



Keystone Town Council Agenda

The Keystone Town Council will have a Regular Meeting on June 25, 2024, at 7:00 p.m. at 1628 Sts. John Rd, Keystone, CO 80435.

- I. CALL TO ORDER, ROLL CALL
- II. APPROVAL OF AGENDA
- III. COMMUNICATIONS TO COUNCIL
 - A. *Public Comment (Pursuant to Resolution 2024-18, comment is limited to non-agenda items only; 3-minute time limit please)*
- IV. CONSENT AGENDA
 - A. FIRST READING OF ORDINANCES -- NONE
 - B. RESOLUTIONS – NONE
 - C. MEETING MINUTES
 - 1. June 11, 2024 – Meeting Minutes
 - D. EXCUSED ABSENCES
 - 1. Councilmember Sarah Keel – June 25, 2024 - Excused
 - E. OTHER
 - 1. Accounts Payable List – May 24, 2024 – June 20, 2024
- V. DISCUSSION
 - A. CONSIDERATION OF ORDINANCES (SECOND READING/PUBLIC HEARING)
 - 1. Ordinance 2024-O-07, An Ordinance of Town Council of the Town of Keystone, Colorado, Adopting Short-Term Rental Regulations
 - B. RESOLUTIONS
 - 1. Resolution 2024-50, A Resolution of Town Council of the Town of Keystone, Colorado, Approving Master Services Agreement with Deckard Technologies
 - 2. Resolution 2024-51, A Resolution of Town Council of the Town of Keystone, Colorado, Approving TOK24-001, A General Subdivision Exemption Plat for Tract G, Keystone Village I Amended

- C. OTHER -- NONE
- VI. PLANNING MATTERS
- VII. REPORT OF TOWN MANAGER AND STAFF
- VIII. REPORT OF MAYOR AND COUNCIL
- 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



Keystone Town Council Minutes

A Regular Meeting of the Keystone Town Council was held on June 11, 2024, at 7:00 p.m. at 1628 Sts. John Rd, Keystone, CO 80435. Full and timely notice of this meeting had been posted and a quorum of the body was present.

I. CALL TO ORDER, ROLL CALL

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

II. APPROVAL OF AGENDA

Councilmember Parmet moved to approve the agenda as presented. Councilmember Sullivan seconded. The motion passed unanimously, and the agenda was approved as presented.

III. COMMUNICATIONS TO COUNCIL

Mayor Riley opened the floor for public comment.

Larry Pruss spoke regarding concerns of enforcement of Short-Term Rental Regulations.

John Mullins spoke regarding business experiences and lessons that may be relevant to the Town's incorporation.

Paula Paul spoke regarding the experience of current Short-Term Rental regulations in Summit County.

Larry Pruss spoke regarding traffic concerns in the Town.

Seeing no further comments, Mayor Riley closed the floor for public comment.

IV. CONSENT AGENDA

A. FIRST READING OF ORDINANCES

1. Ordinance 2024-O-07, An Ordinance of Town Council of the Town of Keystone, Colorado, Adopting Short-Term Rental Regulations
2. Ordinance 2024-O-08, An Ordinance of Town Council of the Town of Keystone Colorado, Amending Ordinance No. 2024-O-05, Town Of Keystone Land Use Code, And Declaring An Emergency

B. RESOLUTIONS – NONE

C. MEETING MINUTES

1. May 28, 2024 – Meeting Minutes

D. EXCUSED ABSENCES

E. OTHER

1. Accounts Payable List 4/16-5/23/2024

Mayor Riley read the consent agenda into the record. Councilmember Kerr moved to remove Ordinance 2024-O-07 from the consent agenda for discussion.

Councilmember Parmet seconded.

By hand vote, the result was:

Ayes: Councilmember Carol Kerr (1)

Nays: Councilmember Gretchen Davis, Councilmember Sarah Keel, Councilmember Aaron Parmet, Councilmember Dan Sullivan, Mayor Riley (5)

Absent: Councilmember Valerie Thisted (1)

Councilmember Parmet moved to approve the consent agenda as presented.

Councilmember Sullivan seconded. The motion passed unanimously, and the consent agenda was approved.

V. DISCUSSION

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

– NONE

B. RESOLUTIONS

1. Resolution 2024-47, A Resolution of Town Council of the Town of Keystone, Colorado, Approving Reimbursement of Incorporation Expenses

Mayor Riley indicated he had a conflict of interest in the matter of Resolution 2024-47, because of his role on the Incorporation Committee. Mayor Riley recognized Councilmember Sullivan as the chair and stepped out of the room.

Councilmember Sullivan assumed the role of chair.

Councilmember Davis identified for the record that she was involved in the Incorporation Committee but did not have a financial interest in the matter.

Town Manager John Crone and Town Attorney Jennifer Madsen introduced Resolution 2024-47, Approving Reimbursement of Incorporation Expenses.

Councilmember Parmet moved to approve Resolution 2024-47, Approving Reimbursement of Incorporation Expenses. Councilmember Keel seconded.

By hand vote, the result was:

Ayes: Councilmember Gretchen Davis, Councilmember Sarah Keel, Councilmember Carol Kerr, Councilmember Aaron Parmet, Councilmember Dan Sullivan (5)

Nays: (0)

Abstain: Mayor Ken Riley (1)

Absent: Councilmember Valerie Thisted (1)

Resolution 2024-47 was approved.

Mayor Riley returned to the meeting and resumed his position as chair.

2. Resolution 2024-48, A Resolution of Town Council of the Town of Keystone, Colorado, Adopting a Travel Policy

Town Manager John Crone and Town Attorney Jennifer Madsen introduced Resolution 2024-48, Adopting a Travel Policy.

Councilmember Davis moved to approve Resolution 2024-48, Adopting a Travel Policy. Councilmember Sullivan seconded.

The motion passed unanimously, and Resolution 2024-48 was approved.

3. Resolution 2024-49, A Resolution of Town Council of the Town of Keystone, Colorado, Adopting a Town Purchasing Policy

Town Manager John Crone and Town Attorney Jennifer Madsen introduced Resolution 2024-49, Adopting a Town Purchasing Policy.

Councilmember Davis moved to approve Resolution 2024-49, removing travel from unauthorized purchases in section E of the policy. Councilmember Parmet seconded.

The motion passed unanimously, and Resolution 2024-49 passed with the proposed changes.

Town Manager John Crone explained that the adopted policy required Town Council approval for additional purchasing cards outside of the Town Manager. He indicated the Town would need purchasing cards for the Town Clerk and the Public Works Director.

Councilmember Keel moved to allow purchasing cards for the Town Clerk and the Public Works Director. Councilmember Davis seconded.

The motion passed unanimously, and the Council approved the issuance of the additional purchasing cards.

C. OTHER –NONE

VI. PLANNING MATTERS – NONE

VII. REPORT OF TOWN MANAGER AND STAFF

The Town Manager provided an update on work at the Brightwood construction site. He shared updates on meetings with Senator Hickenlooper, the Summit County Health Department, Verticomm, Summit County Mayors Managers and Commissioners meeting, Dave Rossi County Manager, Summit County Sheriff's Office, CIRSSA, and Employers Council.

He indicated that Keystone Resort opens for summer operations on June 20th and that the Resort was hosting a mountain clean up on June 14th. The Town is being recognized by the National Repertory Orchestra on June 29th. Members of the Keystone community are encouraged to attend. He anticipates bringing items on nuisance ordinances, debrucing, social media policy, additional IGAs, and opting into Prop 123 at upcoming meetings.

VIII. REPORT OF MAYOR AND COUNCIL

Councilmember Sullivan provided an update on efforts to expand postal services in Keystone.

Councilmember Kerr provided updates about the Summit County Chamber's intention to focus on reaching out to more local businesses in Keystone. Mayor Riley provided updates on the Summit County Mayors Managers and Commissioners meeting where countywide transportation issues were discussed. He indicated that the IMTPR will not be splitting. A tour of mountain operations at Keystone Resort is anticipated to occur on July 19th. Dillion and Frisco have both passed resolutions in support of the Town of Keystone's membership in the Summit County Housing Authority.

- IX. OTHER MATTERS**
- X. SCHEDULED MEETINGS**
- XI. EXECUTIVE SESSION**
- XII. ADJOURNMENT**

Seeing no further business to discuss, Mayor Riley adjourned the meeting at 8:29 p.m.

TOWN OF KEYSTONE, COLORADO

STAFF REPORT

TO: Mayor & Town Councilmembers
THROUGH: John Crone, Town Manager
FROM: Madeleine Sielu, Town Clerk
DATE: June 25, 2024 – Regular Meeting
SUBJECT: [SECOND READING] Ordinance 2024-O-07, An Ordinance of Town Council of the Town of Keystone, Colorado, Adopting Short-Term Rental Regulations

Executive Summary:

The Town is expected to take on enforcement and administration of Short-Term Rental licenses on October 1, 2024. To do this, the Town needs to adopt a code concerning the regulation of short-term rentals.

Background:

On May 14, 2024, Staff provided an overview for Town Council regarding the existing Short-Term Rental regulations in unincorporated Summit County. Town Council directed staff to return to the following Work Session with a proposed ordinance that incorporated Council feedback. Staff brought a draft of the proposed ordinance to the Work Session on May 28, 2024, for Council's review. Council asked staff to bring the ordinance back for first reading after making the following updates:

- Including a section on the renewal process, to include criteria for renewal of Short-Term Rental Licenses.
- Removing the language requiring the Responsible Agent to respond in person within one hour, to reflect that resolution is required within one hour, allowing the Responsible Agent to potentially resolve the issue remotely.

- Designating the Town Manager or designee as the person to manage the appeal process, if a license is denied.

Alternatives:

Town Council may provide alternative direction on the adoption of short-term rental code.

Financial Considerations:

N/A.

Previous Council Actions:

Town Council discussed the adoption of a Short-Term Rental ordinance at the Work Sessions on May 14 and May 28, 2024.

Town Council approved the ordinance on first reading on the consent agenda on June 11, 2024.

Next Steps:

Town Council will need to adopt a Resolution adopting fees for Short-Term Rental licenses.

Suggested Motions:

To APPROVE:

I move to APPROVE Ordinance 2024-O-07, An Ordinance of Town Council of the Town of Keystone, Colorado, Adopting Short-Term Rental Regulations.

To DENY:

I move to DENY Ordinance 2024-O-07, An Ordinance of Town Council of the Town of Keystone, Colorado, Adopting Short-Term Rental Regulations

Attachment:

- Ordinance 2024-O-07, An Ordinance of Town Council of the Town of Keystone, Colorado, Adopting Short-Term Rental Regulations

**TOWN OF KEYSTONE
ORDINANCE NO. 2024-O-07**

**AN ORDINANCE OF TOWN COUNCIL OF THE TOWN OF KEYSTONE, COLORADO,
ADOPTING SHORT-TERM RENTAL REGULATIONS**

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

WHEREAS, the land that was eventually incorporated into the new Town of Keystone was located in and governed by Summit County, Colorado; and

WHEREAS, the Town is a resort-community and known for its beautiful mountain setting and world-class recreation opportunities; and

WHEREAS, the Town of Keystone is a tourist-based economy; and

WHEREAS, it is important that there are available short-term rental accommodations to those people wanting to visit and spend time in the Town; and

WHEREAS, beginning on October 1, 2024, the Town will provide the service of regulation of short-term rentals in the Town boundaries; and

WHEREAS, recognizing the importance of the tourist-based economy and the availability of short-term rental accommodations, Town Council desires to balance these needs with the potential impacts of short-term rental accommodations on neighbors; and

WHEREAS, the rental of a short-term rental by the property owner is the operation of a business; and

WHEREAS, the Town has the power to regulate businesses that operate within the Town under several laws, including, but not limited to (i) C.R.S. § 31-15-501 (concerning municipal authority to regulate businesses); (ii) C.R.S. § 31-15-401 (concerning municipal police powers); (iii) the authority granted to home rule municipalities by Article XX of the Colorado Constitution; and (iv) the powers contained in the Keystone Home Rule Charter; and

WHEREAS, the Town Council desires to adopt short-term rental regulations consistent with the previously applicable Summit County short-term rental regulations applicable to the Summit County Resort Overlay Zone; and

WHEREAS, the Town Council has determined that these regulations on short-term rentals will strike a balance. The regulations aim to support the Town's tourist-based economy by ensuring adequate accommodations and offering visitors the chance to immerse themselves in the town's stunning mountain scenery and top-tier recreational offerings. Additionally, the regulations seek to establish reasonable guidelines to foster harmonious relations among neighbors.

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

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

Section 2. The Town Council adopts the following regulations, Short-Term Rental Regulations, for the licensing of short-term rentals in the Town.

SHORT-TERM RENTAL REGULATIONS

A. Purpose.

The purposes of these regulations are:

1. Reasonably regulate and allow short-term rentals of residential real property;
2. Provide for short-term accommodations and establish operating standards to reduce impacts on adjacent neighbors resulting from short-term rentals; and
3. Designate a department of Town of Keystone to process applications for licenses for short-term rentals and provide the structure by which such entity will process and review the applications.
4. Provide a manner for submission and enforcement of neighbor complaints related to impacts of the use of short-term rentals.

B. Applicability.

The regulations set forth in this Ordinance shall apply to short-term rental Property only, as defined herein. This Ordinance shall not apply to the furnishing of lodging services in hotels, motels, lodges, or units within a building operating akin to that of a hotel/motel with a central check-in located within such facility, or to long-term leases.

