



# Keystone Town Council Agenda

The Keystone Town Council will have a Regular Meeting on August 13, 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. July 23, 2024 – Meeting Minutes
  - D. EXCUSED ABSENCES
  - E. OTHER
    - 1. TOK24-003: Kindred Resort at Keystone – Class 2 Minor Site Plan Amendment for the following: Xcel Gas Meter Location; Changing Sliding Glass Doors; Remove Plaza Lift Add stem walls at SE Corner, Revise grading associated with an existing utility easement, Remove one existing light pole.
    - 2. TOK24-006: The Pines Building 10: Land Use Application – Class 2 – Site Plan Application for The Pines Building 10. The exterior remodel includes shingle, siding, and window replacements.
    - 3. TOK24-008: Ski and Tee Sign Permit Application – Class 2 – Sign Permit Application for Ski and Tee located at 100 Dercum Square Buffalo Lodge (Unit E-3)
- V. DISCUSSION
  - A. CONSIDERATION OF ORDINANCES (SECOND READING/PUBLIC HEARING)

1. Ordinance 2024-O-10, An Ordinance of Town Council of the Town of Keystone, Colorado, Prescribing the Means of Publication for Enacting Local Legislation and Other Matters

B. RESOLUTIONS

1. Resolution 2024-54, A Resolution of Town Council of the Town of Keystone, Colorado, Approving an Intergovernmental Agreement with Summit County for Election Services
2. Resolution 2024-55, A Resolution of Town Council of the Town of Keystone, Colorado, Approving an Intergovernmental Agreement with Summit County, Colorado and the Towns of Breckenridge, Dillon, Frisco, Montezuma, Silverthorne, and Keystone, Colorado
3. Resolution 2024-56, A Resolution of Town Council of the Town of Keystone, Colorado, Approving a Request for Proposals for an Independent Financial Auditor

C. OTHER

1. Discussion of Vacancy on Town Council

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 July 23, 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 7:03 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 Carol Kerr (virtual), Councilmember Aaron Parmet, Councilmember Dan Sullivan, Councilmember Valerie Thisted, and Mayor Riley. The following member was absent: Councilmember Sarah Keel.

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

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

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

Mayor Riley opened the floor for public comment.  
Christie Camp from Ski Tip Ranch spoke about the desire to provide assistance to the Town with grant writing processes.  
Seeing no further members of the public wishing to speak, Mayor Riley closed the floor for public comment.

### IV. **CONSENT AGENDA**

**A. FIRST READING OF ORDINANCES**

- 1. Ordinance 2024-O-10, An Ordinance of Town Council of the Town of Keystone, Colorado, Prescribing the Means of Publication for Enacting Local Legislation and Other Matters**

**B. RESOLUTIONS – NONE**

**C. MEETING MINUTES**

- 1. July 9, 2024 – Meeting Minutes**

**D. EXCUSED ABSENCES**

**E. OTHER**

- 1. TOK24-004 Class 2 Site Plan Staff Approval – My Epic Gear Slopeside Services**
- 2. Accounts Payable List**

Mayor Riley read the consent agenda into the record. Councilmember Sullivan moved to approve the consent agenda as presented. Councilmember Davis seconded. The motion passed unanimously, and the agenda was approved as presented.

**V. DISCUSSION**

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

**B. RESOLUTIONS**

- 1. Resolution 2024-52, A Resolution of Town Council of the Town of Keystone, Colorado, Amending the Town Fee Schedule to add Short-Term Rental License Fees**

Mayor Riley recognized Town Manager John Crone and Town Clerk Madeleine Sielu to present Resolution 2024-52, Amending the Town Fee Schedule to add Short-Term Rental Licenses Fee.

Councilmember Parmet moved to approve Resolution 2024-53. Councilmember Davis seconded. The motion passed unanimously, and Resolution 2024-52 was approved.

**2. Resolution 2024-53, A Resolution of Town Council of the Town of Keystone, Colorado, Approving a Request for Proposals for a Third Party Consultant to Develop the Town’s First Comprehensive Plan**

Mayor Riley recognized Town Manager John Crone and Community Development Director Lindsay Hirsh to present Resolution 2024-53, Approving a Request for Proposals for a Third Party Consultant to Develop the Town’s First Comprehensive Plan.

