

1. Aaron Parmet – August 12, 2025
2. Aaron Parmet – November 25, 2025

E. OTHER

1. Accounts Payable List

VII. DISCUSSION

A. CONSIDERATION OF ORDINANCES

1. [Second Reading/Public Hearing] Ordinance 2025-O-09, An Ordinance of Town Council of the Town of Keystone, Colorado, Regarding the Regulation of Excessive Noise in the Town of Keystone
2. [First Reading] Ordinance 2025-O-10, An Ordinance of Town Council of the Town of Keystone, Colorado, Adopting Regulations to Impose Fire Restrictions and Prohibit Fireworks and Adopting Penalties for Violations of the Same

B. RESOLUTIONS

1. Resolution 2025-18, A Resolution of Town Council of the Town of Keystone, Colorado, Appointing and Setting Terms of the First Members of the Town of Keystone Trails and Open Space Advisory Board

C. OTHER - NONE

VIII. PLANNING MATTERS

IX. REPORT OF TOWN MANAGER AND STAFF

X. REPORT OF MAYOR AND COUNCIL

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

XII. SCHEDULED MEETINGS

XIII. EXECUTIVE SESSION

XIV. ADJOURNMENT

TOWN OF KEYSTONE, COLORADO

STAFF REPORT

TO: Mayor & Town Councilmembers
THROUGH: John Crone, Town Manager
FROM: Madeleine Sielu, Town Clerk
DATE: May 27, 2025 – Council Meeting
SUBJECT: [Consent] Resolution 2025-17, A Resolution of Town Council of the Town of Keystone, Colorado, Approving a Statement of Work with BlueVector AI, LLC

Executive Summary:

To continue the development of functionality of the licensing programs of the Town, the Town of Keystone would like to enter into an updated Statement of Work with BlueVector AI, LLC for improvements to the Short-Term Rental licensing software.

Recommendation:

Staff recommends that the Town Council approve Resolution 2025-14, approving a new Statement of Work with BlueVector AI, LLC.

Background:

In May of 2024, the Keystone Town Council approved a Professional Services Agreement with BlueVector AI for initial development of the Town's licensing applications. Town staff worked with BlueVector AI throughout the summer of 2024 to launch the licensing applications and completed the renewal process for Short-Term Rental licenses in September of 2024.

This initial development of the licensing applications focused on developing the core functionalities of licensing for the Town of Keystone. Staff identified several potential areas for improvement based on lessons learned during the 2024-2025 Short-Term

Rental licensing renewal process. Staff worked with BlueVector to identify a work plan to address key concerns and lead to improvements.

The first key improvement is increasing the efficiency of the license application process for property management companies. More than 60% of the Short-Term Rental licenses in Keystone are registered for and managed by property management companies. Improving the workflows for these property management companies will improve the staff time for processing, the time it takes property management companies to apply for licenses, and the accuracy of licensing data. Since so many licenses in Keystone are managed this way, this will be a high impact opportunity for improvement of the licensing process.

The second key improvement is utilizing data sets from the Summit County Assessor's Office to both pre-populate certain fields, as well as automatically validate and confirm attributes submitted by registrants. This will improve the quality and integrity of the data greatly, as well as decrease the amount of staff time spent manually verifying information against the property database.

There are several additional improvements outlined in the statement of work that will enhance and improve the user experience for general community member use, registrant use, and staff use. Staff have simply highlighted the above to describe the development items that will have the highest impact on community members' use of the system.

Staff have secured grant funding for this project from Colorado Statewide Internet Portal Authority's Gov Grants program. This program is awarded to government technology projects that highlight innovative uses of technology for addressing high impact issues faced by constituents. The award focuses specifically on projects it believes will have a high degree of scalability and replicability in other local communities. The functionalities the Town is working on with BlueVector are not currently offered by other Short-Term

Rental licensing providers. This is a wonderful unique opportunity for the Town to be on the leading edge of providing great service to our residents and community members.

Alternatives:

Town Council could deny the statement of work and choose not to continue improvements to the STR Software.

Financial Considerations:

The cost of this Statement of Work is \$90,000. This will be paid for with grant funding from the Colorado State Internet Portal Authority Gov Grant's grant award received by the Town of Keystone. The Town of Keystone received \$90,000 for software development fees and \$20,000 for contracting services to help with data clean up.

Previous Council Actions:

In 2024, Town Council approved Resolution 2024-44, approving a Professional Services Agreement with BlueVector AI for work on the Town's licensing applications. This Statement of Work will operate under the terms outlined in that original Professional Services Agreement.

Next Steps:

Begin implementation of the Statement of Work.

Suggested Motions:

Since this item is on the consent agenda, a motion to approve the consent agenda would result in the passage of Resolution 2025-17.

Attachment:

- Resolution 2025-17, A Resolution of Town Council of the Town of Keystone, Colorado, Approving a Statement of Work with BlueVector AI, LLC
- Exhibit A – Statement of Work with Blue Vector AI
- [Resolution 2024-44, Approving a Professional Services Agreement with BlueVector AI, LLC](#)

**TOWN OF KEYSTONE
Summit County, Colorado**

RESOLUTION 2025-17

**A RESOLUTION OF TOWN COUNCIL OF THE TOWN OF KEYSTONE, COLORADO
APPROVING STATEMENT OF WORK WITH BLUEVECTOR AI**

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

WHEREAS, Town Staff are actively working towards the implementation of improvements to the Short-Term Rental licensing program, necessitating the procurement of additional improvements to the licensing software; and

WHEREAS, Town Staff has conducted thorough research on various software providers offering licensing solutions, and based on that research, has been contracting with BlueVector AI for software for short-term rental licensing; and

WHEREAS, the Town Manager has determined that this additional scope of work with BlueVector AI qualifies for a sole source exemption under the Town’s Purchasing Policy, as BlueVector AI is already deeply integrated into the Town’s short-term rental program; and

WHEREAS, the Town of Keystone was awarded \$110,000 in grant funding from the Colorado Statewide Improvement Authority for improvements to the Town’s Short-Term Rental licensing software;

WHEREAS, the Town Council finds it in the best interest of the Town to contract with BlueVector AI for these improvements to the short-term rental licensing software.

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

Section 1. The Town Council approves the sole source exemption for the reasons stated and authorizes the execution of a Statement of Work with BlueVector AI in substantially the form attached hereto as Exhibit A. The Town Manager is authorized to execute the Professional Services Agreement with BlueVector A on behalf of the Town.

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

ADOPTED by a vote of __ in favor and __ against, this ____ day of _____, 2025.

By: _____
Kenneth D. Riley, Mayor

ATTEST:

Approved as to Form:

By: _____
Town Clerk

By: _____
Town Attorney

Statement of Work

Town of Keystone

STR Licensing Updates - Phase 2 (Grant Funding)

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Statement of Work

Customer Name Town of Keystone

Customer Address 1628 Saints John Rd., Keystone, CO 80435

SOW # KYS-02

Project Overview

BlueVector AI is pleased to provide this Statement of Work to the Town of Keystone (“Customer”). This SOW and any Attachments hereto are subject to the terms and conditions of the Professional Services Agreement between the parties on 5/20/24.

Project Background

The Town of Keystone was recently established as its own governmental entity and is seeking a technology platform to host their website and a number of applications crucial to their operations. Keystone engaged BlueVector AI to build the initial STR licensing solution for the Town. This SOW is designed to enhance the solution with new innovative AI functionality and provide incremental training for the Town.

The scope of services for this effort will be structured in the following workstreams:

- **Workstream 1: Initiate and Design**
 - This workstream will focus on the project and system planning, business discovery/requirements, and solution design.
- **Workstream 2: Configure the Keystone STR SnapApp solution**
 - This workstream includes updating the SnapApp solution in the Customer’s Google Cloud Platform environment and configuring the solution to meet the Customer’s business requirements.

- **Workstream 3: Final Testing, Training and Production Deployment**
 - This workstream will focus on the final user acceptance testing, Train -the-Trainer and Administrator training, and production deployment of the solution.
- **Workstream 4: Production Monitoring**
 - This workstream will focus on monitoring the deployed solution and resolving any additional defects.