C. Definitions.

Unless otherwise defined herein, the words and terms used in these regulations shall have the meaning as set forth in the Town of Keystone Land Use Code ("Land Use Code"), Ordinance No. 2024-O-05.

- a. *Advertise* means any act, method or means of drawing attention to a short-term rental for purposes of promoting the same for rent or occupancy.

- b. *Booking* means an agreement to rent a unit for a period of less than 30 consecutive days for an exchange of consideration.
- c. *Licensee* shall mean the person to whom a short-term rental license has been issued by the Town Clerk.
- d. *Rent* means allow the use of real property for a period of time. Rent includes such terms as lease, let, and borrow.
- e. *Short-term rental* (or "STR") means the rent for any form of consideration of a dwelling, dwelling unit, accessory dwelling unit, or portion of any dwelling unit to a particular person or persons for periods of time less than thirty (30) days. A short-term rental is a use that is accessory to the primary or principal use of such dwelling or dwelling unit..

D. Procedures.

1. Licensing Authority. The Town of Keystone Town Clerk is hereby designated as the licensing authority and enforcement agency for all STR applications and operations and is responsible for collecting fees, providing an application system, assisting the applicant with the application process, and monitoring and enforcement of these regulations and any applicable sections of the Land Use Code (collectively, the "STR Regulations"). The Town Clerk shall be authorized to promulgate all reasonable administrative rules and procedures necessary for the operation and enforcement of the STR Regulations.
2. License Required. No person or entity may advertise or operate an STR without a valid license.
3. Review Process. An application for an STR license shall be reviewed by the Town Clerk in accordance with the applicable criteria set forth in these regulations.
4. Review Criteria. The Town Clerk shall consider all of the required application materials and submissions and determine that all criteria have been met and required materials submitted prior to issuing an STR license.
5. Decision. A decision regarding the issuance of a license under these regulations shall be issued by the Town Clerk within 30 days once the application has been deemed complete.
6. Appeal. If an application for a short-term rental license is denied, the applicant may appeal that decision to the Town Manager or designee within ten (10) days of receipt of written notice of such denial; otherwise, the license denial shall be final and not subject

to appeal. If the Town Manager or designee upholds the denial of the short-term rental license, the applicant may appeal the Town Manager's denial decision within ten (10) days of receipt of written notice to the Town Council. The denial of a short-term rental license is an administrative decision.

7. Length of Validity and Renewal.

- a. A short-term rental license shall expire on September 30 of the calendar year following the year of initial license issuance, or when title of the short-term rental property transfers to a new owner, whichever occurs first. Each change in ownership of a short-term rental property shall require a new license, unless meeting one of the exceptions as listed in Section B.8. below.
- b. An application for renewal of a short-term rental license shall be submitted within the renewal period established by the Town Clerk.
- c. A short-term rental license which is not submitted for renewal during the established renewal period shall be considered expired and the property owner is required to submit a new license application.
- d. Upon receipt of a timely renewal application, the Town Clerk will review the application and administratively approve the renewal of the license, provided that for the year immediately preceding the date of renewal the following conditions are found by the Clerk to be fully satisfied:
 - i. The applicant for license renewal was the original applicant for the license to be renewed;
 - ii. The applicant continues to meet all requirements for issuance of a license provided by Section F.2;
 - iii. The applicant or the property is not presently in violation of this Article, other provisions of the Municipal Code, or conditions imposed upon the license;
 - iv. The applicant has not been cited for, charged with, or determined to be in violation more than three (3) times during the prior calendar year of a provision of this Article, other provisions of the Municipal Code, or a condition imposed upon the license;
 - v. The previously issued short-term rental license is current and valid and has not been suspended during the prior calendar year; and

vi. The property has no outstanding local or state tax obligations.

If any one of the conditions of this subsection (d) are not satisfied, the Town Clerk shall deny the renewal application.

The Town Clerk is authorized to issue a conditional renewal requiring the license holder to promptly remedy or resolve one (1) or more issues that otherwise would necessitate rejection or denial of the application or license renewal. The license holder's failure to timely satisfy a condition of license renewal shall, without any formal action other than notice to the license holder, result in the revocation of the license renewal as if the renewal was rejected upon initial application and never issued.

- e. Applicants whose application for renewal is denied pursuant to subsection d. of this Section may appeal the Town Clerk's decision in accordance with Section J.6.d.
- f. The owner of property for which a renewal application is denied in accordance with subsection d. above shall be ineligible to apply for a new license for a period of one (1) year from the date of rejection of the renewal application.
- g. Open Permits. When there is an open building permit or septic permit for an upgrade, remodel, or demolition, the STR license will remain in effect subject to annual renewal; however, no rentals may occur until the permit has received all final approvals, including a Certificate of Completion, Certificate of Occupancy, or Temporary Certificate of Occupancy, if required.

8. Transfer of Ownership.

- a. Ownership of a license may not be transferred, unless meeting one of the exceptions as listed herein.
 - i. The transfer of title to real property when there is no consideration if the grantee is a member of the grantor's immediate family. For purposes of this section, a family transaction shall mean between parents and children, spouses or domestic partners, siblings, grandparents and grandchildren, or other similar family relationship.
 - ii. The transfer of title to real property from a grantor to a trust established by the grantor.

- iii. The transfer of title to real property from a grantor to a limited liability company or another form of business entity recognized by Colorado law so long as the grantor has a controlling interest in such limited liability company or other business entity. Any transfer of title wherein the majority interest is no longer held by the same party or parties as who *originally* obtained the STR license shall be considered a non-exempt transfer and a new license will need to be obtained.
 - iv. Any transfer of the property between the same parties creating or terminating a joint tenancy in such property.
 - v. The transfer of title or change of interest in real property by reason of death, pursuant to a will, the law of descent and distribution, or otherwise.
 - vi. The transfer of title without consideration for the purpose of confirming, correcting, modifying, or supplementing a transfer previously recorded; making minor boundary adjustments; removing clouds of titles; or granting rights-of-way, easements, or licenses.
 - vii. The transfer of title pursuant to any decree or order of a court of record quieting, determining, or vesting title. The transfer of title between spouses or former spouses made pursuant to a separation agreement, decree of legal separation, or dissolution of marriage.
- b. Either prior to or within 30 days after the transfer, a property transfer purportedly meeting the requirements of this section, the new owners shall contact the Town Clerk and provide all necessary materials to determine if the transfer meets the exempt criteria above.

9. Property Owner. The owner of the STR Property shall be the holder of the license and is called the licensee. A property manager or other individual may submit the application for an STR license on behalf of the Property owner; however, the Town Clerk issues the license to the Property owner and the Property owner has responsibility for compliance with the STR Regulations.

10. Maximum Occupancy.

- a. Maximum occupancy at any time may not exceed the following, unless further restricted by an on-site wastewater treatment system (OWTS), and shall be in accordance with Section D.10.b:

- i. Single family, duplex and townhome units: a) two (2) persons per bedroom plus four (4) additional occupants; OR b) 1 person per 200 square feet of living area, whichever allows for a greater occupancy.
 - ii. Condominium units: a) two (2) persons per bedroom plus four (4) additional occupants, or two (2) persons per bedroom plus two (2) additional occupants in buildings with interior egress components less than 44 inches wide and without a sprinkler system; OR b) 1 person per 200 square feet of living area, whichever allows for a greater occupancy. When a condominium unit contains an approved lock-off room that meets the definition of a lock-off room set forth in Chapter 15 of the Town Land Use Code, the lock-off room shall be allowed a total of 4 occupants.
 - iii. Properties requesting occupancy in excess of 19 must first obtain a Class 2 Conditional Use Permit as required by the Town Land Use Code.
- b. STRs on on-site wastewater treatment systems (OWTS): the maximum overnight occupancy of the unit shall be limited to the capacity established on the OWTS permit. OWTS systems in Summit County are typically designed to accommodate a maximum occupancy of 2 persons per bedroom.
 - c. For the purposes of these regulations, a loft which meets the Building Department requirements for a potential sleeping room shall be allowed 2 occupants. Studios will be treated as one-bedroom units for the purposes of this Section.
 - d. Occupancy as permitted in the license is the total number of persons who may be at the Property at any one time.

E. Responsible Agent Required

1. Responsible Agent. Each licensee of a short-term rental Property shall designate a person or company to serve as the responsible agent ("Responsible Agent"). A licensee of a short-term rental Property may designate themselves as the Responsible Agent.
 - a. The Responsible Agent shall have access and authority to assume management of the unit and take remedial measures. The Responsible Agent shall be available 24 hours per day, 7 days per week to respond to

complaints, issues of concern, and violations related to these short-term rental regulations. The Responsible Agent, or their designee, must be able to affirmatively respond to complaints within an hour of notification of such complaint. Failure of a Responsible Agent to affirmatively respond to a complaint and attempt to resolve such complaint within an hour of notification shall be considered a violation.

- b. In the event of a fire ban within Summit County, the Responsible Agent is required to notify renters of the current fire restrictions and provide renters with instructions on how to access the Summit County Alert System for real-time emergency information during their stay.
- c. The licensee shall keep all property management and Responsible Agent information updated with the Town and in the STR unit.

F. Application

1. Application. The owner shall file a complete application for a short-term rental license with the Town Clerk through the established application system. The application shall not be deemed complete until all required information is submitted.

2. Application Materials. An application for a short-term rental license shall include the following:

- a. Application materials shall include all information and materials as set forth in these regulations as required in the application system.
- b. Contact information for Owner, property manager, if applicable, and Responsible Agent, including names, mailing address, phone number, and email. The licensee is required to keep all contact information up to date.
- c. Application fee as established by the Town Council by resolution.
- d. Self-Compliance Affidavit, signed by the owner under penalty of perjury, certifying compliance with the STR Regulations.
- e. Documentation listing all owners of a property, including form of ownership and percentage share, as applicable.
- f. Designation of Responsible Agent including contact information who shall be available 24 hours per day, 7 days per week, in accordance with the requirements set forth in Section E.1. above.

- g. If applicable, documentation of water supply and septic capacity adequate to serve the proposed use, including but not limited to improvements such as hot tubs. Such documentation shall include submittal of well permit, OWTS permit, and pumper report.
- h. A parking plan or description for the Property, which complies with the parking requirements set forth in Section G.2.a. below.
- i. A waste disposal plan or description for the Property, which complies with the requirements set forth in Section G.2.b below.
- j. Proof of all required state and local sales tax licenses.
- k. Owner shall certify that they have read and understood the Good Neighbor Guidelines, and shall make these guidelines available to all renters in the rental agreement and by posting it in a prominent location within the STR.

G. Standards And Operating Requirements

1. Health and Safety.

- a. All improvements on the Property shall be permitted by the applicable Building Inspection Department, Environmental Health Department, Engineering Department, and all other applicable agencies. Buildings, structures, or rooms shall not be used for purposes other than those for which they were designed or intended, i.e. rooms not approved as "sleeping rooms" by the Building Inspection Department shall not contain beds.¹
- b. Roofs, floors, walls, foundations, ceilings, stairs, handrails, guardrails, doors, porches, all other structural components and all appurtenances thereto shall be capable of resisting any and all forces and loads to which they may be normally subjected, and shall be kept in sound condition and good repair.
- c. Smoke detectors, carbon monoxide detectors and fire extinguishers shall be installed and operable per C.R.S. § 38-45-104, and all wood-burning fireplaces and stoves shall be cleaned on an annual basis.

¹ The Building Inspection Department refers to bedrooms as a sleeping room/ area. The Town Land Use Code and these regulations use the term bedroom which is defined in Chapter 15 of the Town Land Use Code and which definition is the same as the definition of sleeping room/area in the International Residential Code.

- d. An operable toilet, sink, and either bathtub or shower shall be located within the same building, and every room containing a toilet or bathtub/shower shall be completely enclosed by walls, doors, or windows that will afford sufficient privacy.
- e. There shall be a sufficient number of waste receptacles to accommodate all waste generated by those occupying the short-term rental Property.
- f. Partial home short-term rentals are rentals of rooms within a dwelling unit where access and cooking facilities are shared by other occupants within the home. Partial-home rentals may not be advertised as separate units, such as but not limited to, a separate lockoff, studio, or apartment; and advertisements for such Properties shall contain language about shared access and cooking facilities.
- g. Outdoor fire pits on a Property shall be permanently installed improvements that are permitted and inspected by the applicable fire district and/or the Building Inspection Department, if required per applicable building and fire code requirements. STR owners/applicants should check with their applicable fire district and the Building Inspection Department to determine if permits are needed. The use of portable outdoor fireplaces is prohibited.
- h. Electrical panels shall be clearly labeled.
- i. All short-term rental properties shall have reliable cellular or VoIP service available or provide access to a landline telephone to enable renters to call 911 in the event of an emergency.
- j. Sanitary Standards and Rules for Public Accommodations. Where Applicable, all short term rental Property owners shall understand and maintain compliance with the Sanitary Standards and Regulations for Public Accommodations set forth in the Code of Colorado Regulations, Official Publication of the State Administrative Rules Section 6 CCR 1010-14. The purpose of these regulations is to provide minimum requirements for the protection of the health and safety of the occupants of public accommodations and community residents. All hot tub/spa installations require both a building permit and an electrical permit from the Building Inspection Department, in accordance with applicable regulations and compliance with Section G.I.ii below, if applicable. Hot tubs/spas and swimming pools shall be properly maintained in a way to prevent the spread of illness and shall comply with the requirements set forth in the Colorado Regulation Pertaining to Swimming Pools and Mineral Baths 5 CCR 1003-

5.

k. Occupancy of a recreational vehicle is prohibited on any Property that has obtained a short-term rental license.

l. STRs on Well or Septic:

i. If a short-term rental Property is connected to an On-site Wastewater Treatment System (OWTS) for sewer service, a septic tank pumping shall be completed by a Summit County Licensed System Cleaner every 3 years, or more frequently as determined by the Summit County Environmental Health Department during each County review of a STR license renewal application for the Property.