Councilmember Sullivan moved to approve Resolution 2024-53. Councilmember Parmet seconded. The motion passed unanimously, and Resolution 2024-53 was approved.

**C. OTHER**

**1. Consideration of Submission of Grant Application for Environmental Impact Approval Fund Grant**

Mayor Riley recognized Town Manager John Crone to present consideration of submission of grant application for Environmental Impact Approval Fund Grant.

Councilmember Davis moved to approve submission of a grant application for the Environmental Impact Approval Fund Grant to support the consultant work for the Town’s Comprehensive Plan.

**VI. PLANNING MATTERS**

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

Town Manager John Crone provided an update on the hiring processes for Town Planner and Public Works Director. An offer was made for the position of Town Planner and three finalists have been identified for the Public Works Director. As wildfire season is approaching, local Summit County managers are working together to discuss emergency evacuation plans. Manager Crone plans to bring a Request for

Proposals for Engineering Services to a future meeting to discuss potential road work on Keystone Road. Town Council and the Manager are continuing to attend several Homeowner's Association (HOA) meetings, and they are open to attending additional meetings at the request of the community. The Town is beginning to look at snow plowing contracts with the Keystone Neighbourhood Company and Keystone Resort this fall. There is an upcoming Colorado Association of Ski Towns meeting in August, which all Town Councilmembers are invited to attend. Keystone Resort has identified an Interim General Manager, Tom Fortune. Discussions of additional Intergovernmental Agreements with different entities in the county will come up at future meetings.

**VIII. REPORT OF MAYOR AND COUNCIL**

Councilmember Sullivan discussed continued citizen efforts to expand postal services within the Town of Keystone. The Postmaster has indicated that delivery service could expand in Keystone if there were cluster boxes installed.

Mayor Riley shared that he planned to attend the Flying Dutchman HOA meeting on August 17, 2024. He also discussed the countywide efforts to develop evacuation plans.

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

Councilmember Kerr noted the work the Town has been doing to prioritize digital accessibility.

**X. SCHEDULED MEETINGS**

**XI. EXECUTIVE SESSION**

**XII. ADJOURNMENT**

Seeing no further business to discuss, Mayor Riley adjourned the meeting at 8:04 p.m.

# TOWN OF KEYSTONE, COLORADO

## STAFF REPORT

TO: Mayor & Town Councilmembers

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

FROM: Lindsay Hirsh, Community Development Director

DATE: August 13, 2024 – Town Council Meeting

SUBJECT: [Consent Agenda] TOK24-003: Kindred Resort at Keystone – Class 2 Site Plan Amendment for the following: Xcel Gas Meter Location; Changing Sliding Glass Doors; Remove Plaza Lift; Add stem walls at SE Corner, Revise grading associated with an existing utility easement, Remove one existing light pole.

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### **Executive Summary:**

On July 9, 2024, the Town Council approved Ordinance 2024-O-08 Amending Ordinance No. 2024-O-05, Town of Keystone Land Use Code, And Declaring an Emergency. This ordinance was in response to the Council's desire to improve the process of reviewing planning department decisions related to Class 2 development reviews.

[The application materials are available at this link.](#)

### **Recommendation:**

The Community Development Director approved the Class 2 Site Plan – Kindred Resort at Keystone. The Community Development Director has not identified any reason for Council's review (and call up) of that decision.

## **Background:**

The Town's Community Development Department has begun processing several Class 2 site plan applications. The County's review/appeal process for these types of applications didn't really work well with the Town's review process and meeting schedule especially with regard to the call up/review and appeal process. As such, Town Staff developed a new process via Ordinance 2024-O-08 that amended the process for communicating all decisions on Class 2 reviews. The Ordinance also amended the process related to the notice of the decision to the applicant, the Town Manager, and Town Council. In addition, noticing changes were developed to increase citizen input and public transparency.

The subject Class 2 application TOK24-003 formalizes the following changes to the previously approved Kindred site plan approval. The requested modifications include: change in the location of an Xcel gas meter, changing out some sliding glass doors, removing the plaza level lift, addition of stem walls at the southeast corner of the approved structure, revision to grading associated with an existing utility easement, and the removal of one existing light pole. The application was submitted in early June 2024 and after the three-week review and referral period, the Community Development Director approved the application. On July 26, 2024, per the amended Code, Staff sent a Notice of Action to Town Council, The Town Attorney, and the Town Manager. Per the revised Code language, the Community Development Department has scheduled the Notice of Action as an agenda item for the next Town Council meeting. A decision to appeal (or call up) that decision must be made within 21 days. Consistent with the Home Rule Charter, Town Council decides to appeal by an affirmative vote of the majority of the Town Council present at that meeting.