Project Scope

BlueVector AI will engage with the Customer to deliver the enhanced innovation and AI capabilities described below:

Workstream 1: Initiate and Design

- Conduct internal kickoff and prepare for Customer kickoff.
- Conduct Customer project kickoff to align on project scope and identify periods of critical stakeholder engagement.
- Develop a detailed project plan with estimated milestone completion dates and deployment strategy.
- Conduct up to two (2) interactive Customer business process review workshops, documenting the following:
 - Identify key Personas and high-level Interaction journeys
 - Document key business processes and requirements
 - Identify requirements for configuration, custom code, workflow, security, reporting, data, and training
- Create a Feature List consisting of documented User Stories collected during the business process workshops into BVAI's Asana.
- Conduct up to two (2) review meetings to confirm user stories and capture revisions.
- Create a Solution Design for this project including:
 - Security and authentication
 - Technical architecture and integration components
 - Personas
 - Entity Relationship Diagrams and related data population of any new data objects from within the system (as necessary).
 - Workflow components
- Identify any differences between the project scope, level of effort estimates or budgetary impact as estimated in the Statement of Work and the identified Requirements identified during the Business Process Reviews.

- Review all gaps with the Customer to reduce scope or increase the timeline and budget.
- Review functional and technical design with stakeholders and gain customer acceptance.
- Create a Deployment Plan and support the Customer in the creation of a Rollout Plan.

Workstream 2: Iterate

- Conduct Sprint Planning per sprint (up to three sprints) to determine the team's development capacity, goals for the sprint, and selection of the highest priority designed user stories that will fit within the sprint.
- Conduct Sprint Grooming per sprint (up to three sprints) to create and refine user stories with a functional description, clear technical specifications, acceptance criteria, and priority.
- Complete three (3) Build Sprints consisting of:
 - Update the data model and supporting views
 - Enable both an application and licensing record, the application record being static once submitted and the licensing record subject to change.
 - Update the relationships between Property Management Companies, their PMs, Owners and properties to match business needs.
 - Associate documents as attachments in a related record to licenses already in the solution.
 - Provide the ability for a Customer admin to periodically import County GIS information (owner, address, property details) into a single SnapApp object from a spreadsheet (no more than 8 fields).
 - Based upon design, changes to ownership from prior imports can be identified through a single workflow rule
 - Property Management User Enablement and Enhancements
 - Build a User Profile and support views to enable Management Company point of contacts to maintain data (Property Managers, Owners and other Property details) directly in the solution. This includes workflow to support:
 - submitting renewal licenses with minimal changes
 - requesting to remove a property from their profile
 - requesting to add a property already licensed
 - submit new license application
 - Turn on Audit Trails for key fields.
 - As needed, populate new new data objects with data:
 - Existing/historical data: provide a one time copy of historical data between objects already in the system (existing records)
 - New Licensing process: Automate the process to copy new license data automatically from the application object to the license object once a license has been approved
 - Enable bulk payment for Property Managers to pay for all licenses at once

- Search, Export & User Experience
 - Update solution to support external search indexing across all fields.
 - Support wildcard search
 - Improve performance for large data sets
 - default the .csv button to download all records
 - Enable inline editing
- Automate validation checks
 - Renewal applications that did not change will receive a unique status
 - Automate max occupancy based upon number of bedrooms
 - Add up to four (4) validation rules as determined by Customer
- Upgrade SnapApp solution to enable the latest SnapApp features around WCAG compliance, security, and configuration
- As time allows, refine the existing staff licensing dashboard
- Deploy each sprint solution to a non-production environment for Sprint System Testing and Customer testing per sprint (up to three sprints).
- Conduct Sprint System Testing per sprint (up to three sprints) and coordinate sprint User Acceptance Testing (“UAT”) of delivered functionality within this workstream.
- Engage with the Customer in up to two (2) hours of meetings per sprint (up to three sprints) to review the delivered functionality and gather feedback.

Workstream 3: Final Testing, Training and Production Deployment

- Deploy the end-to-end solution to a non-production environment for Customer testing.
- Work jointly with the Customer to facilitate end -to-end user acceptance testing in up to two (2) sessions of four (4) hours each in order to ensure the definition of done has been met for each user story. This includes documenting the results and solution bug fixes/tweaks.
- Resolve defects and re -test with the Customer in order to ensure the definition of done has been met for each user story.
- The Town of Keystone wishes to gain a deeper understanding of how to configure and maintain the solution. To this end, the Customer should be trained on the following **and assigned stories to complete:**
 - Email templates and other collaboration tools including Send Grid configuration
 - Managing Objects, Fields including default value setting (e.g autonumbering).
 - View, Workflow Rules and User Profile, setup and maintenance
 - Setup Document Generation
- Create Administrator and “Train the Trainer” training guides and a user video.

- Assumptions: These will be created in either presentation or document format and are not intended to be a full click-by-click user manual but rather a high-level guide to orient users to the delivered solution and how to use the major functionality. Materials will be created in English only.
- Conduct one (1) virtual workshop training session, up to three (3) hours, with up to three (3) Customer administrators covering key functions such as adding new users, updating security profiles, updating business rules and workflows, and modifying reports and dashboards.
- Conduct one (1) virtual “Train the Trainer” workshop training session, up to three (3) hours, with up to four (4) Customer trainers to enable key staff to train end users.
- Deploy the end-to-end solution to the Customer’s production environment.

Workstream 4: Production Monitoring (Hypercare)

- Monitor and support the delivered functionality for up to two (2) weeks after the deployment.

Project Management Tasks

- Monitor project work items, accomplishments, risk, issues, budget, and schedule regularly to ensure the project stays on track.
- Perform weekly status meetings, development standups, and other customer consultations with the project team to ensure project timelines and requirements are met
- Complete Project Schedule with inputs from the Customer Project Manager as needed
- Conduct sprint planning sessions that review the team's development capacity, goals for the sprint, and selection of the highest priority user stories that will fit within the Sprint with a focus on end-to-end and testable functionality.

Out of Scope

These are application features that are out of scope for this project. BlueVector AI can deliver these features in a future phase of the project.

- Any functionality not specified above.
- As time permits: Items to determine feasibility
 - Automated Sales Tax Licensing Verification

Post-Go-Live Hypercare Support Period (2 WEEK Term)

BlueVector AI will engage with the Customer to provide the following post go-live support services ("Hypercare") for this Solution. Hypercare includes monitoring the Solution after the final production deployment and logging and correcting any defects identified by users. During this period, BVAI will provide Tier 2 support which is defined as the resolution of solution defects that have been first triaged and validated by the Customer team ("Tier 1 team") against a delivered user story where the defined acceptance criteria are no longer met. BVAI will also recreate these defects to add details to user stories as needed.

The Customer Tier 1 team will submit requests through email or the BlueVector AI project tracking tool, or when required, a direct telephone call can be coordinated. Our technical support staff is available Monday through Friday, 9:00 a.m. to 6:00 p.m. CDT. BlueVector AI will respond to all requests within the schedule below and provide an estimated time for completion of the requested work or a request for further clarification on the request to facilitate resolution. BlueVector AI will endeavor to complete the work as soon as possible but does not guarantee any specific resolution time. All BlueVector AI and Google technical support personnel will be available via Email, Google Chat, or scheduled Google Meet. The table below details the response schedule:

Severity	Description of Severity	Response Time
Priority 1	System down or a critical defect inhibiting a large number of users from performing key tasks with no workarounds.	2 hours
Priority 2	An important defect that significantly impacts the performance of a large number of users or a critical issue that impacts a small number of users with no workaround.	1 Business Day
Priority 3	Small defects that impact general usability or an important defect that impacts a small number of users.	2 Business Days

Delivery Approach

BlueVector AI's proven process for quickly and effectively delivering Google projects leverages the strengths of both Waterfall and Agile methodologies. We solidify the project's foundation through a thorough upfront Waterfall phase, where requirements are meticulously gathered, analyzed, and documented. This detailed blueprint ensures everyone is aligned on the target and mitigates scope creep during the following build and user acceptance testing sprints. Once the requirements are locked, we shift gears to Agile for the build cycles. Here, we break down development into sprint cycles (typically 2 to 3 weeks), allowing for rapid prototyping and demos of completed functionality shared at strategic increments. These demos serve as valuable touchpoints to showcase progress, gather feedback, and foster alignment among stakeholders, tying delivered work products back to the design blueprints. This iterative approach is ideal for short project cycles, as it promotes responsiveness and adaptability while still adhering to the predetermined requirements established in the Waterfall phase.