(a) Upon initial application, a pumping report will be accepted within 3 years of the date of that inspection. If the OWTS is in a state of malfunction, the Short-Term Rental license will not be issued until repairs are made and approved.

ii. If a short-term rental Property is served by an on-site well for domestic water use, an adequate water supply in terms of quantity, quality, and dependability for the proposed use per the Colorado Primary Drinking Water Regulation 5 CCR 1002- 1 1 where applicable. In addition, if the property has an improvement such as a hot tub, such Property shall be served by a well that is permitted for such use.

2. Site Plan and Operations.

a. Parking: A minimum of one (1) parking space is required per unit, up to a maximum of five (5) vehicles permitted to be parked outdoors on any Property.

i. Designated parking spaces shall comply with all applicable parking requirements set forth in Section 3700 of the Land Use Code. All vehicles shall be parked on-site in designated parking areas; parking is prohibited on Town roads, in any landscaped area, or in a manner that blocks egress for adjacent residents (driveways, sidewalks, alleys or mailboxes).

ii. The allowable number of parking spaces / vehicles shall be clearly stated in all short-term rental advertising. A copy of the approved parking plan for the short-term vacation rental Property shall be

provided to all renters in the rental agreement and posted in a prominent location within the Property.

- iii. A Property owner may request an increase in the maximum number of allowed parking spaces through a Conditional Use Permit if the proposed parking meets all applicable regulations and criteria, and is found to be consistent with neighborhood character, including location and visual buffering from adjacent properties.
- b. **Waste Disposal and Collection:** All short-term rental Properties shall provide a waste disposal and collection plan to ensure that waste containers are not left outdoors where they can cause issues for wildlife or snow removal operations. The proposed waste disposal and collection plan shall be reviewed and approved during initial license review and during review of any license renewals, if needed. Waste disposal plans shall comply with all applicable regulations including the Summit County Disposal District Regulations. Examples of acceptable waste disposal and collection plans may include but are not limited to:
 - i. Indoor storage of waste with concierge/valet collection service provided by the waste hauler at the time of pickup.
 - ii. Storage of waste containers in garage, with waste containers to be put out by the Responsible Agent no earlier than 6:00 a.m. and returned to the garage by 7:00 p.m. on the day of pickup.
 - iii. Waste disposal is managed by the development's homeowner's association, and renters will be instructed on the location and requirements for waste disposal.
 - iv. Waste is stored in bear proof containers located outside of the right-of-way and any snow storage areas.
- c. **Noise:** Renters shall be informed of the applicable noise ordinance, which is enforced by law enforcement.
- d. **Outdoor Lighting:** All outdoor lighting shall comply with the exterior lighting requirements set forth in Section 3505.07 of the Land Use Code.
- e. **Pets:** If pets are allowed, renters shall be informed of applicable requirements for controlling pets, pet waste disposal, and barking/noise provisions set forth in the applicable animal control regulations; such regulations are enforced by law enforcement. All short-term rental

Properties shall comply with the animal regulations set forth in Section 3802 of the Land Use Code, and all pet food shall be stored indoors.

- f. Winter Traction and Snow Removal: Renters shall be informed in advance of arrival and via the Good Neighbor Guidelines of winter driving conditions and the need for appropriate vehicle traction, including Colorado Department of Transportation's Traction Law. Snow shall be removed from parking areas as necessary to accommodate the approved parking plan.

3. Good Neighbor Guidelines and Practices. The Town Clerk shall promulgate Good Neighbor Guidelines setting forth various recommended and/or required practices for STR owners and their renters. Licensees shall endeavor to have their renters abide by the Good Neighbor Guidelines in a reasonable and effective manner. This may include changing or altering rental practices to address repeat concerns; for example, posting clear quiet hours for hot tub use, establishing a multi-night minimum for renters, clearly communicating and monitoring number of vehicles allowed, renting to fewer guest than allowed by the maximum occupancy provisions, or other practices to mitigate impacts in the neighborhood.

H. Signage

1. A Licensee shall post a sign or notice conspicuously inside the short-term rental Property, which includes the Responsible Agent's current contact information and/or the owner's current contact information, the street address of the short-term rental Property and the short-term rental license number.
2. The Good Neighbor Guidelines, permitted occupancy, parking plan, and waste disposal requirements, including location of recycling centers, shall be posted in a prominent location within the short-term rental Property.
3. Any exterior signs advertising a short-term rental must first be reviewed and approved in accordance with the sign regulations contained in Chapter 9 of the Land Use Code.

I. One Party Rental, Advertising

1. Unless approved as a Bed and Breakfast per the Land Use Code, a short-term rental property shall not be rented to more than one booking party at a time.
2. All advertising for a short-term rental Property shall include the Town of Keystone short-term rental license number, immediately following the accurate description of the short-term rental Property as reflected by Town records, along with the permitted occupancy, permitted bedroom count, and parking limitations.

H. Taxes

1. All property taxes lawfully assessed against a short-term rental unit shall be paid according to the taxing requirements prior to approval of the short-term rental license, and payment of such taxes shall continue thereafter. Non-compliance with the payment of any taxes may result in suspension, revocation, non-renewal, or denial of the short-term rental license.

I. Notice

1. Any notice of violations, hearings, or other legal matters given to an owner is sufficient if sent by first-class mail to the address provided by the owner on the most recent permit or renewal application. Notice given to the Responsible Agent, by first-class mail, except as provided in Section J.6, to the address provided by the licensee, shall also be sufficient to satisfy any legal notice to the owner under these regulations.

2. The Town Clerk may send notice of administrative matters such as renewals, newsletters, updates, etc. via email to the registrant email address provided by the licensee on the most recent license or renewal. Failure to provide an accurate email address may result in a licensee or registered agent not receiving important information.

J. Violations, Enforcement And Revocation

1. Obligation for Ongoing Compliance of Licensee.

- a. Issuance of a license is expressly contingent upon the licensee maintaining compliance with all requirements set forth in the STR Regulations. If at any time a licensee fails to maintain such compliance as is required, the licensee shall be in violation of these regulations.
- b. A licensee shall avoid any illegal, dangerous, or harmful practices or conditions which are detrimental to the public property, health, welfare, peace or safety.
- c. A licensee shall neither advertise nor operate an STR on the Property during the period the STR license is revoked or suspended.

2. Complaints and Remedies for Non-Compliance.

- a. Complaints concerning a short-term rental Property shall be first directed to the Town's STR Hotline. The STR Hotline will submit the complaint to the Responsible Agent. The Responsible Agent shall respond to the complaint,

including visiting the site if necessary. Failure of a Responsible Agent to affirmatively respond to a complaint and attempt to resolve such complaint within an hour of notification shall be considered a violation of the Ordinance.

- b. The Town will receive reports of complaints from the STR Hotline. The Town Clerk may investigate any complaint received, in order to determine if it is a substantiated complaint which may result in a documented violation of any provision(s) of these regulations. Violations of these regulations shall be subject to the enforcement provisions set forth herein. If violations are not corrected or if there are repeat offenders of the requirements, performance standards, conditions or restrictions in these regulations, the Town may pursue action as provided for herein, including but not limited to suspension or revocation of the rental license.

3. Enforcement. Enforcement of these regulations shall be by the Town Clerk and law enforcement, as deemed necessary and appropriate.

4. Violations. Violations of the STR Ordinance shall be a civil infraction and may be punishable as administrative violations.

5. Graduated Administrative Fine Schedule. A graduated administrative fine schedule is hereby adopted:

- a. 1st: \$250
- b. 2nd: \$750
- c. 3rd or more: \$1,000

6. Revocation.

- a. A license issued pursuant to these regulations *may* be revoked by the Town Clerk following a hearing for *any* violation of the Ordinance.
- b. The Town Clerk *may* commence revocation proceedings if any of the below occurs:
 - i. A licensee has been issued 2 or more citations within a 3-month period;
 - ii. A licensee has had 3 or more documented violations within a 3-month period;

- iii. A licensee submits a license application or other document as part of the license review process that contains or represents fraud, intentional misrepresentation, or a false statement of material fact;
 - iv. A licensee has violated or is currently violating the STR Ordinance or the prior in a manner that significantly endangers the public health, safety, and/or welfare;
 - v. A licensee fails to pay sales and/or property taxes as required.
- c. Hearing on Revocation:
- i. Notice of a hearing pursuant to this Section be given to a licensee in writing at the address shown on the license application, and to the Responsible Agent identified in the license application. Such notice shall be mailed via certified mail at least fourteen (14) calendar days prior to the date set for the hearing.
 - ii. The licensee may appear with or without representation, and may appear remotely by telephone or video conference.
 - iii. The licensee may present evidence at the hearing and shall provide copies of such evidence to the hearing officer at or before the hearing.
 - iv. The hearing officer shall consider the following:
 - (a) The nature and seriousness of the violation
 - (b) Impact of the violation on the neighborhood and/or community
 - (c) Corrective action, if any, taken by the licensee or the designated Responsible Agent
 - (d) Prior violations
 - (e) The likelihood of recurrence of the violation or violations
 - (f) Entirety of the circumstances surrounding the violation

- (g) Willfulness or lack thereof on the part of the licensee
 - (h) Length of time the licensee has held a license
 - v. The hearing officer shall be the Town Manager or designee
 - vi. Following the hearing, if the hearing officer determines that a violation or violations has occurred and good cause exists for the imposition of a sanction against the licensee, the hearing officer may impose the following sanctions:
 - (a) License suspension for a time period not to exceed six months.
 - (b) License revocation.
 - (c) Conditions on the operation of the STR reasonably related to the violation(s), and to which the licensee agrees in lieu of revocation or suspension.
 - vii. Any action taken pursuant to this Section J.6. shall be commensurate with the seriousness of the violation(s) and the action or lack thereof taken by the licensee to resolve the violation(s).
 - viii. The hearing officer shall provide his or her decision in writing to the licensee within 15 days of the hearing.
 - ix. Individuals or entities who have had their license revoked may reapply for a new license after the expiration of one year from the time of revocation, unless a longer period of time is imposed by the hearing officer, which period of time shall not exceed 3 years.
- d. Appeals of License Revocations.
 - i. A licensee who has had their STR license revoked or suspended may appeal the revocation or suspension to the Town Council by emailing, mailing, filing, or otherwise submitting a letter of appeal to the Town Manager within ten (10) days after the date the letter of decision by the hearing officer is emailed. The date of an appeal letter shall be the time it is marked as received by the Manager's Office.

- x. The Town Council shall conduct a de novo hearing on the appeal at a regular or special meeting held within 30 days of the date of the appeal letter.
- xi. Any such hearing shall be conducted pursuant to the parameters set forth in Section 13200 of the Land Use Code.

7. Costs of Enforcement, Revocation, and Appeal. In the event it is necessary for the Town to take action for enforcement of the STR Ordinance, there shall be added to any fees due hereunder all reasonable costs and fees incurred by the Town, including reasonable attorney fees.

8. Additional Remedies. In addition to the remedies set forth herein and in the Land Use Code, the Town reserves the right to employ all other remedies that may exist at law and in equity to enforce the STR Regulations.

K. Licensing Fees

Licensing fees shall apply at the time of application and shall be established and updated by the Town Council by resolution.

L. Compliance Timeline

1. Pre-Existing Licenses. All STR licenses approved by Summit County prior to the effective date of Ordinance 2024-O-07 will be transferred to the Town of Keystone and the Town of Keystone will honor the existing license number.

2. New Licenses. Upon the effective date of these regulations, all new applications for an STR license will be subject to all applicable provisions of these regulations.

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

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

Section 5. Effective Date. This ordinance shall take effect thirty (30) days after publication for purposes of processing renewal applications on existing licenses with Summit County. This ordinance shall take effect on October 1, 2024, for purposes of issuing new licenses and enforcement.

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 _____, 2024.

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 AS ON SECOND READING, AT A REGULAR MEETING OF THE TOWN COUNCIL OF THE TOWN OF KEYSTONE, COLORADO, THIS _____ DAY OF _____, 2024.

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
FROM: Madeleine Sielu, Town Clerk
DATE: June 25, 2024 – Council Meeting
SUBJECT: Resolution 2024-50, A Resolution of the Town of Keystone, Colorado, Approving Master Services Agreement with Deckard Technologies

Executive Summary:

For monitoring of compliance of the proposed Short-Term Rental (STR) regulations, the Town has chosen to enter into an agreement with Deckard Technologies. This agreement is for a premier-level 24/7 complaint hotline for STRs and comprehensive identification of rental listings in the Town of Keystone.

Background:

Staff researched several options for STR compliance and monitoring tools available, including Deckard Technologies, BlueVector AI, Granicus Host Compliance, and GovOS. These options were presented to Town Council at the May 28, 2024, Council Work Session. Following this presentation, Town Council directed staff to move forward with Deckard Technologies for a premier-level 24/7 complaint hotline and identification of rental listings in the Town of Keystone.

Deckard's ability to personalize the 24/7 hotline with a focus on direct communication and complaint resolution with the Responsible Agent at a reasonable price stands out in comparison to the quotes of services provided by other vendors. This addresses Council's concerns expressed surrounding providing enforcement of the Responsible Agent response time. Deckard's focus on data integrity and utilization of AI and data

science principles, with a human touch, strikes a balance of providing innovative technological solutions with a personal touch. Additionally, their existing experience in the STR industry will help staff in ensuring that the roll out of these critical enforcement pieces will be efficient and effective.