## **Financial Considerations:**

There are no financial considerations applicable to the subject application.

## **Previous Council Actions:**

None



**Alternatives:**

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

# TOWN OF KEYSTONE, COLORADO

## STAFF REPORT

TO: Mayor & Town Councilmembers  
THROUGH: John Crone, Town Manager  
Jennifer Madsen, Town Attorney  
FROM: Lindsay Hirsh, Community Development Director  
DATE: August 13, 2024- Town Council Meeting  
SUBJECT: [Consent Agenda] TOK24-006: Class 2 Site Plan application for Building 10, The Pines Exterior Remodel. The exterior remodel includes shingle, siding, and window replacements.

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### **Executive Summary:**

On July 9, 2024, the Town Council approved Ordinance 2024-O-08 Amending Ordinance No. 2024-O-05, Town of Keystone Land Use Code, And Declaring an Emergency. This ordinance was in response to the Council's desire to improve the process of reviewing planning department decisions related to Class 2 development reviews.

[The application materials are available at this link.](#)

### **Recommendation:**

The Community Development Director approved the Class 2 Site Plan application for Building 10, The Pines Exterior Remodel located at 21610 Highway 6, Keystone. The Community Development Director has not identified any reason for Council's review (and call up) of that decision.

### **Background:**

The Town's Community Development Department has begun processing several Class 2 site plan applications. The County's review/appeal process for these types of applications didn't really work well with the Town's review process and meeting schedule

especially with regard to the call up/review and appeal process. As such, Town Staff developed a new process via Ordinance 2024-O-08 that amended the process for communicating all decisions on Class 2 reviews. The Ordinance also amended the process related to the notice of the decision to the applicant, the Town Manager, and Town Council. In addition, noticing changes were developed to increase citizen input and public transparency.

The subject Class 2 Site Plan application is to remodel the exterior of Building 10, the Pines. The application was submitted in mid July 2024 and after the three-week review and referral period, the Community Development Director approved the application. On August 6, 2024, per the Amended Code, Staff sent a Notice of Action to Town Council, The Town Attorney, and the Town Manager. Per the revised Code language, the planning department has scheduled the notice of action as an agenda item for the next Town Council meeting. A decision to appeal (or call up) that decision must be made within 21 days. Consistent with the Home Rule Charter, Town Council decides to appeal by an affirmative vote of the majority of the Town Council present at that meeting.

**Financial Considerations:**

There are no financial considerations applicable to the subject application.

**Previous Council Actions:**

None

**Alternatives:**

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

# TOWN OF KEYSTONE, COLORADO

## STAFF REPORT

TO: Mayor & Town Councilmembers  
THROUGH: John Crone, Town Manager  
Jennifer Madsen, Town Attorney  
FROM: Lindsay Hirsh, Community Development Director  
DATE: August 13, 2024 – Town Council Meeting  
SUBJECT: [Consent Agenda] TOK24-008: Ski and Tee Sign Permit Application – Class 2 – Sign Permit Application for Ski and Tee located at 100 Dercum Square Buffalo Lodge (Unit E-3).

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### **Executive Summary:**

On July 9, 2024, the Town Council approved Ordinance 2024-O-08 Amending Ordinance No. 2024-O-05, Town of Keystone Land Use Code, And Declaring an Emergency. This ordinance was in response to the Council's desire to improve the process of reviewing planning department decisions related to Class 2 development reviews.

[The application materials are available at this link.](#)

### **Recommendation:**

The Community Development Director approved the Class 2 Sign Permit for Ski and Tee, located at 100 Dercum Square Buffalo Lodge (Unit E-3). The Community Development Director has not identified any reason for Council's review (and call up) of that decision.

### **Background:**

The Town's Community Development Department has begun processing several Class 2 site plan applications. The County's review/appeal process for these types of applications didn't really work well with the Town's review process and meeting schedule especially with regard to the call up/review and appeal process. As such, Town Staff

developed a new process via Ordinance 2024-O-08 that amended the process for communicating all decisions on Class 2 reviews. The Ordinance also amended the process related to the notice of the decision to the applicant, the Town Manager, and Town Council. In addition, noticing changes were developed to increase citizen input and public transparency.