Our Agile methodology extends beyond development completion, seamlessly transitioning into dedicated User Acceptance Testing ("UAT") sprint cycles focused on requirement confirmation and user experience refinement. This phase serves as a crucial final validation step, ensuring the delivered solution aligns with the defined requirements documented in the approved design documents. Emphasis on upfront requirements gathering and validation ensures alignment with client expectations early on, minimizing the need for significant changes during the testing phase.

During our Validate Phase, we welcome insightful defect reports and feedback that refine the user experience. Any substantial changes are added to our project backlog wish list and carefully evaluated through a defined change control process. This approach helps to safeguard the original project scope and go-live timelines while providing the opportunity for new ideas to be incorporated through a change order with full transparency to any changes in the project plan. These new ideas can also be saved for a downstream project or phase.

Ultimately, UAT culminates in a confident, collaborative sign-off, paving the way for a jointly agreed-upon deployment plan. This ensures a smooth go-live, where your final vision is put into

the hands of your end users while the Delivery team is available to support during the hypercare cycle.

Our hybrid approach offers the best of both worlds: upfront clarity and focus from Waterfall, combined with Agile's nimbleness and responsiveness, making it a perfect fit for our fast-paced project cycles.

BlueVector AI Resources

Resource	Responsibilities
Project Manager	Coordinate multiple work efforts, ensuring Customer's business objectives are met. Manage project resources to ensure quality, completeness, and timeliness of all tasks. Conduct and document the project schedule, project status meetings, sprint planning, and project review meetings. Deliver weekly status reports. Evaluate Customer priorities and execute change control processes to ensure the Customer's needs are met.
Solution Architect	This role will serve as a technical lead on the project team, providing architectural oversight and assistance. They will work with the project manager on a daily basis to steer the development team members to ensure Solution features are operating correctly and Customer expectations are met. Any new Solution features or architecture changes will be reviewed and approved by the Solution Architect.
Cloud Consultant	Evaluate Customer priorities throughout the project and execute change control process to ensure the project meets the Customer's requirements Manage preparation and communication of deliverables documentation Configuring the SnapApp solution User Story Creation Unit Test Creation and Unit Testing Help Conduct Administrator and Train-the-Trainer or End-User Training
Cloud Developer	Develop custom code and integrations. Build and execute unit tests. Document code to the appropriate level of detail.

Customer Obligations

BlueVector AI's assumptions for cost and delivery schedules are based on your active and timely participation throughout the project. You will be responsible for certain key project tasks, deliverables, and timely reviews of BlueVector AI work to maintain the project schedule and budget. If these obligations are not fulfilled, a Change Order to address the resulting budgetary impact will be required. Your expected involvement includes these key responsibilities:

- Assign a Product Owner as the owner of the Product Backlog, as described herein, that has this project as their top priority for its duration. Because of the critical nature of this role, it is understood that a change in Product Owner will cause a material delay in the project.
- Assign a Customer Project Manager as the single point of contact for issue resolution, activity scheduling, and information collection and dissemination.
- Conduct User Acceptance Testing as described in this SOW.
- Answer questions from BlueVector AI within 24 hours. The Customer agrees that failure to perform its material obligations described in this SOW, including review of deliverables or delayed or changed decisions, that result in a project delay will increase the project cost through a change order.
- Provide access to all sample data and documents necessary for the development and testing work to be completed.
- Purchase all required software or hardware directly from the appropriate vendor, and provide technical support as necessary.

Customer Resources

The Customer will assign appropriately skilled resources to fulfill these roles:

Resource	Responsibilities	Involvement
Internal Project Leader	This individual will review and approve all key issues that require management decisions. This person will act as a liaison to BlueVector AI. Their role will be to coordinate internal Customer	Full-time during Planning and Workshops; 20% involvement in subsequent activities

Resource	Responsibilities	Involvement
	project activities and escalate issues that require management decisions.	
Subject-Matter Experts	Provide detailed information on business and technical requirements as needed to complete the project.	Fully available during the requirements gathering workshop and UAT. This team should be small while still adequately covering all areas in the scope of the project.
System Administrator	Participate as part of a project team to assist with the implementation (setup and customization) and provide ongoing support of the application	25%

Assumptions

- Any production deployment procedures including internal security or go-live processes (e.g. ATO) and documentation required by the Customer have been communicated to BlueVector AI and impacts are identified above.
- The Customer will internally manage the feedback and approval process for all internal stakeholders/departments and external agencies, including gathering consolidated feedback for all elements requiring approval.
- To the extent services are to be performed at Customer's facilities, Customer will provide to BlueVector AI at no charge appropriate computer hardware and software, broadband internet access, communications resources, system and user documentation, office space and supplies, and a safe and non-hostile work environment.
- SnapApp will use the SendGrid API to send emails (sent manually by users or automatically via a workflow action in the SnapApp solution) unless a different email provider is identified above. The Customer is responsible for signing up for SendGrid API for their SnapApp instance. More information can be found here: <https://sendgrid.com/en-us/pricing-and-plans>
- Administrator Training presumes completion of the [SnapApp Admin Fundamentals course](#). Consequently, any project-specific Administrator Training workshops detailed in this Statement of Work will concentrate on relevant configurations only.

- Customer and BlueVector AI understand that any dependency on SIPA may impact schedule and or impact the implementation of Bulk Payment Processing.
- Customer will review and update (as needed) any data prior to import. SnapApp data import utility assumes there is a precise way to match any imported data at the object and record level. Records that do not match may not be imported.

User Acceptance Testing

This Agile project timeline is based on the assumption that the Customer will contribute to, and review deliverables rapidly. Starting at Sprint Review, the Customer will have three (3) business days (“Evaluation Period”) to test newly completed User Stories/Deliverables and to identify any Defects, otherwise they will be considered accepted. BlueVector AI will provide notice prior to the end of the Evaluation Period. If the Customer cannot complete this feedback within three days, they must provide written notice to BlueVector AI. Following receipt of this notification, the Customer and BlueVector AI will jointly agree upon a completion date for that item and BVAI will provide written confirmation of the new target completion date. Within the Evaluation Period, the Customer will provide specific and comprehensive feedback on all changes in writing. BlueVector AI will correct the Defect as soon as reasonably practicable, where upon the Customer will receive an additional Evaluation Period commencing upon its receipt of the corrected User Story to verify that the Defect has been corrected. All requested changes that are not Defects shall be included as User Stories in the Product Backlog and prioritized by the Customer Product Owner.

BlueVector AI will provide best practice recommendations to the Customer on test environment, test scenario development, and resource assignment. The Customer will provide BlueVector AI with such assistance as may reasonably be required to verify the existence of and correct a reported Defect. All defects will be documented in BlueVector AI’s Asana project management software with an associated level of priority. These priority levels are highlighted in the below table. The Customer and BlueVector AI will jointly agree upon defects to be remediated before solution deployment based on priority level.

Customer and BlueVector AI define acceptance of the Requirement/User Story within the Evaluation Period as:

- User Story meets the acceptance criteria that were defined during Sprint Planning.

- User Story passes all relevant prior acceptance criteria, verifying that no regression has occurred.

Dynamic Scope and Change Control

Both parties recognize that there may be modifications to the Project Scope from time to time during the project. Changes that result in an increase in project scope will require either (a) elimination or simplification of other requirements or User Stories to offset the increase, or (b) a Change Order to increase the Project's cost.

Change Process - For each scope change and associated new User Story requested by the Product Owner, BlueVector AI will estimate the cost and schedule impact of the change or new User Story. The Product Owner will then either (a) accept the new User Story into the Product Backlog and decide which User Story(ies) shall be removed or simplified to offset the increase (b) reject the change or new User Story, or (c) request revisions to the change or new User Story for reconsideration.