Alternatives:

Town Council could deny this contract and work with an alternate vendor for Short-Term Rental regulations.

Financial Considerations:

Four quarterly installments of \$15,625, totaling \$62,500.

Previous Council Actions:

Town Council directed staff to move forward with contract negotiations at the May 28, 2024, Work Session.

Next Steps:

N/A

Suggested Motions:

Approval:

I move to APPROVE Resolution 2024-50, Approving Master Services Agreement with Deckard Technologies

Denial:

I move to DENY Resolution 2024-50, Approving Master Services Agreement with Deckard Technologies

Attachments:

- Resolution 2024-50, A Resolution of Town Council of the Town of Keystone, Colorado, Approving Master Services Agreement with Deckard Technologies, INC.
- Exhibit A – Master Services Agreement with Deckard Technologies, INC.

**TOWN OF KEYSTONE
Summit County, Colorado**

RESOLUTION 2024-50

**A RESOLUTION OF TOWN COUNCIL OF THE TOWN OF KEYSTONE, COLORADO
APPROVING MASTER SERVICES AGREEMENT WITH DECKARD
TECHNOLOGIES, INC.**

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

WHEREAS, on October 1, 2024, the Town will take over from Summit County the licensing of short-term rentals in the Town of Keystone; and

WHEREAS, Town Staff is actively working towards the implementation of the Short-Term Rental licensing and enforcement program; and

WHEREAS, Town Staff has conducted thorough research on various software providers offering solutions for enforcement and identification of unlicensed rentals; and

WHEREAS, the Town Council finds it in the best interest of the Town to contract with Deckard Technologies, Inc. for enforcement tools related to short-term rental licensing.

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

Section 1. The Town Council authorizes the execution of a Master Services Agreement with Deckard Technologies, Inc. in substantially the form attached hereto as Exhibit A. The Town Manager is authorized to execute the Master Services Agreement with Deckard Technologies, Inc 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 _____, 2024.

By: _____
Kenneth D. Riley, Mayor

ATTEST:

Approved as to Form:

By: _____
Town Clerk

By: _____
Town Attorney

MASTER PROFESSIONAL SERVICES AGREEMENT

This Master Professional Services Agreement (the "Agreement") is made and entered into as of _____ (the "Effective Date") by and between Deckard Technologies, Inc., a Delaware corporation ("Deckard"), having its principal offices located at 1620 5th Avenue, Suite 400, San Diego, CA 92101 and Town of Keystone, CO ("Client"), having its principal offices at 1628 Saints John Road, Keystone, CO 80435.

RECITALS

WHEREAS, Deckard provides advanced data analytics and technology solutions for real estate through its proprietary Rentalscape platform (the "Platform");

WHEREAS, Client desires to engage Deckard to perform the services described in SOWs attached to this Agreement in accordance with the terms and conditions hereof;

NOW THEREFORE, the parties hereby agree as follows:

1. Statements of Work.

1.1. Client hereby retains Deckard and Deckard hereby agrees to use the Platform to perform certain data analytics services (the "Services"), which shall be specified in writing in statement(s) of work executed by the parties hereto (each an "SOW"). The SOW for the initial Services to be performed by Deckard is attached hereto as **Exhibit A**. Each subsequent SOW shall be signed by both parties and shall set forth, upon terms mutually agreeable to the parties, the specific Services to be performed by Deckard, the timeline and schedule for the performance of such Services and the compensation to be paid by Client to Deckard for the provision of such Services, as well as any other relevant terms and conditions. If an SOW includes the development of specific work product, the specifications of such work product shall be set forth on the relevant SOW. The parties shall attach a copy of each Statement of Work to this Agreement and each such SOW shall be incorporated herein by reference. Any changes to an SOW shall be in writing, executed by each party (each a "Change Order"), attached to the original SOW and incorporated therein and attached hereto as part of **Exhibit A**. All such executed SOWs and Change Orders are subject to the terms and conditions of this Agreement, are incorporated herein, and made a part hereof. In the event of any conflict between the terms of this Agreement and any SOW or Change Order, the terms of this Agreement shall control.

1.2. Deckard agrees to apply Deckard's best efforts to the performance of Services under this Agreement competently and professionally, and will deliver the work product as set forth in the applicable SOW. Deckard shall devote such time and attention to the performance of Deckard's duties under this Agreement, as shall reasonably be required by Client, or as customary in the software industry.

2. Performance of Services. In carrying out the Services, Deckard shall fully comply with any and all applicable codes, laws and regulations and, if applicable, the rules of the site at which the Services are performed. Deckard shall provide a project manager who shall oversee the day-to-day performance of the Services and ensure the orderly performance of the Services consistent with each SOW and this Agreement. Deckard's project manager shall reasonably cooperate with Client's project manager and keep him or her informed of the work progress.

3. Fees.

3.1. Client shall pay all fees in the amount and in the time periods set forth in the applicable SOW. In no event shall the fees payable to Deckard hereunder exceed any maximum amount set out in the SOW. Client shall reimburse Deckard for actual and reasonable expenses incurred in performing the Services that are set forth in an SOW or otherwise approved in advance by Client, including meals, incidental expenses and reasonable travel costs incurred for travel in such amounts as authorized by the Federal or specified State or local travel regulations. Original receipts must be presented with any invoice for such costs and/or expenses and Deckard shall attest that the costs and/or expenses are actual and allocated to the Services.

3.2. If Client believes any delivered product or service does not conform to the warranties in this Agreement, Client will provide Deckard with written notice within fifteen (15) days of your receipt of the applicable invoice. The written notice must contain sufficient detail of the issues Client contends are in dispute. Deckard will provide a written response to Client that will include either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in Client's notice. The Parties agree to work together as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. Client may withhold payment of the amount(s) actually in dispute until the Parties complete the action items outlined in the plan. If the Parties are unable to complete the action items outlined in the action plan because of Client's failure to complete the items agreed to be done by Client, then Client will remit full payment of the invoice. We reserve the right to suspend delivery of all services, including maintenance and support services, if Client fails to pay an invoice not disputed as described above.

3.3. Deckard agrees to use commercially reasonable efforts to ensure that invoices comply with the form, timeliness and any supporting certification requirements that are provided to Deckard by Client in writing from time to time during the Term. Unless otherwise specified in an SOW, Client shall pay all invoices within 30 days of Client's receipt of such invoice.

3.4. Client agrees that custom development requests outside of the scope of work may incur a fee of \$250 hourly rate at a minimum of 2 hours of labor. Client agrees that custom requests may or may not be released on the original agreed upon release date.

4. Taxes. Deckard acknowledges that as an independent contractor, Deckard may be required by law to make payments against estimated income or other taxes due federal, state and other governments. Deckard agrees to bear any and all expenses, including legal and professional fees, increased taxes, penalties and interest that Deckard or Client may incur as a result of any attempt to challenge or invalidate Deckard's status as an independent contractor, and Deckard agrees to defend, and hold Client harmless from any liability thereon.

5. Term and Termination.

5.1. The term of this Agreement ("Term") shall commence on the Effective Date and shall continue in force and effect for a period of one year; the Term shall be automatically renewed thereafter for additional periods of one year each unless terminated by either party by giving written notice of termination to the other party not less than 60 days before the end of the

then-current period. Termination shall have no effect on Client's obligation to pay the applicable labor rate with respect to Services rendered prior to the effective date of termination.

5.2. **Termination.** This Agreement shall be terminated as follows:

5.2.1. By either party by giving the other party 60 days prior written notice; provided that, such termination shall not be effective until each and every SOW then outstanding shall have been fully performed in accordance with the terms and conditions of the SOW.

5.2.2. Upon the entering into or filing by or against either party of a petition, arrangement, or proceeding seeking an order for relief under the bankruptcy laws of the United States, a receivership for any of the assets of the other party, an assignment for the benefit of its creditors, or the dissolution, liquidation, or insolvency of the other party.

5.2.3. Client may terminate this Agreement or any SOW if Deckard materially breaches this Agreement or the applicable SOW and fails to cure such breach to Client's reasonable satisfaction within 30 days of Deckard receipt of written notice thereof.

5.3. **Continuation.** This Agreement shall continue in full force and effect following the termination of any SOW, unless otherwise agreed by the parties.

5.4. **Post Termination Obligations.** Upon the expiration or termination of this Agreement or any SOW for any reason, Deckard shall: **(i)** carry out an orderly winding down of the affected work; **(ii)** deliver to Client the applicable work/deliverables not previously delivered in its then current form and any documents or other information in whatever manner related thereto, **(iii)** return any property of the Client then in Deckard's possession; **(iv)** submit a final invoice to Client for any Services performed prior to the date of such termination and as otherwise permitted by this Agreement; Client shall pay Deckard those amounts due for Services performed up to the date of termination; and **(v)** the obligations for indemnification pursuant to paragraph 12 shall continue beyond the date of termination.

6. **Cooperation.** Deckard expressly agrees that it shall reasonably cooperate with and assist Client in: **(a)** responding to any inquiry or claim by or from any Federal, State or local government agency regarding the performance of this Agreement; and/or **(b)** exercising any rights that Client may have to pursue any remedies available to it under any applicable Federal, State or local law or regulation.

7. **Deckard Personnel.** Deckard shall perform all Services in a professional and workmanlike manner by individuals qualified to perform the Services. Deckard may, at its discretion, subcontract with other companies or individuals to carry out some part of the Services, provided that Deckard shall remain responsible for the oversight of all work performed.

8. **Relationship of the Parties.** Deckard is, and at all times during the term of this Agreement shall be, an independent contractor of Client. Deckard shall not represent to any Client customer or other person or entity that it has any right, power or authority to create any contract or obligation, either express or implied, on behalf of, or binding upon Client or to any way modify the terms and conditions of any SOW. This Agreement shall not create or in any

way be interpreted to create a partnership, joint venture, or formal business organization of any kind between the parties.

9. Representations and Warranties.

9.1. Deckard represents and warrants that:

9.1.1. Deckard shall perform all Services in a competent, professional, workman-like manner and in accordance with the governing SOW and any applicable industry and/or professional standards;

9.1.2. It has the legal right and authority to enter into this Agreement and perform the Services under any SOW under which it agrees to perform Services;

9.1.3. Upon execution by an authorized representative, this Agreement will be a binding agreement, enforceable against Deckard in accordance with its terms; and

9.1.4. Entering into this Agreement or performing work under a particular SOW shall not violate any agreement (written or implied) with any third party.

9.2. Client represents and warrants that:

9.2.1. It has the legal right and authority to enter into this Agreement and to deliver the Data to Deckard to perform the Services;

9.2.2. Upon execution by an authorized representative, the Agreement will be a binding Agreement, enforceable against Client in accordance with its terms; and

9.2.3. Entering into this Agreement or performing work under a particular SOW shall not violate any agreement (written or implied) with any third party.

These warranties shall survive inspection, acceptance, and payment and are in addition to all other warranties expressed or implied by law.

10. Insurance. Deckard, at its sole cost and expense, will maintain the following insurance coverages during the Term: (i) general liability insurance with limits of at least \$1,000,000 per occurrence, which coverage must include bodily injury, personal injury and broad form property damage; (ii) auto/vehicle liability insurance with limits of at least \$1,000,000 per occurrence, which coverage must include bodily injury, personal injury and broad form property damage; and (iii) workers compensation insurance compliant with the applicable state's compensation laws. Upon request, Deckard will list Client as an "additional insured" on its general liability policy and will furnish to client certificates of insurance and such other documentation evidencing such policies.

11. Compliance with Digital Accessibility Standards. Client, as a Colorado public entity, is required to comply with Colorado HB 21-1110 (Colorado Laws for Persons with Disabilities), amending legislation, the applicable Office of Information Technology, Technology Accessibility Rules 8 CCR 1501-11 and federal regulations related to digital accessibility (together "digital accessibility laws and regulations"). As such, Deckard shall deliver or perform the Services in a manner that is compliant with the digital accessibility laws and regulations and the most recently adopted W3C, Web Content Accessibility Guidelines (WCAG) by the Colorado Office of

Information Technology, which as of the effective date is WCAG 2.1 level AA (“WCAG Standards”). Client may submit a written request to Deckard requesting that Deckard provide documentation that the Services comply with the WCAG Standards. Within seven days of the delivery of a written request, Deckard shall deliver to Client, an accessibility conformation report, using the latest version of the Voluntary Product Accessibility Template (VPAT®) published by the Information Technology Industry Council, documenting compliance with WGAG Standards. The report should include a written description of the compatibility of the product/service with commonly used assistive technology products (e.g., JAWS, NVDA, ZoomText, MAGic, Dragon NaturallySpeaking) and a description of the process used to evaluate such compatibility.

To the extent Deckard’s Services permit the Town or intended users to post Content, Deckard shall ensure that the dissemination of Content for access, review, and/or use of Content in a format that conforms to the WCAG Standards and does not interfere with the ability of Content providers to post such Content in a format that conforms to the WCAG Standards.

Deckard shall maintain and retain, subject to review by Client, full documentation of the measures taken by Deckard to confirm compliance with the WCAG Standards.