The subject Class 2 Sign Permit application is to allow an entry door hanging sign and a window sign that both meet the requirements as stipulated in the Keystone Sign Program. The application was submitted in mid July 2024 and after the three-week review and referral period, the Community Development Director approved the application. On August 6, 2024, per the amended Code, Staff sent a Notice of Action to Town Council, The Town Attorney, and the Town Manager. Per the revised Code language, the Community Development Department has scheduled the notice of action as an agenda item for the next Town Council meeting. A decision to appeal (or call up) that decision must be made within 21 days. Consistent with the Home Rule Charter, Town Council decides to appeal by an affirmative vote of the majority of the Town Council present at that meeting.

**Financial Considerations:**

There are no financial considerations applicable to the subject application.

**Previous Council Actions:**

None

**Alternatives:**

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

# TOWN OF KEYSTONE, COLORADO

## STAFF REPORT

TO: Mayor & Town Councilmembers  
THROUGH: John Crone, Town Manager  
FROM: Jennifer Madsen, Town Attorney  
DATE: August 13, 2024 – Town Council Meeting  
SUBJECT: [SECOND READING] 2024-O-10, An Ordinance Of The  
Town Council Of The Town Of Keystone, Colorado,  
Prescribing The Means Of Publication For Enacting Local  
Legislation And Other Matters

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### **Executive Summary:**

Ordinance 2024-O-10 prescribes the means of publication for ordinances and other matters. Generally, the Town will meet publication requirements by posting the documents on the Town's website.

### **Recommendation:**

Staff recommends that Council approve Ordinance 2024-O-10 on second reading.

### **Background:**

Article 6 Keystone's Home Rule Charter includes certain notice and publication requirements in conjunction with the enactment of legislation (ordinances) and budgets. The Charter does not specify the means by which this publication is to be accomplished. For statutory municipalities, this publication requirement is accomplished by placing a legal notice in a newspaper of general or limited circulation within the jurisdiction.

With the onset of the internet, as well as other means of electronic media, the newspaper may no longer be the most effective and efficient means to provide notice to

the citizens and general public of hearings and potential legislation.

Because the Charter does not address or define the term “publication,” Town Council may interpret the Charter and, by legislation, direct the means of publication with respect to the enactment of new ordinances. The proposed ordinance before you would authorize the fulfillment of the publication requirements of the Charter through electronic means, including without limitation, posting of notices and legislation on the Town’s website. The draft ordinance also allows meeting the publication requirement through the traditional means of publishing the information in newspaper of general or limited circulation.

The other reference to “publication” in the Charter is found in Article 10 pertaining to hearings on the proposed budget, notice of an adopted budget, and expenditure records. The proposed ordinance interpreting the Charter would apply to this section of the Charter and allows for publication on the website or in a newspaper

Council may be interested to know that if Council authorizes electronic publication/notification, Keystone would not be alone. State statutes were recently amended to allow posting of notices of public meetings on the internet. Also, a few home-rule municipalities (notably, Denver, Castle Rock, Golden, Montrose and Brighton) have authorized electronic notification and “publication” requirements.

Ordinance 2024-O-10 prescribes the means of publication for ordinances and other matters. The ordinance provides that the Town Clerk can publish Town documents by other means such as by newspaper and by posting in Town Hall.

### **Alternatives:**

Town Council may provide alternative direction on publication ordinance.

### **Financial Considerations:**

There are no financial considerations applicable to this ordinance.

## **Previous Council Actions:**

The Town Attorney discussed this ordinance with Town Council at the work session on July 9 and approved on first reading on July 23.

## **Next Steps:**

If Council approves this Ordinance, it will become effective thirty days after the publication date.