Changes to Fixed Fee Scope - In addition to the Change Process above, in the case of a Fixed Fee contract or any scope item or User Story which the Parties have agreed is subject to a fixed delivery fee, all changes will require execution of a Change Order by both parties prior to commencement of such work by BlueVector AI.

Governance

- Steering Committee - Customer and BlueVector AI will establish a Steering Committee from key members from both organizations to monitor risks, discuss relationship health, and identify any issues in need of dispute resolution. The committee will meet on a monthly basis at a minimum. BlueVector AI will involve the Governance Lead, Engagement Manager, and the BlueVector AI Project Manager. The Customer will involve the Executive Sponsor, Product Owner, Customer Project Manager, and other relevant stakeholders.

- **Status Reporting** - The BlueVector AI Project Manager will provide a weekly status report in writing to the Customer Project Manager and Product Owner. The weekly report will include the percentage of completion for each User Story, the pass rate for User Story Tests, key Project delivery milestone status, an estimated completion date for each milestone, as well as other information relevant to the delivery of the Project as may be agreed upon between the parties. This report will track action items and escalations between the BlueVector AI Project Manager and Customer Project Manager and Product Owner. A weekly project status call will be set up between the BlueVector AI Project Manager and the Customer Project Manager to review the content of the weekly status report.
- **Tools** - BlueVector AI recommends that our joint project teams use our Project Management tool for sprint planning, User Stories, issues, and defect tracking. The team will mutually agree to tools for document management, source control, collaboration, and other support functions during the course of the Project.

Escalation Process

The following procedure will be followed if a conflict between the parties relating to a party's performance of its obligations ("Conflict") arises during the performance of the SOW Services.

When a Conflict arises, the BlueVector AI and the Customer Project Managers will first strive to work out the problem internally;

- **Level 1:** If the parties' project managers cannot resolve the Conflict within two (2) working days, the Customer Executive Sponsor and BlueVector AI's Governance Lead will meet to attempt to resolve the issue;
- **Level 2:** If the Conflict is not resolved within three (3) working days after being escalated to Level 1, Customer's Executive Sponsor will meet with the BlueVector AI Engagement Manager & Manager of Professional Services to attempt to resolve the issue;
- **Level 3:** If the Conflict remains unresolved within three (3) working days, then the conflict will be referred to Customer's SVP or CIO and BlueVector AI's CEO (the "Lead Executives") for their review and resolution.

In all Conflicts, the parties agree to use reasonable good faith efforts to resolve such Conflicts in accordance with this escalation procedure. The parties will not (i) initiate legal proceedings for the resolution of the Conflict or (ii) exercise a right to terminate this SOW based upon the Conflict, until the earlier of (a) the Lead Executives' joint written conclusion that amicable resolution through continued negotiation is unlikely, (b) thirty (30) days after the written referral to such Lead Executives was made, or (c) thirty (30) days before the limitations period governing any such cause of action relating to such Conflict would expire. During any Conflict resolution, BlueVector AI agrees to provide the SOW Services to the extent practicable pending resolution of the Conflict.

Schedule

The timeline for this project is 14 weeks from kickoff to final deployment plus 2 weeks of post-go-live Hypercare support. The actual start date will be jointly determined after the Statement of Work and contracts are fully executed.

Phase	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Project initiation & Kickoff																	
Discovery																	
Design																	
Sprint 1																	
Sprint 2																	
Sprint 3																	
UAT																	
Deploy & Train																	
Hypercare																	

Project Deliverables

Deliverable	Description
Weekly Status Reports	Weekly project update providing status of work accomplished, work scheduled, and outstanding risks and issues.
Project Kickoff Deck	Kick-off presentation outlining project goals, scope and draft timeline with longpole considerations.
Business Requirements Document	Defines, documents, and prioritizes customer's business and technical requirements.
Solution Design Document	This document provides an overview of both functional and technical components. From a functional side this document may include personas, process flows, wireframes on the UI and UX design. The object model and key technical features are also included.
Configured Application	The application is configured and available for user acceptance testing by Customer.
Training Materials	Training Guide (presentation) in Slide Format.
Admin Training Materials	Training Guide (presentation) in Slide Format.
Production Go-Live Plan	Application Deployment Plan for go -live with production pre and post deployment steps.
Close-out Documentation	Summary of actions to close any remaining issues, recommendations for further attention by Customer.

Fixed Fee Services

Below is the implementation cost for this project:

Milestone	Description	Acceptance Criteria	Amount
Project Kickoff	Staffing all resources, completion of the kickoff deck and presentation	Completion of Kickoff Meeting	\$10,000
Workshops, Design Documents Delivery	Conduct Design Workshops, User Stories, and Solution Design	Email sign-off on User Stories and Solution Design	\$20,000
Sprint 1	Completion of Sprint Build and Demo	Completion of Sprint Demo	\$12,500

Milestone	Description	Acceptance Criteria	Amount
Sprint 2	Completion of Sprint Build and Demo	Completion of Sprint Demo	\$12,500
Sprint 3	Completion of Sprint Build and Demo	Completion of Sprint Demo	\$12,500
Final UAT & Training	Completion of Final UAT, Training Materials, and Email sign off on UAT and Training	Email sign-off on UAT and Training	\$10,000
Deployment	Deploy the solution to a production - ready environment	The solution is deployed into the production -ready environment	\$12,500
Total Cost of Implementation			\$90,000

Expiration: This proposal is valid for 30 days.

Travel and Expenses: Included in the costs listed above.

Signature and Terms

By signing below, BlueVector AI and the Customer acknowledge and agree to the terms and conditions set forth in the Professional Services Agreement and this SOW. The Effective Date of this SOW shall be the date executed by both parties.

Town of Keystone

BlueVector AI, LLC

Signature

Signature

Title

Title

Date

Date



Keystone Town Council Minutes

A Regular Meeting of the Keystone Town Council was held on May 13, 2025, at 7:00 p.m. at 1628 Sts. John Rd, Keystone, CO 80435. Full and timely notice of the meeting had been posted, and a quorum of the body was present.

I. CALL TO ORDER, ROLL CALL

Mayor Riley called the meeting to order at 7:27 p.m. The roll was called, and it was found there were present and participating at that time the following members: Councilmember Jonathan Hagenow, Councilmember Carol Kerr, Councilmember Steve Martin, Councilmember Aaron Parmet, Councilmember Dan Sullivan, Councilmember Valerie Thisted, and Mayor Ken Riley.

II. APPROVAL OF AGENDA

Mayor Riley presented the agenda.

Councilmember Hagenow moved to approve the agenda as presented.
Councilmember Parmet seconded.

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

III. COMMUNICATIONS TO COUNCIL

Mayor Riley opened the floor for public comment.

Mia Price from the Pines commented on the discussion on bans on flavored nicotine

products.

Christy Camp from Ski Tip spoke about the importance of education related to nicotine and tobacco products.

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

IV. CONSENT

A. FIRST READING OF ORDINANCES

- 1. Ordinance 2025-O-09, An Ordinance of Town Council of the Town of Keystone, Colorado, Regarding the Regulation of Excessive Noise in the Town of Keystone**

B. RESOLUTIONS

- 1. Resolution 2025-14, A Resolution of Town Council of the Town of Keystone, Colorado, Approving an Electronic Message Policy**

C. MEETING MINUTES

- 1. April 22, 2025 – Meeting Minutes**

D. EXCUSED ABSENCES

- 1. Carol Kerr – May 27, 2025 (excused)**
- 2. Jon Hagenow – June 10, 2025 (excused)**
- 3. Valerie Thisted – June 24, 2025 (unexcused)**
- 4. Jon Hagenow – November 25, 2025 (excused)**

E. OTHER

- 1. TOK25-005: Class 2 Site Plan Amendment 05 – Kindred Resort at Keystone**

Mayor Riley presented the consent agenda.

Councilmember Sullivan moved to approve the consent agenda.

Councilmember Hagenow seconded.

By voice vote, the motion passed unanimously, and the consent agenda

was approved as presented.