12. If Deckard claims that delivered Services comply with the applicable WCAG Standards, and it is later learned that any part of Deckard’s Services is not in compliance with the WCAG Standards, Client will inform Deckard in writing of the noncompliance, and Deckard, at no cost to Client, agrees to remediate the noncompliance within the time-period specified by Client, which will be no less than 120 days from the date of notice. If Deckard fails to timely make the remediation, Client may, in addition to any other rights or remedies, immediately terminate the agreement without the required ten (10) days notice.

13. Nondisclosure of Confidential Information. During the performance of this Agreement certain proprietary, technical and financial information may be disclosed by one party (“Disclosing Party”) to the other party (“Receiving Party”) and shall be deemed proprietary if marked with a conspicuous legend identifying it as proprietary or confidential information (“Confidential Information”). The Receiving Party shall not use less than the same efforts to prevent the disclosure of Confidential Information received hereunder as is used to protect its own Confidential Information, and in no event, however, less than a reasonable degree of care. Disclosure of Confidential Information received hereunder shall be restricted to those individuals who are directly participating in the performance of the Services under this Agreement. Confidential Information shall not include information that the Receiving Party can demonstrate by competent evidence is **(a)** rightfully known to the Receiving Party without obligations of non-disclosure, prior to receipt of such information from the Disclosing Party; **(b)** independently developed by the Receiving Party without the benefit or use of the Confidential Information furnished by the Disclosing Party, or obtained in good faith from a third party having no obligation to keep such information confidential; or **(c)** publicly known through no breach of this Agreement. Receiving Party may disclose Confidential Information when required by operation of law or pursuant to the order of a governmental agency, but only upon prior written notice to the other party to allow the other party the opportunity to take appropriate legal measures to protect the Confidential Information. The parties acknowledge that any unauthorized use or disclosure of the Confidential Information may cause irreparable damage to the other Party, for which there is no adequate remedy at law, and shall entitle the other Party to obtain immediate injunctive relief without any requirement to post bond, in addition to all other available remedies.

14. Liability Limitations; Disclaimer. ALL DELIVERABLES PROVIDED TO CLIENT BY DECKARD UNDER THIS AGREEMENT ARE PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. IN NO EVENT SHALL EITHER PARTY OR ITS RESPECTIVE EMPLOYEES, REPRESENTATIVES OR SUBSIDIARIES BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, PUNITIVE, INCIDENTAL OR SPECIAL DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE, AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL LIABILITY OF EACH PARTY ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE LIMITS OF LIABILITY INSURANCE AS REQUIRED BY THIS AGREEMENT.

15. Indemnification. Deckard shall indemnify and hold Client harmless from and against any third party claims against and damages incurred by Client that are finally awarded by a court of competent jurisdiction (including reasonable attorneys’ fees) as a result of (a) injury or death to persons, or loss of or damage to property caused by the acts of Deckard or its agents; (b) a claim that the Services infringe the intellectual property rights of any third party; and (c) any violation by Deckard, its employees, agents, representatives or any person or entity acting on its behalf of any, Federal, State and/or local law, or regulation. Client agrees to provide assistance, cooperation, and information in the defense of any claim, and in such case, Deckard shall not enter into any settlement of any claim or action that adversely affects Client’s business or interests without its prior approval, which shall not be unreasonably withheld or delayed. To the extent permitted by law, Client shall indemnify and hold Deckard harmless from and against any third party claims against and damages incurred by Deckard that are finally awarded by a court of competent jurisdiction (including reasonable attorneys’ fees) as a result of (a) injury or death to persons, or loss of or damage to property caused by the acts of Client, its customers or its agents; (b) any violation by Client, its customers, employees, agents, representatives or any person or entity acting on its behalf of any, Federal, State and/or local law, or regulation. Client shall be entitled to assume control of the settlement, compromise, negotiation and defense of any claim, and in such case, Client shall not enter into any settlement of any claim or action that directly affects Deckard’s business or interests without its prior approval, which shall not be unreasonably withheld or delayed

16. Proprietary Rights. The results of the Services delivered to Client in the form delivered to Client, including all reports, technical communications, drawings, records, charts, or other materials originated or prepared by Deckard for Client in performing the Services (all of the foregoing, collectively, the “Work Product”) shall be the property of Client, and Deckard hereby assigns all rights to such Work Product to Client. At Client’s request, upon expiration or termination of this Agreement, Deckard shall return all Work Product related to the provision of Services hereunder, including public records as defined in the Colorado Open Records Act (“CORA”) C.R.S. §§24-72-200.1 et seq., and records produced or maintained in accordance with this Agreement. Deckard is required to return the records in a reasonable format and with an index as determined and requested by the Town.

Without limiting the generality of the foregoing and subject to Deckard’s confidentiality obligations under this Agreement, Client acknowledges that the Work Product will include the aggregation and analysis of certain publicly available data and agrees that nothing contained in this Agreement shall be interpreted to prohibit Deckard from using its technology and other intellectual property to analyze the same or similar publicly available information for third parties. In addition, to the extent that Deckard incorporates any Deckard Property (as defined below), including any pre-existing or copyrighted work of Deckard into the Work Product, such Deckard

Property shall remain the property of Deckard. Deckard grants to Client a perpetual, royalty-free, irrevocable, worldwide, non-exclusive license to use such Deckard Property in connection with exercising the rights of ownership granted to Client under this Agreement. In addition, nothing herein shall grant to Client any rights in the Platform or any other proprietary technologies and intellectual property used by Deckard in preparing any Work Product ("Deckard Property").

17. Governing Law. This Agreement and all disputes relating to this Agreement shall be governed by the laws of the State of Colorado, except as to any provisions of this Agreement that are properly governed by the laws of the United States. All controversies or disputes arising out of this Agreement shall be heard in either the state or federal courts sitting in Summit County, Colorado. THE PARTIES HERETO KNOWINGLY AND IRREVOCABLY WAIVE THEIR RIGHT TO A TRIAL BY JURY.

18. Assignment. Deckard shall not assign, transfer or sell its rights or obligations under the Agreement without Client's prior written consent, which shall not be unreasonably withheld; provided that such consent shall not be required if the assignment is in connection with the sale of all or substantially all of Deckard's business to which this Agreement relates, whether by merger, sale of stock, sale of assets or otherwise.

19. Severability; Survival. If any part, term, or provision of the Agreement is held invalid or unenforceable for any reason, the remainder of the Agreement shall continue in full force and effect as if the Agreement has been executed with the invalid portion thereof eliminated. Upon termination or expiration of this Agreement, the terms and conditions set out in Sections 5.4, 8, and 13 through 25 will survive such termination.

20. Waiver of Breach. The waiver of a breach of the Agreement or the failure of a party to exercise any right under the Agreement shall in no event constitute a waiver of any other breach, whether similar or dissimilar in nature, or prevent the exercise of any right under the Agreement.

21. Force Majeure. Neither party shall be liable for any failure to perform, or delay in performing, any of its obligations hereunder due to causes beyond its reasonable control, and without the fault or negligence of that party. Such causes shall include, without limitation, Acts of God, acts of civil or military authority, fire, flood, epidemic, pandemic, quarantine, freight embargo, civil commotion or acts of war, declared or undeclared.

22. Compliance with Laws. Each party agrees to comply with all applicable local, state, and federal laws and executive orders and regulations issued pursuant thereto and, to the extent permitted by law, agrees to defend, indemnify, and hold the other party harmless from any claim, suit, loss, cost, damage, expense (including reasonable attorney's fees), or liability by reason of the other party's violation of this provision.

23. Article X, Section 20/TABOR. The Parties understand and acknowledge that the Client is subject to Article X, § 20 of the Colorado Constitution ("TABOR"). The Parties do not intend to violate the terms and requirements of TABOR by the execution of this Agreement. It is understood and agreed that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, therefore, notwithstanding anything in this Agreement to the contrary, all payment obligations of Client are expressly dependent and conditioned upon the continuing availability of funds beyond the term of Client's current fiscal

period ending upon the next succeeding December 31. Financial obligations of Client payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of Town of Keystone, and other applicable law. Upon the failure to appropriate such funds, this Agreement shall be terminated.

24. Entire Agreement. This Agreement and each SOW issued hereunder represent the entire understanding and agreement between the parties hereto and supersede all other prior written or oral agreements made by or on behalf of Client or Deckard. In the event of a conflict between the terms and conditions of this Agreement and any SOW, the Agreement shall control, unless the SOW expressly provides that it is intended to modify the Agreement. Deckard's proposals shall not be part of this Agreement unless specifically referenced in the SOW and agreed to in writing by Client. This Agreement may be modified only by written agreement signed by the authorized representatives of the parties.

25. Communications and Notices. Other than communications required to be made by Deckard's project manager to Client's project manager, all notices, orders, directives, requests or other communications of the parties in connection with this Agreement shall be in writing and shall be provided as follows:

In the case of Client:

In the case of Deckard

Thomas Hemmings

Title: CFO

1620 Fifth Ave Suite 400

San Diego, CA 92101

26. Media and/or Logo Use. Client agrees that Deckard shall have the right to use Client's name and logo on website, marketing materials and advertisements. In addition, Client and Deckard will work together to identify appropriate testimonials to promote Rentalscape and to generate announcements, press engagements and public speaking events with respect to the benefits of the Services. Client shall have the right to revoke Deckard's right to use its name and logo by providing Deckard with 30 days' advance written notice. Upon the expiration or termination of this Agreement the rights set forth in this Section 23 shall terminate.

[Signature Page Follows]

IN WITNESS WHEREOF, Deckard and Client have each caused this Agreement to be executed by their duly authorized representatives, effective as of the dates indicated below

DECKARD TECHNOLOGIES, INC.

CLIENT

By: _____

By: _____

Print Name: Thomas Hemmings

Print Name: _____

Date: _____

Date: _____

Title: CFO

Title: _____

EXHIBIT A
STATEMENT OF WORK

This Statement of Work (“SOW”) will be effective as of the last date of signature below, and upon execution will be incorporated into the Master Services Agreement between Deckard Technologies, Inc. and the Town of Keystone dated [EFFECTIVE DATE OF MASTER SERVICES AGREEMENT] (the “**Master Agreement**”). Capitalized terms used in this SOW will have the same meaning as set forth in the Agreement.

1. Short Term Rental Service. Client desires to engage Deckard to use the Rentalscape Platform to prepare real estate property data for short-term rentals (“STRs”) on all identifiable properties within the Town of: Keystone in the State of Colorado based upon publicly available data and such other data relevant to the Designated Geography to be provided to the client by Deckard (reports accessible from Rentalscape). The Reports shall include at a minimum:

- 1.1. Information on STRs currently active in the Designated Geography;
- 1.2. The aggregate revenue from actively listed bookings;
- 1.3. The average number of nights booked per reservation;
- 1.4. The major platforms used by STR hosts;
- 1.5. Average daily rates;
- 1.6. Booking trends during the Reporting Period;
- 1.7. Identify, by address, the following violations of STR ordinances within the Designated Geography;
 - 1.7.1. Listings or advertisements that do not include an STR permit number;
 - 1.7.2. Listings or advertisements that represent or offer occupancy in excess of the occupancy maximums in the Designated Geography; and
 - 1.7.3. Properties advertised as STRs that are only permitted as long-term rentals;
- 1.8. Identify the actively listed STRs by month and address;
- 1.9. The total number of properties actively listed in the Designated Geography each month during the Reporting Period;
- 1.10. List the property owners; and
- 1.11. List the permit history of each property offering STRs in the Designated Geography.

- 2. **Designated Geography.** The Town of Keystone, CO
- 3. **Reporting Period.** Reports available in the Rentalscape Platform throughout the year.
- 4. **Fees; Payments.**

- 4.1. Annual Software Subscription: \$40,000 We approximate 1500 properties by the end of year one as being Monitored in Rentalscape. Should the number of properties exceed the approximations, this increase will be included in the Maximum Price and not subject to additional fees in the first year. These increases may be reflected in years 2 and beyond.
- 4.2. Annual Property Identification: \$0 (included in section 4.1). Should the number of properties exceed the approximations, this increase will be included in the Maximum Price and not subject to additional fees in year one. These increases may be reflected in years 2 and beyond.
- 4.3. Optional Expert Services upon Request by the Town are available at \$250 per hour.
- 4.4. Online Complaint Form: \$2,000 annually. Host an online complaint form for the City/County that alerts these complaints to Code Enforcement through the Rentalscape platform.
- 4.5. 24/7 Live Premier Hotline. \$20,500 annually. Live answered Hotline that can dispatch to responsible parties depending on identified call flow. Premier - Premium call flow. Dispatcher will attempt to get a complaint resolution. The local contact can be contacted up to 3 times before referring caller out to appropriate staff.
- 4.6. Maximum Price: In no event will the total subscription fees in the first year exceed \$62,500
- 4.7. Timing: Client will pay the annual subscription fees within 30 days of receipt of invoices from Deckard. The annual subscription fees will be invoiced to the Client in four quarterly installments in the amount of \$15,625 which four installments total \$62,500.

All terms and conditions of the Agreement will apply to this SOW. This SOW will be effective as of the date of the last signature below.

SOW AGREED TO AND ACCEPTED BY:

DECKARD TECHNOLOGIES, INC.

CLIENT

By: _____

By: _____

Print Name: Thomas Hemmings

Print Name: _____

Date: _____

Date: _____

Title: CFO

Title: _____

TOWN OF KEYSTONE, COLORADO

STAFF REPORT

TO: Mayor and Town Council Members
THROUGH: John Crone, Town Manager, Jennifer Madsen, Town Attorney
FROM: Lindsay Hirsh, Community Development Director
DATE: June 25, 2024
SUBJECT: TOK24-001: General Subdivision Exemption Plat – To Relocate Utility and Access Easements, Brightwood Tract G

Executive Summary:

The proposed General Subdivision Exemption (“GSE”) Plat is to specifically relocate and repurpose existing utility and access easements in accordance with an approved project plan.