## **Suggested Motions:**

Approval of the Ordinance:

I move to APPROVE Ordinance 2024-O-08, An Ordinance Of The Town Council Of The Town Of Keystone, Colorado, Prescribing The Means Of Publication For Enacting Local Legislation And Other Matter

Denial of the Ordinance:

I move to DENY Ordinance 2024-O-08, An Ordinance Of The Town Council Of The Town Of Keystone, Colorado, Prescribing The Means Of Publication For Enacting Local Legislation And Other Matter

## **Attachment:**

- Ordinance 2024-O-08, An Ordinance Of The Town Council Of The Town Of Keystone, Colorado, Prescribing The Means Of Publication For Enacting Local Legislation And Other Matter



**TOWN OF KEYSTONE  
ORDINANCE NO. 2024-O-10**

**AN ORDINANCE OF TOWN COUNCIL OF THE TOWN OF KEYSTONE,  
COLORADO, PRESCRIBING THE MEANS OF PUBLICATION FOR  
ENACTING  
LOCAL LEGISLATION AND OTHER MATTERS**

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

**WHEREAS**, Article 6 of the Keystone Home Rule Charter establishes the procedure to be followed by the Town Council when enacting ordinances; and

**WHEREAS**, Sections 6.5 and 6.6 of the Keystone Home Rule Charter require the “publication” of ordinances approved on first reading, as well as the “publication” of ordinances following final passage; and

**WHEREAS**, Sections 10.6 and 10.12 of the Keystone Home Rule Charter requires the “publication” of hearings on the proposed budget and the adopted budget; and

**WHEREAS**, Section 10.14 of the Keystone Home Rule Charter permits the “publication” of records of expenditures; and

**WHEREAS**, the Keystone Home Rule Charter does not currently prescribe or otherwise address the manner by which such “publication” is to occur; and

**WHEREAS**, the Colorado courts have ruled that the manner by which a home-rule city enacts legislation is a matter of purely local concern; and

**WHEREAS**, with the advent of the internet and other electronic communication means, Town Council believes and finds that the use of a newspaper is no longer the most effective and efficient means to notify the Keystone community and the public of proposed legislation, or of adopted legislation; and

**WHEREAS**, the Colorado Open Meetings Law, at Section 24-6-402(2)(c)(II), recognizes a statewide policy to transition local governments from the past obligation and practice of posting notice in physical locations (such as at facilities and in newspapers) in favor of posting notices at the local government’s online website; and

**WHEREAS**, the Town Council further finds that publication is the act of giving or serving of notice; when applied to an ordinance, it is the act of serving of notice of the law’s existence and its contents to the public at large for inspection or scrutiny; and

**WHEREAS**, accordingly, the Town Council interprets the “publication” requirement in the Keystone Home Rule Charter to include such means as may be reasonably calculated to provide notice of the actions of Town Council pertaining to the enactment of legislation and budget matters; and

**WHEREAS**, Town Council wishes to authorize the use of electronic publication, including posting of notices and ordinances on the Town’s official internet webpage, as a permissible means to publicize the actions of the Town and Town Council, including without limitation, notices of public hearings on budgets, proposed legislative actions and final legislative enactments.

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

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

Section 2. Town Council adopts the following requirement related to publication of proposed ordinances set forth in Section 6.5 of the Keystone Home Rule Charter:

**Publication of ordinances and other legal notices.**

When an ordinance, resolution, legal notice, or document is required to be published or posted by the Charter, ordinances of the Town, or applicable laws or regulations of the state or the United States, such publication shall be made by posting the ordinance, resolution, notice, or other Town document for public access to the Town’s official website for a period of not less than five (5) consecutive days. The publication requirement is deemed complete as of the first date of such posting. When publication is completed as required by this section, the Town Clerk may certify the publication of the ordinance, resolution, notice, or other document in any court, and the Town Clerk’s certificate of publication shall be conclusive evidence of the publication requirement.

A temporary technical disruption in the public’s access to the Town’s official website during a posting period will not invalidate a publication provided that at least one posting of the ordinance, resolution, notice, or document was available to the public for at least twenty-four hours. In addition to the posting to the Town’s official website, the Town Clerk may provide a courtesy and secondary publication in a newspaper of general or limited circulation within the Town and/or by physically posting notice in a prominent location at the entrance of the Town Hall.

In the event that access to the Town’s official website is rendered unavailable to the public for a period of time that will make online posting wholly ineffective, the Town shall publish the ordinance, resolution, notice or document at least once in a newspaper of general or limited circulation within the Town.

The provisions of this Section shall supersede and control the publication requirements contained in Titles 24, 29, and 31 of the Colorado Revised Statutes. Notwithstanding, the Town will complete the publication requirements related to annexation matters in the manner that is set forth in Article 12 of Title 31 of the Colorado Revised Statutes.