V. DISCUSSION

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

B. RESOLUTIONS

1. Resolution 2025-15, A Resolution of Town Council of the Town of Keystone, Colorado, Appointing Municipal Court Prosecutor

Mayor Riley recognized Town Manager John Crone to present Resolution 2025-15, Appointing Municipal Court Prosecutor.

Councilmember Sullivan moved to approve Resolution 2025-15, Appointing Municipal Court Prosecutor. Councilmember Kerr seconded.

By hand vote, the motion passed unanimously, and Mark Hurlbert was appointed as the Town's Municipal Court Prosecutor.

2. Resolution 2025-16, A Resolution of Town Council of the Town of Keystone, Colorado, Appointing Municipal Judge

Mayor Riley recognized Town Manager John Crone to present Resolution 2025-16, Appointing Municipal Judge.

Councilmember Hagenow moved to approve Resolution 2025-16, Appointing Municipal Judge. Councilmember Kerr seconded.

By hand vote, the motion passed unanimously, and Ronald Carlson was appointed as the Town's Municipal Judge.

C. OTHER - NONE

VI. PLANNING MATTERS

Mayor Riley recognized Town Manager John Crone and Community Development Director Lindsay Hirsh to present on the following panning matters.

- A. The Request for Proposals for the construction of the Brightwood Sidewalk will be posted this week, and an application has been submitted for the permit with the Colorado Department of Transportation.
- B. The students working on the Rural Technical Assistance Program have presented their final project related to the Community Action Plan. The Town is entering phase II of the grant process and will now be working with the Colorado State University Extension Program on next steps.
- C. Building and development permit applications have increased as the summer approaches.
- D. The SE Group is hosting two open houses related to the Comprehensive Plan on May 28th and 29th from 5:00 – 7:00 p.m.
- E. The Planning & Zoning Commission is meeting on May 15, 2025, to discuss the 3-mile plan.
- F. On May 28th, there will be a meeting with the U.S.P.S Postmaster for our area related to the process for obtaining mail delivery to cluster mailboxes.
- G. The Town has contracted with the SE Group for work on a northside connectivity plan.
- H. Town staff are continuing to work on understanding the potential transfer of open space and trails assets within town boundaries from Summit County to the Town of Keystone.
- I. The Trails and Open Space Advisory Board received 16 applications. Staff will bring proposed appointments to the next regular meeting.
- J. The Town will hear back about the grant application for the wildfire mitigation grant soon.

VII. REPORT OF TOWN MANAGER AND STAFF

The Town Manager noted that the next regular meeting will include a joint session with the Dillon Town Council to swear in the new joint police force. The Clerk's Office has received a notification that the Town has been awarded \$110,000 in grant funding from the Colorado Statewide Internet Portal Authority for development of Short-Term Rental software improvements. The Public Works Department has

begun planning for striping roads throughout Keystone. East Keystone Road construction will occur this summer to address road conditions, as well as Keystone Ranch Road. The annual audit is beginning next week. The Town Council will have a budget workshop at the end of June to discuss the status of the current year's budget projections, as well as to begin discussions for next year's budget. Staff are working on getting a sign for the Town put up on Highway 6. There are several major projects that Town Council and staff have tentatively identified for the coming year. Council will need to identify when and how to proceed on these projects at an upcoming meeting. May 31st is Town Clean-up Day. The CML District Meeting is taking place at Town Hall on May 29th at 5:00 p.m.

VIII. REPORT OF MAYOR AND COUNCIL

Mayor Riley recognized that it has been approximately one year since the Town Manager has been hired and expressed the Town Council's gratitude for his service.

Councilmember Sullivan shared about the upcoming conference call with Keystone Homeowners Associations with the U.S.P.S related to the implementation of cluster boxes. A proposed zip-code for the Town of Keystone has been included in proposed federal legislation. The Beer & Council meeting at Nowhere Pizza had good attendance and discussion.

Councilmember Kerr noted that May 7th was the close of the legislative session.

Councilmember Hagenow reported on discussions with community members at Beer with Council. Community members shared the importance of free parking being a key draw for Keystone Resorts. An STR owner in attendance also shared their perspective about a desire to do more to help the community.

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

X. SCHEDULED MEETINGS

XI. EXECUTIVE SESSION

XII. ADJOURNMENT

Seeing no further business to conduct, Mayor Riley adjourned the meeting at 8:44 p.m.

TOWN OF KEYSTONE, COLORADO

STAFF REPORT

TO: Mayor & Town Councilmembers
THROUGH:
FROM: John Crone, Town Manager
DATE: May 27, 2025
SUBJECT: Ordinance 2025-O-09, Noise Ordinance

Executive Summary:

This is the second reading and public hearing on a proposed noise ordinance.

Background:

The Noise Ordinance is designed to control the creation of excessive noise within Town limits and during certain hours.

This ordinance will provide the requirements to control noise to certain levels within the Town of Keystone. This ordinance will be related to the additional nuisance ordinances that have been passed or are being considered by the Town Council.

Since the first reading the following changes have been integrated into the proposed ordinance:

Section 3 – db(B) was added to the definitions.

Section 4. – Language defining where measurements take place and what allowable levels are in relationship to the location of measurement was added.

Previous Council Actions:

March 11, 2025 – workshop on details of proposed program

March 25, 2025 – workshop on details of proposed program

April 8, 2025 – workshop on details of proposed program

April 22, 2025 – workshop on details of proposed program

May 13, 2025 – ordinance passed on first treading

Financial Impacts:

The proposed ordinance will have a negligible financial impact.

Proposed Motions:

If the Council is interested in adopting the Noise Ordinance, it may do so by approving the following motion: *I move to approve Ordinance 2025-O-09, Regarding the Regulation of Excessive Noise Within the Town of Keystone.*

If the Council does not want to adopt the Nuisance Ordinance – General Provisions, it may do so by approving the following motion *I move to deny Ordinance 2025-O-09, Regarding the Regulation of Excessive Noise Within the Town of Keystone*

**TOWN OF KEYSTONE
ORDINANCE NO. 2025-O-09**

**AN ORDINANCE OF TOWN COUNCIL OF THE TOWN OF KEYSTONE, COLORADO,
REGARDING THE REGULATION OF EXCESSIVE NOISE WITHIN THE TOWN OF
KEYSTONE**

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

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

WHEREAS, the existence of excessive noise within the Town of Keystone will have a detrimental effect on the citizens and visitors in the Town; and

WHEREAS, the Town Council has determined that it is in the best interest of the health, safety, and welfare of the Town and its citizens to adopt an ordinance to regulate and control excessive noise within the Town of Keystone.

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

Section 1. The Town Council adopts the items in attached Exhibit A as the Town’s nuisance ordinance – general provisions regarding the regulation and control of excessive noise within the Town of Keystone.

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

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

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

Section 5. Effective Date. After adoption by the Town Council, this ordinance shall take effect on June 27, 2025.

INTRODUCED, READ AND PASSED AS AN ORDINANCE, ON FIRST READING, AND SCHEDULED FOR PUBLIC HEARING ON MAY 27, 2025, AT A REGULAR MEETING OF THE TOWN COUNCIL OF THE TOWN OF KEYSTONE, COLORADO, THIS

13th DAY OF MAY 2025.

Kenneth D. Riley, Mayor

ATTEST:

Town Clerk

APPROVED AS TO FORM:

Town Attorney

READ, PASSED AND ADOPTED WITH A ROLL CALL VOTE OF ____ IN FAVOR AND ____ OPPOSED ON SECOND READING, AT A REGULAR MEETING OF THE TOWN COUNCIL OF THE TOWN OF KEYSTONE, COLORADO, THIS 27th DAY OF MAY 2025.

Kenneth D. Riley, Mayor

ATTEST:

Town Clerk

APPROVED AS TO FORM:

Town Attorney

EXHIBIT A

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 a significant number of local shopping and service establishments;
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 mixed-use, commercially dominated area. For purposes of this section, short-term rentals licensed by the Town of Keystone are not considered commercial establishments.

8. A resort base area.

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

E. "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.

F. "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.

G. "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.

H. "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.

I. "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.

J. "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.

K. "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 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.

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

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

N. "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 from the property line of the premises or within the property line of the receptor premises, as determined at the Town's discretion, to determine compliance with this ordinance. The zone where the Town measures the sound levels shall determine the allowable levels.