This is a Class 6 review under the Town’s Land Use Code and the review is completed by Town Council. This Class 6 review is not a public hearing and is not quasi-judicial. It is an administrative review performed by Town Council.

Background:

The subject property, Keystone Village Subdivision, Tract G, Filing #1, is zoned Keystone Resort PUD. The property was replatted and the Tract boundary alignment adjusted in the Spring of 2023. The initial GSE Plat was approved on June 29, 2023 and recorded under Reception #1313220. This plat was utilized to merely better allocate area, allocate assigned density to one buildable Tract and realign internal private roads between Tract G and the adjacent Tract A. A subsequent GSE plat was approved on January 23, 2024 to further address issues related to the relocation of easements. On

August 17, 2023, the site plan for 54 units for the property was approved by the County's Snake River Planning Commission.

Criteria for Decision:

The following criteria must be met to approve a general subdivision exemption:

1. The division of land created by the subdivision exemption is not within the purposes of the State subdivision statutes (C.R.S. §30-28-133 et seq.).
2. The lots resulting from the subdivision exemption are in compliance with County Zoning Regulations.
3. The subdivision exemption is in compliance with County Subdivision Regulations and standards (Chapter 8).
4. The proposed subdivision exemption is in general conformance with the advisory goals, policies and provisions of the Summit County Countywide Comprehensive Plan and any applicable basin or subbasin master plans.
5. The applicant has provided evidence that all areas of the proposed subdivision exemption that may involve soil or topographical conditions presenting hazards or requiring special precautions have been identified and that the proposed uses of these areas are compatible with such conditions.
6. The applicant has provided certification from the County Treasurer's office that all ad valorem taxes applicable to the proposed subdivision exemption, for years prior to the year in which approval is under consideration, have been paid.
7. The exemption plat is drawn in accordance with standards in the Subdivision Regulations and is suitable for recordation.

Criterion #1: The division of land created by the subdivision exemption is not within the purposes of the State subdivision statutes (C.R.S. §30-28-133 et seq.).

The application is for a general subdivision exemption plat to relocate and repurpose existing utility and access easements in accordance with an approved project plan.

Because the parent parcel has been previously gone through the subdivision process and no new density is being proposed, the GSE is not within the purposes of State subdivision statutes.

Criterion #2: The lots resulting from the subdivision exemption are in compliance with Town Zoning Regulations.

The subject property has been reviewed for zoning compliance on several other development reviews including plating, two general subdivision exemption plats and a site plan review. The application does not conflict with any applicable zoning

requirements as stated in the Keystone PUD or the Town's Land Use and Development Code.

Criterion #3: The subdivision exemption is in compliance with Town Subdivision Regulations and standards (Chapter 8).

The subject application will not have any negative impacts on applicable subdivision regulations. To the contrary, the relocated easements will only facilitate adequate water, sewer and access requirements.

Criterion #4: The proposed subdivision exemption is in general conformance with the advisory goals, policies and provisions of the Summit County Countywide Comprehensive Plan and any applicable basin or subbasin master plans.

Neither the Comprehensive and Snake River Master Plans have any relevant Goals, Policies, or Implementation measures that are applicable to the subject application.

Criterion #5: The applicant has provided evidence that all areas of the proposed subdivision exemption that may involve soil or topographical conditions presenting hazards or requiring special precautions have been identified and that the proposed uses of these areas are compatible with such conditions.

The applicant has submitted detailed civil engineering drawings for the development of the property.

Criterion #6: The applicant has provided certification from the County Treasurer's office that all ad valorem taxes applicable to the proposed subdivision exemption, for years prior to the year in which approval is under consideration, have been paid.

The applicant has submitted a tax certificate confirming that taxes for the subject property have been paid.

Criterion #7: The exemption plat is drawn in accordance with standards in the Subdivision Regulations and is suitable for recordation.

The plat has been drawn and stamped by a Registered Colorado Land Surveyor to Town Standards and is suitable for recordation. The Plat has been reviewed by Town Staff and the Town Attorney.

Next Steps:

Approve the attached resolution and sign the associated plat.

Staff Recommendation/Suggested Motion:

Staff recommends that the Council approve the subject GSE Plat with the findings listed in the attached Resolution 2024-51

Attachments:

Project Narrative

Proposed Plat

Draft Resolution 2024-51

May 14, 2024

BRIGHTWOOD AT KEYSTONE PROJECT
GENERAL SUBDIVISION EXEMPTION (GSE) PLAT
TO RELOCATE UTILITY AND ACCESS EASEMENTS

Project Narrative for the Brightwood Tract G GSE Plat

On behalf of the entire Development Team for the Brightwood at Keystone Project, including the owner Lodge, LLC, we are pleased to present this project narrative for the very limited General Subdivision Exemption Plat proposal for this project, specifically to relocate and repurpose existing utility and access easements in accordance with the approved Project Plans.

Background

The Keystone Village Subdivision, Tract G, Filing Number 1, was replatted and the Tract boundary alignment adjusted this past Spring 2023. That initial GSE Plat was processed via Summit County Planning Case Number 23-020, approved on June 29, 2023, and duly recorded in the records of the Summit County Clerk and Recorder at Reception Number 1313220 (“Plat 1”). This Plat 1 was merely an effort to better allocate area, allocate density to one buildable Tract and realign internal private roads between Tract G and the adjacent Tract A, to better address the proper uses of the Tracts.

Tract G is already approved for 54 units of multifamily condominiums referenced as the Brightwood at Keystone Project. The adjacent Tract A, still owned by Vail Resorts, will remain as currently used for lodging, support services, parking lot, and other related uses. After approval of the GSE Plat, on August 17, 2023 a site plan for the Brightwood Project was also approved under Planning Case Number 23-032. Subsequent to said site plan approval, and the recordation of the GSE Plat, my client Lodge LLC purchased the newly aligned Tract G from Vail Resorts and holds title as Lodge LLC. Lodge LLC is the developer of the Brightwood Project.

Tract G was again subject to adjustments via a second GSE Plat, approved just recently under Planning Case Number 23-087, approved on January 23, 2024. As of the date of this Narrative, this Plat 2 is at the County Manager’s office for recording. This Plat 2 was an effort to adjust longstanding generic easements for water, power and gas lines in order to facilitate the construction of the first building per the approved Site Plan. The adjustments made to the utility easements and alignments via Plat 2 were specifically limited to those matters dealing directly with the area around and underneath the first Brightwood building. It was always the intention of the Applicant, and the County Planning Department, to bifurcate these efforts and have another GSE Plat deal with the easement adjustments and other improvements related to the second Brightwood Building at a later point in time.

Since the Brightwood site plan approval, the applicant has moved forward on site work expeditiously, and also has worked diligently with the various utility providers serving that site to address the final easements and alignments consistent with the approved site plan. Along those lines, we are now ready to move forward with this next GSE Plat, which is an adjustment

to the Argentine Road alignment, and other utility easements, again as always planned (“GSE Plat”).

Request

In reflection of the of site planning already approved for Tract G, as well as the prior platting adjustments to the Tract A and G alignments along their adjacent boundaries, together with continued construction progress, expeditious establishment of this final GSE Plat is now necessary.

Adhering to prior County Staff direction, and the practical concerns addressed herein, Lodge LLC now submits its application for a third General Subdivision Exemption Plat (“GSE Plat”) to address the final utility and access easements on Tract G. Lodge LLC seeks to continue to work in a collaborative fashion, now with the Town of Keystone, in order to ensure consistency and efficiency throughout the development of the Property and the Keystone Resort, consistent with its reputation as a world class ski resort.

The GSE Plat will thus merely realign the easements as follows:

- Argentine Court, which merely serves as a private internal access road, will be realigned in a more efficient manner through the property. The new alignment will be improved and paved and continue to serve as functional access for the surrounding projects.
- A Snake River Water District main line easement will be relocated to align with the new Argentine Court and better serve the area. A new water main will also be situated within this new easement.
- The existing Xcel easement will also be realigned in an effort to prove a more efficient, functional and flexible easement allowance for all existing and new utilities.
- All other necessary easement adjustments will also be effectuated.

In turn, the GSE Plat will not function to create any development allowances, any new entitlements, or any other development rights. Rather, the PUD, and accordant Brightwood site plan, already expressly affords the density and development now planned for Tract G, and the approved site plan has already addressed all details of that planned development project and all particular elements of Code compliance related thereto. Thus, the GSE Plat will simply afford utility planning and implementation in an effective and efficient manner in reflection of the actual development plans for the area. We would stress that the adjustments now proposed to the road as well as the utility easements, has been contemplated and addressed in detail via the prior platting and site planning efforts, and thus fully vetted by both County Planning staff and the Snake River Planning Commission. The GSE Plat was simply always intended as essentially a Phase II effort to finalize these intended and embraced plans.

Access

Access to the property will continue to originate from West Keystone Road, which connects with Colorado Highway 6. Internally within the Property, the approved realignment of Argentine Court (CR#172), a 50-foot access easement, will continue to serve as the internal access road and the link between Tracts A and G. The water utilities will now run along such access routes, which is a much more pragmatic approach in terms of design and maintenance. The Xcel easement will

allow the flexibility to utilize Declarant rights to directly access the new residential structures with such shallow utilities in the most efficient and least impactful manner possible.

Criteria for Decision

We understand that this GSE Plat will now proceed under the auspices of the Keystone Town Code. We understand that the Town Code is essentially adopting most of the material aspects of the Summit County Land use and Development Code, including the subdivision provisions and processes therein. We do not have the counterpart citations available for the Town Code at this juncture, so we will proceed with this narrative referencing the County Code citations and proceed accordingly. If the Town Code citations become available during this review process, we will promptly revise the narrative to reflect these new Town Code citations.

Section 8402.01 contains the criteria that must be met in order for the Board of County Commissioners (BOCC) to approve a GSE Plat request. We believe that this request meets the criteria well and have elaborated on each of them below.

1. The division of land created by the subdivision exemption is not within the purposes of the State subdivision statutes (C.R.S. section 30-28-133 et. Seq.)

The proposed GSE Plat of land is not within the purposes of the Colorado subdivision statutes. As noted, not a single development allowance, without further significant review – either already granted or still to be granted -- is being created by this process. This GSE Plat effort merely seeks to manage the Property by creating distinct easements for the necessary utilities, in a much more appropriate location. Further, we seek to improve the internal road alignment and improve the same. The relocation of easements via platting approach has been utilized on this particular project previously, and it reflects the best approach here as well. As discussed above, a new GSE plat is also necessary because there is no viable way to simply vacate an easement that was not expressly granted to any particular party. Essentially, the easements for both the utilities and the private road were created by Vail Resorts many years ago as the Developer/Declarant, and held throughout in that manner, and cannot easily just be adjusted as an easement modification. This GSE Plat approach also has the benefit of providing a visual depiction of not only where, but how these easements are being vacated and restated and realigned.

2. The lots resulting from the subdivision exemption are in compliance with Town Zoning Regulations.

The GSE Plat meets the purpose and intent of the Town's Zoning Regulations. The purpose and intent of the Town's Zoning Regulations is to ensure that land is developed in a logical, safe and environmentally sensitive manner. The regulations seek to protect the public by ensuring compatibility of adjacent land uses, prohibiting development of environmentally hazardous areas and protecting the natural environment. The subject property is located within the area now zoned by the Town as "Keystone Resort PUD", reflective of the longstanding and rather detailed keystone PUD which has been in place in Summit County for decades.

The proposed easement relocation for Tract G has been carefully located so that all future development will avoid environmentally sensitive areas, and blend into the natural landscape as well as the actual development. All necessary studies, such as Geotechnical Engineering and Geological Hazards Evaluation, wetlands delineations, and all other necessary materials and supplemental information, was addressed and reviewed via the approved site plan and will not be implicated in any fashion by this new easement proposal. The plat reflects these features, and avoidance of the same. We also have all such delineations and studies, as relied upon for site plan approval available, and will immediately provide the same if Town Planning Staff feels a review of these materials is necessary.

Moreover, Tract G will necessarily remain in accord with all development standards set forth in section B of the Keystone Resort PUD, as well as the Town Code, regarding minimum lot size, lot frontage and configuration, access, utilities and invariably, setbacks. There have been no prior concerns with the existing or proposed easement alignments, and the new adjustment now proposed in this GSE Plat does not present any new concerns based on such new dimensions now proposed in any manner. Tract G shall remain in full compliance with all Lot design standards under the Code and the KPUD. Again, this plat is simply an adjustment of the easements within Tract G to more effectively plan for future development.

The future residential condominium units will be in two buildings situated in a relatively close cluster, consistent with the nearby residential land use patterns, and contemplative of avoiding and/or mitigating any impacts to adjacent properties. Site disturbance envelopes and shared infrastructure will be used to minimize disturbance as much as possible for the future development and will be vividly depicted in the forthcoming site plan.

Finally, as noted, there are not any new parcels or lots being created, or entitlements or allowances for development created; rather Lodge LLC only seeks to create adjusted utility easement alignments for future development. The approved development plan already contemplates such new alignments, and the improved design and function associated therewith.

3. The subdivision exemption is in compliance with County Subdivision Regulations and standards (Chapter 8).

The purpose of the Town's Subdivision Regulations is to ensure the health, safety and welfare of the public and to protect the Town's natural resources. The regulations seek to ensure that land is created and developed with adequate utilities and roadway infrastructure, and that development in hazardous areas is prevented.