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

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

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

INTRODUCED, READ AND PASSED AS AN ORDINANCE, ON FIRST READING, AT A REGULAR MEETING OF THE TOWN COUNCIL OF THE TOWN OF KEYSTONE, COLORADO, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 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 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  
Jennifer Madsen, Town Attorney

FROM: Madeleine Sielu, Town Clerk

DATE: August 13, 2024 – Town Council Meeting

SUBJECT: Resolution 2024-54, A Resolution of Town Council of the  
Town of Keystone, Colorado, Approving an  
Intergovernmental Agreement with Summit County for  
Election Services

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### **Executive Summary:**

The Town Council has expressed a desire to put forward two questions to voters on the November 2024 ballot. In order to participate in a coordinated election with Summit County, the Town must approve an Intergovernmental Agreement (IGA) defining the roles and responsibilities of each party in administering the election 70 days before the election, or August 27, 2024.

### **Background:**

Town Council has discussed participating in the coordinated election at the June 25, 2024, July 09, 2024, and July 23, 2024, Town Council work sessions. At these work sessions, Town Council provided staff with direction to move forward with initiating cooperation with the Summit County Clerk and Recorder.

The Summit County Clerk and Recorder's Office has provided an IGA for election services based on their standard procedure for coordinated elections. This agreement outlines the duties of the County Clerk & Recorder's Office as well as of the Town's Designated Election Official. The Town Clerk, Madeleine Sielu, has been named the

Designated Election Official in this agreement. The primary duties of the administration of the election fall with the Summit County Clerk and Recorder's Office, though there are some obligations that fall with the Town Clerk, which are as follows:

- Certifying the Town's Official 2024 General Election ballot content by 5:00 p.m. Friday, September 6, 2024. This is Exhibit B included in the IGA.
- Approving ballot layout. This will require the Town Clerk to be on call between September 6, 2024, and September 15, 2024, to provide feedback on ballot layout in a timely matter.
- Participation in the Logic and Accuracy Test on September 24, 2024, Risk Limiting Audits on November 19 and 21, 2024, and the Canvass on November 22 or November 25, 2024.
- Accept, organize, summarize TABOR Pro/Con comments pertaining to the Town's TABOR issues by noon on Friday, September 20, 2024.
- TABOR Notice review and approval between September 20, 2024, and October 4, 2024.

Additionally, the IGA outlines that the Town will pay the County Clerk for the Town's portion of the actual cost of services and supplies. An estimate of these costs has been included in the IGA as Exhibit A and are estimated to be \$2,650. If the Town decides not to participate in the election, after this IGA has been executed, the Town must notify the Summit County Clerk immediately. The Town will be responsible for the prorated costs of the duties performed and costs incurred.

### **Alternatives:**

Town Council could deny the approval of this IGA and direct staff to re-negotiate the terms of the IGA. Town Council could decide not to hold an election at this time. Town Council could direct staff to plan their own election.

### **Financial Considerations:**

Costs associated with the coordinated election are estimated to be \$2,650.

## **Previous Council Actions:**

Discussions of potential ballot questions occurred at the June 25, 2024 Work Session, July 9, 2024 Work Session, and July 23, 2024 Work Session.

## **Next Steps:**

Town Council needs to approve proposed ballot language to be submitted to the Summit County Clerk and Recorder before September 6, 2024, at 5:00 p.m.

## **Suggested Motions:**

APPROVE:

I move to APPROVE Resolution 2024-54, A Resolution of Town Council of the Town of Keystone, Colorado, Approving an Intergovernmental Agreement with Summit County for Election Services.

DENY:

I move to DENY Resolution 2024-54, A Resolution of Town Council of the Town of Keystone, Colorado, Approving an Intergovernmental Agreement with Summit County for Election Services.