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.

3. At the Town's discretion, if the noise source is determined to have excessive levels of bass noise, the sound levels may be determined using the db(B) scale.

Table A

<i>Residential Zone</i>	<i>7:00 a.m. to next 10:00 p.m.</i>	<i>10:00 p.m. to next 7:00 a.m.</i>
	55 db(A)	50 db(A)
<i>Commercial Zone</i>	<i>7:00 a.m. to next 11:00 p.m.</i>	<i>11:00 p.m. to next 7:00 a.m.</i>
	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 fifteen meters from the center of the lane of travel and within the speed limits specified below:

<i>Type of Vehicle</i>	<i>Speed limit of 56 kph or less</i>	<i>Speed limit of more than 56 kph</i>
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:		
- Before January 1, 1988	83 db(A)	87 db(A)
- On or after January 1, 1988	80 db(A)	80 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.

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.

Section 10. - General prohibition.

It shall be unlawful for any person to make, continue or cause to be made or continued any excessive or unusually loud noise which:

- A. Disturbs, annoys or endangers the peace, repose, comfort, safety or health of others; or
- B. Endangers or injures personal or real property.

TOWN OF KEYSTONE, COLORADO

STAFF REPORT

TO: Mayor & Town Councilmembers

FROM: John Crone, Town Manager
Jennifer Madsen, Town Attorney

DATE: May 27, 2025

SUBJECT: [FIRST READING] 2025-O-10, An Ordinance Of The Town Council Of The Town Of Keystone, Colorado, Adopting Regulations to Impose Fire Restrictions and Prohibit Fireworks and Adopting Penalties for Violations

Executive Summary:

Ordinance No. 2025-O-10 proposes regulations concerning the implementation of emergency fire restrictions and the use of fireworks within the Town. The proposed measures aim to mitigate fire risk, clarify enforcement authority, and enhance public safety during periods of elevated fire danger.

Recommendation:

Staff recommends that Council approve Ordinance 2025-O-10 on first reading.

Background:

Recent fire seasons in Colorado have demonstrated the increasing frequency and severity of wildfires, often exacerbated by human-caused ignition sources such as open burning and fireworks. Municipalities have the authority to impose fire-related regulations to protect against human caused wildfires.

The Town lacks its own procedures to regulate open fires and fireworks during high-risk periods. The Town has been operating under the Summit County's fire and fireworks

ban ordinance. This ordinance seeks to implement the Town's own regulations by granting authority to the Chief of Police to declare fire restrictions and by establishing clearly defined prohibited and permitted activities under Stage 1 and Stage 2 fire restrictions.

Section 1 of the draft ordinance is consistent with the Dillon Town Code and aligns with similar regulations adopted by other jurisdictions in Summit County. Section 2, which was revised following the May 13 work session discussion, establishes a total ban on all fireworks in Keystone at all times. The revised language updates the definition of "fireworks" to align with the International Fire Code, which is widely adopted by local governments as the standard for fire safety regulations. Fireworks are also regulated at the federal level by the Consumer Product Safety Commission (CPSC) and the U.S. Department of Transportation (DOT). The DOT classifies fireworks into two categories: 1.3G and 1.4G. The "G" indicates a specific compatibility group for explosives. Category 1.3G includes higher-risk, professional-grade fireworks typically used in large public displays, such as aerial shells, salutes, multi-break shells, large rockets or missiles, professional-grade roman candles, and display cakes. Category 1.4G includes consumer-grade fireworks considered less hazardous, such as sparklers, firecrackers, fountains, small rockets, smoke bombs, and novelty items. These categories are included in the International Fire Code. The ordinance adopts these classifications to provide clarity and consistency with established fire and safety standards.

Section 1 – Emergency Fire Restrictions

- Authorizes the Chief of Police to declare fire restrictions as needed.
- Defines "open fire" and lists specific fire-related activities permitted or prohibited under:
 - **Stage 1 Fire Restrictions** (e.g., limited private fire use with safety measures).
 - **Stage 2 Fire Restrictions** (e.g., broad prohibitions with only a few exceptions).
- Includes safety requirements and enforcement mechanisms.
- Establishes fines for violations, increasing with subsequent offenses. [Town

Council has the authority to set the fine amounts.]

Section 2 – Fireworks Regulation

- Definitions:
 - Fireworks are defined broadly to include any device that creates visible or audible effects through combustion or explosion.
 - Distinctions are made between:
 - 1.3G Fireworks (professional-grade, large display items like aerial shells and salutes), and
 - 1.4G Fireworks (consumer-grade items like sparklers and fountains).
 - Social host includes any individual who owns, rents, or controls a property—or hosts a gathering—where fireworks are used.
 - Strict liability means a social host may be held responsible regardless of intent or knowledge of the violation.
- Prohibition: All possession, sale, use, handling, manufacture, and storage of fireworks are prohibited within the Town limits.
- Social Host Liability: Social hosts are strictly liable for violations occurring on property they control or at events they organize. Exceptions are provided for residents in multi-family housing who are not directly involved in gatherings where violations occur. This social host liability provision was added since the work session. If Council prefers, it can be removed. The rationale for including it is that enforcement may be more practical when holding property owners or renters accountable, rather than attempting to identify the specific individual who discharged the fireworks.
- Establishes fines for violations, increasing with subsequent offenses. [Town Council has the authority to set the fine amounts.]

Alternatives:

Town Council may propose alternative directions for an amendment to the liquor regulations.

Financial Considerations:

There are no financial considerations applicable to this ordinance.

Previous Council Actions:

This draft ordinance was discussed at the Council work session on May 13 and Council provided direction for amendments and to place the ordinance on a regular meeting agenda.

Next Steps:

If Council approves this Ordinance on first reading, it will proceed to a second reading and public hearing on June 10. Unless approved as an emergency ordinance on June 10, the effective date of the ordinance is thirty days after its publication.

Suggested Motions:

Approval:

- I move to APPROVE 2025-O-10, An Ordinance Of The Town Council Of The Town Of Keystone, Colorado, Adopting Regulations to Impose Fire Restrictions and Prohibit Fireworks and Adopting Penalties for Violations

Denial:

- I move to DENY Ordinance 2025-O-10, An Ordinance Of The Town Council Of The Town Of Keystone, Colorado, Adopting Regulations to Impose Fire Restrictions and Prohibit Fireworks and Adopting Penalties for Violations

Attachment and Link:

- 2025-O-10, An Ordinance Of The Town Council Of The Town Of Keystone, Colorado, Adopting Regulations to Impose Fire Restrictions and Prohibit Fireworks and Adopting Penalties for Violations

**TOWN OF KEYSTONE
ORDINANCE NO. 2025-O-10**

**AN ORDINANCE OF TOWN COUNCIL OF THE TOWN OF KEYSTONE,
COLORADO, ADOPTING REGULATIONS TO IMPOSE FIRE
RESTRICTIONS AND PROHIBIT FIREWORKS AND ADOPTING
PENALTIES FOR VIOLATIONS OF THE SAME**

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

WHEREAS, open fires and the use of fireworks during periods of elevated fire risk present a significant danger to public safety and can lead to the uncontrolled spread of wildfire, endangering lives, homes, businesses, and natural resources; and

WHEREAS, Section 31-15-103 C.R.S. grants municipalities the authority to adopt ordinances and regulations to protect public health and safety; and

WHEREAS, the Chief of Police is informed to evaluate local fire risk and implement timely and appropriate fire restrictions as necessary; and

WHEREAS, adopting clear, tiered fire restriction measures—designated as Stage 1 and Stage 2—provides structure for residents and first responders to understand and comply with fire safety requirements during emergency conditions; and

WHEREAS, defining permitted and prohibited activities during Stage 1 and Stage 2 fire restrictions enhances public awareness and supports consistent enforcement; and

WHEREAS, because of the Town of Keystone’s location and the risk of heightened fire danger, the use, sale, or possession of fireworks is prohibited; and

WHEREAS, it is in the best interests of the Town to establish regulations that enable swift and enforceable restrictions on fire-related activities.