Adequate infrastructure and utilities exist, or will be brought to the property, per the requirements of the PUD and the Development Code. As mentioned above, water will be provided by Snake River Water and wastewater disposal will be provided by the Snake Wastewater Utility. Xcel is committed to providing power and gas to this Brightwood Project, The Property is already included in jurisdiction and service area of Summit Fire and shall remain so for all necessary emergency services.

The proposed GSE Plat is compatible with the surrounding land uses. No negative impacts to the general public are expected with this development. In fact, the new utility easement alignment,

more closely aligned with both Keystone Road and Argentine Court, provides for a more useful utility function for the entire area, not just Brightwood. Thus, the improved benefit is reflected not only in the maintenance, design and function of utilities, but also pertains to the availability of connection with such utilities. Public utilities near a public right of way are invariably more readily accessed than an inaccessible utility easement situated in the center of a private parcel. Further, the improved alignment of Argentine Road is a benefit for all users, as well as emergency services and other key functions.

Thus, the application complies with the Town's applicable Subdivision Regulations and furthers the public's health, safety and welfare.

4. The proposed subdivision exemption is in general conformance with the advisory goals, policies, and provisions of the Summit County Countywide Comprehensive Plan and any applicable basin or subbasin master plans.

Again, we are basing this discussion off of the contemplation of the relevant County Master Plan documents, in light of the fact that such documents have a residual overarching planning a vision still reflected in the Town approach and help give proper context to the existing Keystone PUD. We will incorporate any Town master planning considerations into this narrative if deemed necessary by the Town staff.

The proposed GSE Plat for has been carefully considered so that hazardous areas are avoided, site disturbance will be minimized, and the rural mountain character of the Snake River Basin is preserved. The Keystone Village community in general, and the Lodge area specifically, complements the natural environment, and blends in well with the surrounding neighborhoods. The property is in every regard an infill parcel because it is surrounded by varying degrees of residential development, high level access roads, State Highway 6, lodging, infrastructure and resort common areas. Utilities and other infrastructure already exist in the immediate area, and any needed supplemental infrastructure will be brought into the Property. Water, sewer, utilities and road access infrastructure can readily serve the property. Land will be protected from site disturbance/development through the use of site disturbance envelopes.

The proposal meets the intent of the Countywide Comprehensive Master Plan, the Snake River Master Plan and the Keystone PUD as well. The densities allocated for this property as contemplated in the PUD and the Snake River Master Plan already reflect a Community Center Designation per said Master Plan, which reflects a higher level of density and activity as a resort neighborhood. Accordingly, all future development planned on Tract G as modified will adhere to such limits on density and intensity as are already set forth in the PUD and the Snake River Master Plan, and no greater intensity of development shall be sought thereon sought. Even more germane to this particular parcel, utilities will be located in a much more centralized and functional alignment, and one also much more accessible to the public at large.

5. The applicant has provided evidence that all areas of the proposed subdivision exemption that may involve soil or topographical conditions presenting hazards or requiring special precautions have been identified and that the proposed uses of these areas are compatible with such conditions.

As noted above, the only areas of environmental concern identified to date are the stream alignment and associated wetlands, stream setbacks, and wetland setbacks, and all such areas will be **remain** completely protected from any development or disturbance in accordance with the Code. The existing approved site plan reflects this assurance, and the new easement alignments along the access roads further assure such protections. A wetlands delineation has been included in the prior GSE Plat site plan and incorporated into such prior approvals. Such past materials should continue to provide Staff and the Review Authority with confirmation that no utility easement adjustments in this proposed GSE Plat (which does not itself authorize development), or in the future projects on these proposed Tracts, will implicate any wetland or wetland setback disturbances in any manner. Further, via the existing approved site plan, site disturbance envelopes have been implemented, restraints and recommendations in reflection of the various consultant studies incorporated, and measures effectuated to ensure all hazards are roundly avoided.

6. *The applicant has provided certification from the County Treasurer's office that all ad valorem taxes applicable to the proposed subdivision exemption, for the years prior to the year in which approval is under consideration, have been paid.*

Please find attached certification from the Treasurer's Office that all ad valorem taxes for the property have been paid as required.

7. *The exemption plat is drawn in accordance with standards in the Subdivision Regulations and is suitable for recordation.*

We believe that the proposed exemption plat is drawn in accordance with the Subdivision Regulation standards of Chapter 8 and is suitable for recordation. We will be glad to revise the plat with any comments or suggestions the Town may have.

Master Plan Conformance

As mentioned in criteria 4 above, the GSE Plat is in general conformance with the Countywide Master Plan, and the Snake River Master Plan. The community common areas specifically address the numerous public benefit recommendations of these master plans. The following is list of the various master plan vision statements, and policies/actions that are met. Again, we will also address any Town master planning or vision guidance materials if requested.

As a general overview, this future development area has already been subject to master plan conformance scrutiny both in the PUD modification level of review, as well as the prior subdivision of both Tracts G and A, the various site plan approvals previously granted to projects upon Tract A, the recent GSE Plat for Tracts G and A, and the site plan approval for Tract G. The project strongly promotes and embodies many of the most important master plan policies, both on a Countywide level as well as those specific to the basin. As a cursory effort to address such policies, we will broadly outline the same below.

Countywide Comprehensive Plan

Land Use Element

Vision: Guide future land use decisions to ensure that growth occurs in appropriate locations and that our rural mountain character is maintained.

Urban Land Use

Goal A: Focus development within existing urban areas.

Policy/Action 2: Future urban development should be focused within existing urban areas.

Policy/Action 5: Encourage infill, redevelopment and adaptive reuse in urban areas.

5.1: Develop appropriate incentives (e.g., density increases, variances from certain development standards) that encourage infill and redevelopment.

Policy/Action 8: Public spaces, open space, and environmentally sensitive areas should be maintained within urban areas to provide connection to the outdoor environment.

Policy/Action 9: Encourage mixed residential densities to create a diversity of housing types and sizes.

General Land Use

Goal C: Maintain the current level of density in Summit County.

Policy/Action 1: Rezoning, PUDs, or PUD modifications that would result in higher residential densities or increased intensity of uses (e.g., increased vehicle trips, increased square footage) compared to that allowed by existing zoning is not allowed in the County, except as allowed by the Development Code and when one of the following is proposed:

1.1: Transferable Development Rights (TDRs) are used to move density to the site proposed for rezoning.

1.2: The higher density is allocated to deed restricted affordable workforce housing units.

Policy/Action 3: Rezoning and subdivisions should, to the extent practicable, be designed to avoid the following:

- Environmentally sensitive areas*
- Agricultural lands*
- Visually prominent landscapes*

3.1: To the extent practicable, retain healthy trees and forested areas while providing protection of the resources listed above and while allowing for forest management practices necessary for forest health and wildfire prevention.

These land use elements are squarely satisfied and fostered by a project that is a long-contemplated infill development within the key resort area. The improvements to existing infrastructure and amenities, including an improved and realigned Argentine Court, and improved parking lots, will benefit the community and carry forth the vision for the Keystone Resort laid out in the PUD and relevant master plans and subbasin plans. Most saliently, the new easement alignment not only

facilitates such infill development, but it also improved the efficacy and accessibility of the utilities to be put in place, as well as the internal access within this large, key area of the Keystone Resort.

Environment Element

Environmentally Sensitive Areas

Goal A: Protect and preserve environmentally sensitive areas.

Policy/Action 3: Development in environmentally sensitive areas should be avoided to the maximum extent possible. Minimize and mitigate impacts where site conditions preclude the ability to avoid all environmentally sensitive areas.

3.1. While respecting underlying zoning and density and according to established County design standards and regulations, require that new development employ design and construction techniques that, to the maximum extent practicable, utilize sensitive site design of lots and building envelopes to minimize disturbances to environmentally sensitive areas and provide infrastructure most efficiently.

Policy/Action 6: The County should work cooperatively with homeowner groups and the State and Federal Forest Service to promote healthy and naturally diverse forests while reducing wildfire hazards.

Noise and Light

Goal K: Mitigate the adverse impacts of noise and light.

Policy/Action 1: Encourage site design that uses landscaping and natural buffers to absorb excess noise.

Conservation

Goal L: Promote alternatives that reduce resource consumption in Summit County.

1.5: Support of enhanced public transportation options.

Policy/Action 3: Development in environmentally sensitive areas should be avoided to the maximum extent possible. Minimize and mitigate impacts where site conditions preclude the ability to avoid all environmentally sensitive areas.

3.1. While respecting underlying zoning and density and according to established County design standards and regulations, require that new development employ design and construction techniques that, to the maximum extent practicable, utilize sensitive site design of lots and building envelopes to minimize disturbances to environmentally sensitive areas and provide infrastructure most efficiently.

Noxious Weeds

Goal M: Support the County's weed control program.

Policy/Action 1: Support, sustain, and promote efforts to eradicate noxious weeds from the County.

Policy/Action 2: Work with developers and homeowners to ensure that revegetation and landscaping is weed-free.

Transportation Element

Vision: Maintain and develop a comprehensive, safe, and efficient transportation system, with an emphasis on promoting viable alternatives to the automobile.

Goal B: Promote and develop mass transit programs that are consistent with community values and the rural mountain character.

Policy/Action 1: Work to increase effectiveness of transit service for residents, employees, and visitors.

Design and Visual Resources Element

Goal B: Ensure that new development is designed in a visually sensitive manner, complementing the surrounding natural environment.

Policy/Action 3: Mitigate visual impacts by requiring the following, where appropriate: the use of building materials, building design (e.g., building mass, size, and height), colors, location of structures, and landscaping, so that structures blend into the natural landscape.

Policy/Action 4: Require the preservation of significant trees, where feasible, while allowing for forest management practices necessary for forest health and wildfire prevention.

Policy/Action 5: Amend the Land Use and Development Code to require the undergrounding of new utility lines for new development.

Policy/Action 6: The placement of new utilities should be done in a visually acceptable manner, maintaining existing vegetation and landscapes to the maximum extent possible.

Policy/Action 7: Require building envelopes and/or disturbance envelopes to be established when necessary in new subdivisions to minimize visual and environmental impacts.

Policy/Action 8: Preserve and protect existing significant natural features, such as distinctive landforms (rock outcrops).

Policy/Action 9: Larger development projects (12 units or more) should provide a usable outdoor place, to provide a focal point for the site that is readily accessed by residents of the project.

Policy/Action 10: Orient buildings to fit with the natural topography, clustering buildings when appropriate so that natural features and usable outdoor spaces are maintained and solar access is maximized.

All these policies have helped to shape this project, and this project reflects and has incorporated many of the actions recommended therein for implementation. Many of these concerns are furthered by the effort to align the respective utilities within and around Tract A in a more contemplative and effective fashion, allow a future development that can be effectively designed to mitigate visual impacts, limit any development impacts and help create a greater synergy with the surrounding developed resort area.

Snake River Master Plan

Land Use Element

Goal A: Future land use decisions should be consistent with land use designations on the Land Use Designation Map

- Policy/Action 1: The location and extent of intended land uses or densities shall be consistent with the land use designations delineated on the Land Use Map, and as further defined in Table 4 and the following goals and policies/actions of this Plan.*
- Policy/Action 7: Where redevelopment does occur, the development should be encouraged to be in harmony in design and appearance with surrounding structures and the neighborhood area.
New development should consider and incorporate appropriate existing site design and building orientation requirements in relationship to surrounding properties: setbacks, height, building mass (bulk and scale), lot coverage, parking, lighting, snow storage, and materials.
Relationship to and Impact on Surrounding Land Uses, Natural Systems or Environmental Resources.*
- Policy/Action 8: New development should avoid, to the extent practicable, adverse impacts to visually important lands, prominent landscapes, visual quality, environmentally sensitive areas, critical habitat for threatened or endangered species, natural features, and historical or archaeological resources. Impacts on Existing and Planned Services and Utilities*
- Policy/Action 9: New development shall provide and plan for the availability of adequate infrastructure.*

We have closely followed the recommendations of the Plan in the land use element therein throughout the development and design of this project. This GSE is merely the next necessary step in implementing the design goals into the actual Brightwood project that has already been embraced via the site plan approval this past summer. Upon approval of this GSE Plat, the lingering antiquated easement alignment issue will simply be formally resolved and allow development to proceed in an orderly fashion.

Conclusion

We believe that the proposed GSE Plat is drawn in accordance with the Subdivision Standards, is in conformance with the Countywide Comprehensive Plan and the Snake River Master Plan, and also meets all of the review/approval criteria of section 8402.01 and the approved site plan as well. The proposed plat will facilitate the efficient and orderly, well-planned utility services and access directly serving the new Brightwood additions to the Keystone Village/Lodge community— and improve the design and function of the utilities for the entire area.

We thank Town staff and look forward to working with them on this proposal, and respectfully request approval of this GSE Plat.

Best regards,



Daniel Teodoru, Esq.