## **Attachments:**

- Resolution 2024-54, A Resolution of Town Council of the Town of Keystone, Colorado, Approving an Intergovernmental Agreement with Summit County for Election Services
- Exhibit A – Intergovernmental Agreement with Summit County for Election Services

**TOWN OF KEYSTONE  
Summit County, Colorado**

**RESOLUTION 2024-54**

**A RESOLUTION OF TOWN COUNCIL OF THE TOWN OF KEYSTONE, COLORADO  
APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH SUMMIT COUNTY  
FOR ELECTION SERVICES**

WHEREAS, pursuant to Colorado Constitution art. XIV, § 18(2)(a) and Colorado Revised Statutes § 29-1-203, as amended, the County and the Town may cooperate or contract with each other to provide any function or service lawfully authorized to each, and any such contract may provide for the sharing of costs, the imposition of taxes, and incurring of debt; and

WHEREAS, Town Council is considering submitting two ballot questions to the registered electors in the Town of Keystone at the state general election in November 2024 (“November election”); and

WHEREAS, pursuant to Colorado Revised Statutes § 1-1-111, of the Uniform Election Code, as amended, hereinafter referred to as the “Code”, the Town is authorized to contract with the Clerk and Recorder to perform all or part of the duties associated with conducting elections; and

WHEREAS, the County, the Clerk and Recorder, and the Town have determined that it is in their best interests to conduct the November election as a “coordinated election,” as such term is defined in Colorado Revised Statutes § 1-1-104(6.5), as amended; and

WHEREAS, the County, the Clerk and Recorder, and the Town have determined that it is in the best interests of their respective residents, to cooperate and contract concerning the election upon the terms and conditions contained in the attached Intergovernmental Agreement, hereinafter referred to as “Exhibit A”.

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

Section 1. The Town Council approves the Intergovernmental Agreement Between the Town of Keystone and Summit County Regarding Election Services. The Town Council authorizes the Mayor to execute the IGA in substantially the form that is provided in Exhibit A.

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



Office of the Clerk & Recorder | Elections

**TARYN POWER, CLERK & RECORDER**  
ELECTIONS DIVISION  
208 East Lincoln Ave. | P.O. Box 1538 Breckenridge, CO 80424  
(970) 453-3479  
[www.SummitCountyCO.gov/VOTE](http://www.SummitCountyCO.gov/VOTE)  
[www.GoVoteColorado.gov](http://www.GoVoteColorado.gov)

**INTERGOVERNMENTAL AGREEMENT  
FOR ELECTION SERVICES**

This Intergovernmental Agreement is entered into as of this 14 day of August, 2024, between The Board of County Commissioners of Summit County, Colorado ("County") and the Town of Keystone ("Town"). In consideration of the benefits and obligations contained herein, and subject to the terms and conditions as are hereinafter set forth, the parties agree as follows:

**A. DUTIES OF THE COUNTY CLERK & RECORDER**

The 2024 General Election will be conducted as a Mail Ballot/Voter Service Polling Center ("VSPC") Election in compliance with Federal and State Election Law and Rule. Taryn Power is the Summit County Clerk & Recorder, and can be reached via email at [taryn.power@summitcountyco.gov](mailto:taryn.power@summitcountyco.gov) or by telephone at (970) 453-3471. Stephanie Szmuto is a secondary contact as the Chief Deputy Clerk & Recorder, and can be reached via email at [stephanie.szmuto@summitcountyco.gov](mailto:stephanie.szmuto@summitcountyco.gov) or by telephone at (970) 453-3472. The Summit County Clerk & Recorder ("County Clerk") will provide the following election functions relating to the conduct of the General Election to be held on Tuesday, November 5, 2024:

**1. Compilation and distribution of mail ballot packets.** Duties include: combination and proofing of Federal, State and Local certified candidates/questions, layout design, printing, and mailing of mail ballot packets in compliance with Federal and State Election Rule and Law. Mail ballot packets include instructions, a secrecy sleeve, return envelope, and the eligible ballot style for the voter. Test and sample ballots will be produced to test equipment and inform voters ahead of Election Day. Paper in-person ballots by Direct Recording Electronic Device ("DRE") or hand-marked paper ballots will be produced and provided to all VSPC locations. Military and Overseas ("UOCAVA") ballots will be sent by voter-indicated transmission method no later than Saturday, September 21, 2024. The first day mail ballots to all other active registered voters can and will be sent is Friday, October 11, 2024. The last day the County Clerk can mail ballots is Monday, October 28, 2024 by United States Postal Service ("USPS").

**2. Establishment and administration of VSPC and mail ballot drop off locations.** VSPC locations will be the responsibility of the County Clerk.