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

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

Section 2. Town Council adopts the following regulations related to fire restrictions and use of fireworks.

Section 1. Emergency fire restrictions.

The Chief of Police is hereby authorized to declare emergency fire restrictions on open fires, or to place other restrictions on open fires and other activities, as necessary

to protect the health, safety, and welfare of the citizens of the Town. For the purposes of this Section, "open fire" includes any outdoor fire, including but not limited to campfires, warming fires, bonfires, fires contained within grills fueled by wood or charcoal, fireworks, smoking or the prescribed burning of fence rows, fields, wild lands, trash and debris.

- (1) A Stage 1 fire restriction signals a very high fire potential. When conducted with the safety measures defined in Subsection (5) of this Section, the following are allowed when the Chief of Police declares Stage 1 fire restrictions:
 - a. Fires on private property which are:
 1. Contained to a commercially designed and manufactured outdoor fireplace or portable outdoor fireplace that is equipped with a protective screen;
 2. Placed in an area that is barren;
 3. At least fifteen (15) feet from any flammable material or structures; and
 4. No larger than three (3) feet wide and two (2) feet tall.
 - b. Fires within a designated dispersed camping site or picnic area that are contained within a permanent metal fire ring.
 - c. Fires in gas, charcoal, or wood pellet grills.
 - d. Commercial sale of firewood or charcoal.
 - e. Pile burns with the proper permits.
 - f. Fires contained within a fireplace, stove, wood burning stove, or pellet stove designed for and located in a fully enclosed permanent structure.
 - g. Fires caused or administered by any Federal, State, or local officer or member of an organized rescue or firefighting force in the performance of an official duty.
 - h. Smoking, which is permissible by other law, and which is at least three (3) feet away from natural vegetation or flammable materials.
 - i. Operating a chainsaw, so long as the operator is equipped with, and has ready for immediate use, an appropriate dry chemical fire extinguisher.
 - j. Using a flame torch device outdoors when the use is at least fifteen (15) feet away from natural vegetation or flammable materials and the operator is equipped with, and has ready for immediate use, an appropriate dry chemical fire extinguisher.
 - k. Inflating or propelling a hot air balloon.
 - l. Using an off-highway vehicle ("OHV") in compliance with state and local laws.
- (2) The following are prohibited when the Chief of Police declares Stage 1 fire restrictions:

- a. Using or selling recreational fireworks and tracer ammunition, including any projectile containing explosive or incendiary material or chemical substances.
 - b. Using or selling recreational explosives, including explosive targets.
 - c. Disposing of any burning object outdoors, including without limitation, any cigarette, cigar, or match.
 - d. Any other prohibition on open fires or other activities related to this Section which the Chief of Police includes in the declaration.
- (3) A Stage 2 fire restriction signals extremely high fire potential. When conducted with the safety measures defined in Subsection (5) of this Section, the following activities are allowed when the Chief of Police declares Stage 2 fire restrictions:
- a. Fires in gas grills.
 - b. Fires contained within a fireplace, stove, wood burning stove, or pellet stove designed for and located in a fully enclosed permanent structure.
 - c. Smoking, which is permissible by other law, and which is at least three (3) feet away from natural vegetation or flammable materials.
 - d. Operating a chainsaw, so long as the operator is equipped with, and has ready for immediate use, an appropriate dry chemical fire extinguisher.
 - e. Using a flame torch device outdoors when the use is at least fifteen (15) feet away from natural vegetation or flammable materials and the operator is equipped with, and has ready for immediate use, an appropriate dry chemical fire extinguisher.
 - f. Using an OHV in compliance with state and local laws and operated only on designated routes or in designated OHV staging areas.
- (4) When the Chief of Police declares Stage 2 fire restrictions, only activities expressly listed in Subsection (3) of this Section are allowed. Prohibited activities during a Stage 2 fire restriction include, but not limited to, the following:
- a. Fires on private property.
 - b. Fires within a designated dispersed camping site or picnic area.
 - c. Using charcoal or wood pellet grills.
 - d. Using or selling any explosives, although commercial applications may be licensed or permitted by the local fire protection district and the Chief of Police.
 - e. Selling, commercially, firewood or charcoal.
 - f. Inflating or propelling a hot air balloon.
 - g. Using any projectile containing explosive or incendiary material, or other chemical substances, including tracer ammunition.
 - h. Fireworks displays, including professional or licensed displays.

- i. Pile burns, including burns for which licenses or permits have been issued.
 - j. Operating or using any internal or external combustion engine without a proper spark arresting device in effect.
 - k. Any other prohibition on open fires or other activities related to this Section which the Chief of Police includes in the declaration.
- (5) For purposes of this Section, the required safety measures are:
- a. The activity must be constantly attended by a responsible adult;
 - b. The fire, equipment, or items used in the activity must be extinguished and cool to the touch prior to leaving unattended; and
 - c. The activity must be conducted with one (1) of the following methods of extinguishing fire available for immediate utilization: an appropriate portable fire extinguisher; a container of at least five (5) gallons in volume containing water or other appropriate fire suppressant; or a charged garden or water hose.
- (6) Violations of this Section shall be punished by the Municipal Court as a noncriminal infraction under a penalty assessment of one hundred fifty dollars (\$150.00) for the first offense, five hundred dollars (\$500.00) for the second offense and nine hundred ninety-nine dollars (\$999.00) for all subsequent offenses.

Section 2. Fireworks.

- (a) Definitions. As used in this Section, unless the context clearly requires otherwise:

Fireworks means any composition or device for the purpose of producing a visible or an audible effect for entertainment purposes by combustion, deflagration or detonation, including those classified as 1.3G fireworks or 1.4G fireworks.

1.3G Fireworks means large fireworks devices which are explosive materials, intended for use in fireworks displays and designed to produce audible or visible effects by combustion, deflagration or detonation. Such 1.3G fireworks include, but are not limited to, firecrackers containing more than 130 milligrams (2 grains) of explosive composition, aerial shells containing more than 40 grams of pyrotechnic composition and other display pieces which exceed the limits for classification as 1.4G fireworks. Such 1.3G fireworks are also described as Fireworks, UN 0335 by the DOTn. Examples of 1.3G Fireworks include aerial shells, salutes, multi-break shells, large rockets or missiles, professional-grade roman candles, and display cakes.

1.4G Fireworks means small fireworks devices containing restricted amounts of pyrotechnic composition designed primarily to produce visible

or audible effects by combustion or deflagration that complies with the construction, chemical composition and labeling regulations of the DOTn for Fireworks, UN 0336, and the US Consumer Product Safety Commission as set forth in CPSC 16 CFR Parts 1500 and 1507. Examples of 1.4G Fireworks include sparklers, firecrackers, fountains, small rockets, smoke bombs, and novelty items like snakes.

Social host means:

1. An owner of any private residential or non-residential real property in the town; or
2. Any person who has the right to use, possess, or occupy public or private property under a lease, permit, license, rental agreement, or contract; or
3. Any person who hosts, organizes, supervises, officiates, conducts, or is otherwise responsible for a gathering on public or private property.

Strictly liable means that no culpable mental state or mens rea of any type or degree shall be required to prove a violation.

(b) *Prohibition.* A person's possession, manufacture, storage, sale, handling, and use of fireworks are prohibited.

(c) *Social host permitting use of property for possession or use of fireworks prohibited.* It is unlawful for a social host to permit any person to possess or use fireworks anywhere on property owned or otherwise subject to the control of the social host, as defined herein.

(d) *Social host strictly liable.* Any social host shall be strictly liable for any use or possession of any fireworks in violation of this section.

(e) *Exceptions to social host liability.* No person who has the right to use, possess, or occupy a unit in a multifamily residential property under a lease, rental agreement, or contract shall be liable for a violation of this section occurring in the common area of the property unless the person hosts, organizes, supervises, officiates, conducts, or is otherwise responsible for a gathering at which the violation occurs.

(f) Violations of this Section shall be punished by the Municipal Court as a noncriminal infraction under a penalty assessment of one hundred fifty dollars (\$150.00) for the first offense, five hundred dollars (\$500.00) for the second offense and nine hundred ninety-nine dollars (\$999.00) for all subsequent offenses.