A THIRD SUBDIVISION EXEMPTION REPLAT OF
TRACT G, KEYSTONE VILLAGE I AMENDED

ACCORDING TO THE PLAT RECORDED AT REC. NO. 1331172
SECTION 23, TOWNSHIP 5 SOUTH, RANGE 77 WEST OF THE 6TH P.M.
TOWN OF KEYSTONE, SUMMIT COUNTY, COLORADO

DEDICATION:

KNOW ALL PERSONS BY THESE PRESENTS THAT LODGE, LLC BEING THE OWNER OF THE LAND DESCRIBED AS FOLLOWS:
TRACT G, KEYSTONE VILLAGE I AMENDED
AREA IN ACRES 2.32
IN TOWN OF KEYSTONE, SUMMIT COUNTY, COLORADO

UNDER THE NAME AND STYLE OF "A SECOND SUBDIVISION EXEMPTION REPLAT OF TRACT G, KEYSTONE VILLAGE I AMENDED" HAS LAID OUT, PLATTED AND SUBDIVIDED SAME AS SHOWN ON THIS PLAT, AND BY THESE PRESENTS DOES HEREBY DEDICATE TO THE TOWN OF KEYSTONE, COUNTY OF SUMMIT, STATE OF COLORADO, THE STREETS, ROADS AND OTHER PUBLIC AREAS AS SHOWN HEREON, INCLUDING BUT NOT LIMITED TO TRAILS AND OPEN SPACE, FOR USE AS SUCH AND HEREBY DEDICATE THOSE PORTIONS OF LAND LABELED AS UTILITY EASEMENTS TO THE COUNTY OF SUMMIT FOR USE BY THE UTILITY COMPANIES OR OTHER PROVIDERS OF UTILITIES IN THE INSTALLATION AND MAINTENANCE OF UTILITY LINES AND FACILITIES. IT IS UNDERSTOOD THAT THE DEDICATION OF PUBLIC RIGHTS-OF-WAY FOR STREETS AND ROADS DOES NOT NECESSARILY RESULT IN THE ACCEPTANCE OF ROADS CONSTRUCTED THEREIN FOR MAINTENANCE BY THE TOWN OF KEYSTONE.

IN WITNESS WHEREOF, THE SAID OWNER, LODGE, LLC HAS CAUSED THEIR NAME TO HEREUNTO BE SUBSCRIBED THIS _____ DAY OF _____, 20____.

BY: BLAKE SHUTLER AS MANAGER OF
LODGE, LLC

NOTARIAL CERTIFICATE:

STATE OF _____
COUNTY OF _____
THE FOREGOING OWNER'S CERTIFICATE WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20____, BY BLAKE SHUTLER AS MANAGER OF LODGE, LLC

WITNESS MY HAND AND OFFICIAL SEAL:

NOTARY PUBLIC

MY COMMISSION EXPIRES _____

TITLE COMPANY CERTIFICATE:

TITLE COMPANY DOES HEREBY CERTIFY THAT IT HAS EXAMINED THE TITLE TO ALL LANDS AS SHOWN HEREON AND TITLE TO SUCH LANDS IS IN THE DEDICATOR FREE AND CLEAR OF ALL LIENS, TAXES, AND ENCUMBRANCES, EXCEPT AS FOLLOWS:

DATED THIS _____ DAY OF _____, 20____.

SURVEYOR'S CERTIFICATE:

I, JESSICA J. KOETTERITZ, BEING A REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS PLAT AND SURVEY WAS PREPARED BY ME AND UNDER MY SUPERVISION AND THAT BOTH ARE ACCURATE TO THE BEST OF MY KNOWLEDGE.

DATED THIS _____ DAY OF _____, 20____.

SIGNATURE _____
JESSICA J. KOETTERITZ, P.L.S.
COLORADO REGISTRATION NO. 38855



BOARD OF COUNTY COMMISSIONERS' APPROVAL:

THE TOWN COUNCIL OF TOWN OF KEYSTONE, SUMMIT COUNTY, COLORADO, DOES HEREBY APPROVE THIS SUBDIVISION EXEMPTION PLAT AT A MEETING HELD ON THIS _____ DAY OF _____, 20____, AND HEREBY ACCEPTS DEDICATION OF PUBLIC RIGHTS-OF-WAY, UTILITY EASEMENTS, AND OTHER PUBLIC AREAS AS SHOWN HEREON. ACCEPTANCE OF PUBLIC RIGHTS-OF-WAY FOR STREETS OR ROADS DOES NOT CONSTITUTE ACCEPTANCE FOR MAINTENANCE OF ROADS CONSTRUCTED THEREIN. THE PROCEDURE FOR ACCEPTANCE OF ROADS FOR MAINTENANCE PURPOSES SHALL BE AS STATED IN THE TOWN OF KEYSTONE ROAD & BRIDGE DESIGN AND CONSTRUCTION STANDARDS OR SUCH REGULATIONS AS SHALL BE ADOPTED IN LIEU OF THE TOWN OF KEYSTONE ROAD & BRIDGE DESIGN AND CONSTRUCTION STANDARDS.

CHAIR OF THE BOCC _____

TREASURER'S CERTIFICATE:

I THE UNDERSIGNED DO HEREBY CERTIFY THAT THE ENTIRE AMOUNT OF TAXES AND ASSESSMENTS DUE AND PAYABLE AS OF _____ UPON ALL PARCELS OF REAL ESTATE DESCRIBED ON THIS PLAT ARE PAID IN FULL.

DATED THIS _____ DAY OF _____, 20____.

SIGNATURE _____
SUMMIT COUNTY TREASURER

RECORDER'S ACCEPTANCE:

THIS PLAT WAS ACCEPTED FOR FILING IN THE OFFICE OF THE SUMMIT COUNTY CLERK AND RECORDER ON THIS _____ DAY OF _____, 20____, AND FILED

FOR RECORD AT _____ M., UNDER RECEPTION NUMBER _____

SIGNATURE _____ BY: _____

REVISED ROW

U.S. HIGHWAY NO. 6
(140' R-O-W)

REVISED R-O-W LINE
PER CDOT PLANS
DATED 1984, FORM NO. 126
665.00' (c.)
202.34'

TRACT A
389,568 sq. ft.
8.94 acres

TRACT G
100,857 sq. ft.
2.32 acres

EASEMENT NOTES:

- 1) THE WATER LINE EASEMENT TO SNAKE RIVER WATER DISTRICT FILED AT REC. NO. 1331170.
- 2) THE GENERAL EASEMENT DESCRIBED IN NOTE 2 OF THE SECOND SUBDIVISION EXEMPTION PLAT OF TRACT G ALLOWS FOR A BLANKET UTILITY EASEMENT. THE EASEMENTS SHOWN THROUGH TRACT G ARE VACATED AND RESTATED BY THE BLANKET EASEMENT.
- 3) THE 20' SEWER EASEMENT IS HEREBY CREATED BY THIS PLAT.
- 4) THE 50' PRIVATE ACCESS EASEMENT BEING ARGENTINE COURT, CO. ROAD NO. 172 IS HEREBY AMENDED AND RESTATED AS PLATTED.
5. A PORTION OF THE WATERLINE EASEMENT AT RECEPTION NO. 245330 IS HEREBY VACATED AND REPLACED BY THE WATERLINE EASEMENT DESCRIBED IN NOTE 1.

L4 AND L5 PORTION OF THIS EASEMENT TO BE VACATED BY THIS PLAT AND TO BE REPLACED BY THE AMENDED WATER LINE EASEMENT

ARGENTINE COURT
(50' PRIVATE ROAD EASEMENT)
TO BE VACATED AND RESTATED

ARGENTINE COURT
(50' PRIVATE ROAD EASEMENT)
CO. ROAD NO. 172
(AMENDED & RESTATED)

8" PSCD GAS LINE EASEMENT
(FOLLOWS SOUTH SIDE OF ROAD)
SHOWN USING ROAD AS LOCATED)
REC. NO. 318892
THIS PORTION VACATED AND REPLACED BY BLANKET UTILITY EASEMENT

10" PSCD UTILITY EASEMENT
REC. NO. 94845
THIS PORTION VACATED AND REPLACED BY BLANKET UTILITY EASEMENT

30' NON-EXCLUSIVE ACCESS EASEMENT
REC. NO. 303591
TO BE VACATED AND RESTATED

25' NON-EXCLUSIVE WATER LINE EASEMENT
REC. NO. 245330

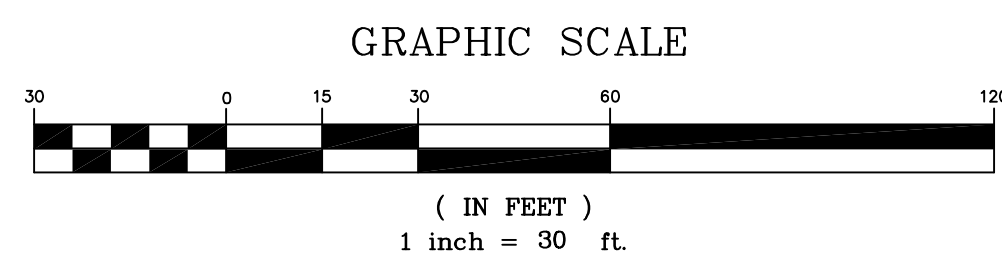
LINE	BEARING	LENGTH
L1	S21°53'50"E	21.27'
L2	S12°20'23"E	58.15'
L3	S82°47'34"E	61.92'
L4	N83°55'18"E	116.29'
L5	N23°41'06"E	72.30'
L6	S69°57'34"E	81.96'
L7	S45°24'32"E	61.39'
L8	S54°17'13"E	46.86'
L9	S37°46'34"E	65.67'

CURVE	LENGTH	RADIUS	CHORD	BEARING	DELTA
C1	495.00'	544.87'	478.16'	N69°31'45"W	52°03'07"
C2	47.84'	68.00'	46.86'	S65°28'21"W	40°18'32"
C3	70.11'	100.00'	68.69'	S65°24'16"W	40°10'23"

SURVEY NOTES

1. A TITLE COMMITMENT WAS PROVIDED BY LAND TITLE GUARANTEE COMPANY, ORDER No. MRG20209645-3 DATED 06/30/2023.
2. BOUNDARY SHOWN IS BASED ON AMENDED PLAT OF KEYSTONE VILLAGE I RECORDED AT REC. NO. 1313220.

NOTE: POINT OF BEGINNING FOR THIS SURVEY IS THE SECTION CORNER OF SECTIONS 13/14/23/24 BEING THE NORTHEAST PROPERTY CORNER OF TRACT D, KEYSTONE VILLAGE I AMENDED, A BLM BRASS CAP STAMPED "T5S R77W S. 13, 14, 23, 24 1959 1974".
BASIS OF BEARING IS THE SW CORNER OF THE NW 1/4, NE 1/4, NE 1/4, SECTION 23, BEING A WESTERLY CORNER FOR TRACT C, A U.S.D.A. FOREST SERVICE BRASS CAP STAMPED "ON NE 1/4 1973 1974 PEAK ONE 4974. BEARING FROM POINT OF BEGINNING TO BASIS OF BEARING IS S63°37'57"W A DISTANCE OF 1,472.52 FEET AS MEASURED AND ACCORDING TO THE PLAT OF RECORD AT RECEPTION NO. 155590.



LEGEND

- FOUND REBAR & PLASTIC CAP (PLS 26292)
- FOUND REBAR & PLASTIC CAP (PEAK ONE)
- FOUND #4 REBAR
- ◆ FOUND BLM BRASS CAP
- p. PLATTED COURSE
- m. MEASURED COURSE
- c. CALCULATED COURSE

NOTE: ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

FOUND BLM
REFERENCE MONUMENT
76.6 FT.
1975

Drawn RRJ/ESH/JJK	Dwg 22436PLT_G_3RD	Project 22436
Checked JJK	Date 06/18/2024	Sheet 1 of 1

RANGEWEST
ENGINEERS & SURVEYORS INC.
P.O. Box 589
Silverthorne, CO 80498 970-468-6281

TOWN OF KEYSTONE
Summit County, Colorado

RESOLUTION 2024-51

**A RESOLUTION OF TOWN COUNCIL OF THE TOWN OF KEYSTONE, COLORADO,
APPROVING TOK24-001, A GENERAL SUBDIVISION EXEMPTION PLAT FOR
TRACT G, KEYSTONE VILLAGE I AMENDED**

WHEREAS, Lodge, LLC (aka Blake Shutler) has applied for a Class 6, General Subdivision Plat to Relocate Utility and Access Easements, Tract G, Keystone Village I Amended; and,

WHEREAS, the Town of Keystone Community Development Department has reviewed the application and recommended approval to the Town Council; and

WHEREAS, Town Council has reviewed the request at a public meeting held on June 25, 2024 and considered the evidence and testimony presented at the meeting; and,

WHEREAS, the Town Council finds as follows:

1. The division of land created by the subdivision exemption is not within the purposes of the State subdivision statutes (C.R.S. §30-28-133 et seq.).
2. The lots resulting from the subdivision exemption are in compliance with Town Zoning Regulations.
3. The subdivision exemption is in compliance with Town Subdivision Regulations and standards (Chapter 8).
4. The proposed subdivision exemption is in general conformance with the advisory goals, policies and provisions of the Summit County Countywide Comprehensive Plan and the Snake River master plans.
5. The applicant has provided evidence that all areas of the proposed subdivision exemption that may involve soil or topographical conditions presenting hazards or requiring special precautions have been identified and that the proposed uses of these areas are compatible with such conditions.
6. The applicant has provided certification from the County Treasurer's office that all ad valorem taxes applicable to the proposed subdivision exemption, for years prior to the year in which approval is under consideration, have been paid.
7. The exemption plat is drawn in accordance with standards in the Subdivision Regulations and is suitable for recordation.

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

Section 1. A General Subdivision Plat to Relocate Utility and Access Easements, Tract G, Keystone Village I Amended is hereby approved

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 _____, 2024.

By: _____
Kenneth D. Riley, Mayor

ATTEST:

Approved as to Form:

By: _____
Town Clerk

By: _____
Town Attorney