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

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

Section 5. Effective Date. This ordinance shall take effect and be enforced thirty (30) days after final publication.

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

_____ DAY OF _____, 2025.

Kenneth D. Riley, Mayor

ATTEST:

Town Clerk

APPROVED AS TO FORM:

Town Attorney

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

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Kenneth D. Riley, Mayor

ATTEST:

Town Clerk

APPROVED AS TO FORM:

Town Attorney

TOWN OF KEYSTONE, COLORADO

STAFF REPORT

TO: Mayor & Town Councilmembers
THROUGH: John Crone, Town Manager
Jennifer Madsen, Town Attorney
FROM: Lindsay Hirsh, Community Development Director
DATE: May 27, 2025
SUBJECT: Resolution 2025-18: A Resolution of Town Council of Keystone, Colorado, Appointing and Setting Terms of the First Members of the Town of Keystone Trails and Open Space Advisory Board

Executive Summary:

The purpose of this resolution is to set term limits and document the appointment of the 13 regular and 3 alternate members of the Trails and Open Space Advisory Board and the terms of those members.

Background:

The Advisory Board will advise the Town Council on the Town's open space, trails, parks and recreation projects. The Advisory Board members will assess the state of the trails, paths, open space, parks and recreation facilities inside the town, as well as those forest service trails which connect to the town and make recommendations to the Town Manager and Town Council for future maintenance and development needs. Initially, the Advisory Board will provide input to the trails and open space portion of the town's Comprehensive Plan which is being developed by the Community Development Department. After adoption of the Comprehensive Plan, the Advisory Board will lead the effort with consultant support to develop a Town Trails and Open Space Master Plan which will lay out the long-term vision for the future development and use of trails and open space in the town, funding requirements and potential sources of funds to make the vision a reality.

Article IX of the Town of Keystone Home Rule Charter states that the Town Council has the authority to create boards, commissions, and committees. Furthermore, the Town Charter states that the Town Council may form boards, commissions, and committees for the purpose of studying, making recommendations and advising the Town Council on particular subject matters. These bodies can be created for any duration, as determined by Town Council, and must be formed through an ordinance or resolution. The establishing ordinance or resolution must specify the following details:

1. The subject matter or focus of the board, commission, or committee;
2. The number and qualifications of members and whether there are alternate members, non-voting advisory members, or liaison members;
3. The expected duration of its existence; and
4. Any other relevant information to facilitate the organization and functioning of the board, commission, or committee.

On September 24, 2024, the Town Council adopted Ordinance No. 2024-O-11 for the purpose of forming certain boards and commissions to study matters in greater detail and to sit in an advisory capacity to the Town Council. Subsequently, on February 11, 2025, Town Council adopted Ordinance No. 2025-O-03 that amended Ordinance No. 2024-O-11 to provide greater flexibility in the numbers of members for the Trails and Open Space Advisory Board and Business Advisory Board.

In early May, at the direction of the Town Council, Staff advertised for applicants to fill the newly formed Trails and Open Space Advisory Board. The advertisement/recruitment garnered 16 interested applicants. Please see Attachment A that illustrates a list of the applicants and adjoining letters of interest and resumes.

Based on the level of interest in the Advisory Board, and the recommendation from Town Council, staff recommend appointing 13 regular Members and 3 alternate members to the Advisory Board. Ordinance 2025-O-03 in Section V.B. outlines that the “Trails and Open Space Advisory Board shall consist of a number of regular members as determined

by a Resolution adopted by Town Council. Section 1 of proposed Resolution 2025-15 establishes the number of members to serve on the Advisory Board.

Ordinance 2024-O-03 Section III.B.3 indicates that “each appointment shall be for a term of three years unless the appointment is to fill a vacancy. The initial terms of members of newly created boards, commissions and committees shall be staggered and shall be for either one, two, or three years.” Based on this requirement, staff have recommended 6 members serve a three year term, 5 members serve a two year term, and 2 members serve a one year term.

The following is a list with suggested terms for the members of the Advisory Board:

- Allen Porter – Regular Member - 3-year term
- Bernhard (Bernie) Steves – Regular Member - 3-year term
- Jack Owczarczak – Regular Member - 3-year term
- Ted Battreall – Regular Member - 3-year term
- Patti Banks - Regular Member - 3-year term
- Ashley Festoso - Regular Member - 3-year term
- Matthew Emory - Regular Member - 2-year term
- Sylvie Harlan - Regular Member - 2-year term
- Christy Camp - Regular Member - 2-year term
- Mia Pryce - Regular Member - 2-year term
- Dan Johnson - Regular Member – 2-year term
- Don Thomas - Regular Member - 1-year term
- Elle Willson - Regular Member - 1-year term
- Kayla Bruegger – Alternate Member – 1 year term
- Christopher Beebe – Alternate Member – 1 year term
- Zack Heineman – Alternate Member – 1 year term

Alternatives:

Not applicable.

Financial Considerations:

There is no financial consideration.

Previous Council Actions:

None

Next Steps:

Staff recommend that the Town Council appoint the 16 listed members with the suggested terms to the Town of Keystones Trails and Open Space Advisory Board.

Motion to Approve:

I move to APPROVE Resolution 2025-18: Appointing and Setting Terms of the First Members of the Town of Keystone Trails and Open Space Advisory Board

Attachment:

- Resolution 2025-18, A Resolution Of Town Council Of The Town Of Keystone, Colorado Appointing and setting the terms for the Town of Keystones Trails and Open Space Advisory Board.

TOWN OF KEYSTONE
Summit County, Colorado

RESOLUTION 2025-18

**A RESOLUTION OF TOWN COUNCIL OF THE TOWN OF KEYSTONE, COLORADO
APPOINTING AND SETTING THE TERMS OF THE FIRST MEMBERS OF THE
TOWN OF KEYSTONE TRAILS AND OPEN SPACE ADVISORY BOARD**

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

WHEREAS, Section 9.2, Article IX of the Town of Keystone Home Rule Charter outlines membership for boards, commissions, and committees assist the Town Council in planning the development of the Town; and

WHEREAS, the Town Council adopted Ordinance No. 2024-O-11 prescribing the process for establishing boards and committees; and

WHEREAS, the Town Council subsequently adopted Ordinance No. 2025-O-03, amending Ordinance 2024-O-11, amending section V.B. on Membership requiring the Town Council to set the number of regular members by adoption of a resolution; and

WHEREAS, the Town Council has determined, based on interest of the community and responsibility of the Advisory Board, that the Trails and Open Space Advisory Board should have 13 regular members and 3 alternate members; and

WHEREAS, on May 27, 2025, the Town Council reviewed the resumes of candidates for the Trails and Open Space Board and voted to appoint such members to the positions and the terms.

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

Section 1. The Town Council declares that the Trails and Open Space Advisory Board shall consist of 13 regular members and 3 alternate members.

Section 2. The Town Council appoints the following qualified individuals and for the specified term, which term is to begin on May 27, 2025, to the Trails and Open Space Advisory Board:

Allen Porter – Regular Member - 3-year term
Bernhard (Bernie) Steves – Regular Member - 3-year term
Jack Owczarczak – Regular Member - 3-year term
Ted Battreall – Regular Member - 3-year term
Patti Banks - Regular Member - 3-year term
Ashley Festoso - Regular Member - 3-year term

Matthew Emory - Regular Member - 2-year term
Sylvie Harlan - Regular Member - 2-year term
Christy Camp - Regular Member - 2-year term
Mia Pryce - Regular Member - 2-year term
Dan Johnson - Regular Member – 2-year term
Don Thomas - Regular Member - 1-year term
Elle Willson - Regular Member - 1-year term
Kayla Bruegger – Alternate Member – 1 year term
Christopher Beebe – Alternate Member – 1 year term
Zack Heineman – Alternate Member – 1 year term

Section 3. Effective Date. This Resolution shall be effective immediately upon adoption.

ADOPTED by a vote of __ in favor and __ against, this ____ day of _____, 2025.

By: _____
Kenneth D. Riley, Mayor

ATTEST:

Approved as to Form:

By: _____
Town Clerk

By: _____
Town Attorney