One Early Voting VSPC (walk-in) location will be open during the following dates:

- Monday, October 21, 2024 through Friday, October 25, 2024
- Monday, October 28, 2024 through Friday, November 2, 2024
- Saturday, November 3, 2024
- Monday, November 4, 2024

All 3 VSPC (walk-in) locations will be open on Election Day, Tuesday, November 5, 2024.

The County Clerk posts statutory polling place signs by Wednesday, October 16, 2024. The County Clerk manages all aspects of the five 24-hour drop box locations including: signage, surveillance, secure

gathering of ballots and correspondence, and custody of keys. The County Clerk manages all aspects of the five 24-hour drop box locations including: signage, surveillance, secure gathering of ballots and correspondence, and custody of keys.

- 3. Publish and post the Notice of Election** no later than Wednesday, October 16, 2024.
- 4. Recruitment, appointment, scheduling and training of Pollworkers/Election Judges.**
- 5. Testing/auditing State-certified voting and tabulating equipment** before and after Election Day. The County Clerk will publicly perform the mandatory Logic and Accuracy Test (LAT), Risk-Limiting Audit (RLA) and Canvass events. The Town is required and expected to participate in all three events (see section “B” of this Agreement below titled “Duties of the Town”).
- 6. Manage Central Count functions and proceedings.** The County Clerk directs Pollworkers in the central location where ballots undergo signature verification, separation and tabulation in accordance with Federal and State Election Law and Rule. The Town may have a maximum of two watchers present in Central Count and must provide advanced notice of Watchers to the County Clerk.
- 7. Provide an UNOFFICIAL Abstract of Votes to the Town** upon completion of the counting of all ballots. The Abstract is not made official until the County Clerk performs the Canvass after the Election.
- 8. Provisional ballot administration** including: provision, receipt, verification, tabulation, and reporting. Verification begins Wednesday, November 6, 2024 and finishing no later than Friday, November 15, 2024. The Town may have a maximum of two watchers present in Central Count and must provide advanced notice of Watchers to the County Clerk.
- 9. Creation and distribution of Taxpayer Bill of Rights (TABOR) Notice** using certified content from the Town. Duties include: Template compilation, inclusion of Town-certified text and financial information (in addition to any other coordinating entities with TABOR content), and mailing of TABOR notice package to “All Registered Voters” in Summit County no later than Friday, October 4, 2024.
- 10. Canvass:** Appoint the members of the Board of Canvassers, prepare the Abstract of Votes, perform the Canvass, and submit the Abstract of Votes to the Colorado Secretary of State, no later than Wednesday, November 27, 2024. The Canvass cannot be performed until the Risk-Limiting Audit is deemed complete by the Colorado Secretary of State.
- 11. Create and transmit a Certificate of Election to the Town** containing the votes cast for each candidate and/or question, after the Official Abstract of Votes is certified at Canvass, no later than Wednesday, November 27, 2024.
- 12. Preserve election records** for the required statutory retention period.

## B. DUTIES OF THE TOWN OF KEYSTONE

The Town has appointed Madeleine Sielu to serve as the Designated Election Official (“DEO”). The direct contact phone number for the Town’s DEO is: 970-450-3500 x1. The email address for the Town’s DEO is: msielu@keystoneco.gov.

All communication regarding the 2024 General Election will take place exclusively between County Clerk Taryn Power and the Town’s appointed DEO as listed above. Should the DEO be unable to communicate at any time with the County Clerk, a designee is required to be appointed and must proactively communicate the change in writing to the County Clerk within 24 hours upon designation. The Town will be responsible for the following election duties relating to the 2024 General Election to be held on November 5, 2024:

- 1. Certify the Town’s Official 2024 General Election ballot content to the County Clerk** in its exact and final form no later than 5:00 p.m. Friday, September 6, 2024. Ballot content must be provided via email as attachments to Summit County Clerk & Recorder Taryn Power in both of the following two methods:
  - a. Microsoft Word document using the Ballot Certification Template (“Exhibit B”).
  - b. Portable Document Format (“PDF”) of the signed/sealed, certified ballot content. Can be in the form of a resolution or other formal action from the Town.
- 2. Timely review, communication, and approval of ballot layout.** The County Clerk will send the Town the proposed layout of the ballot after content is certified to the County Clerk. The Town is required to review and either submit changes, or approve in writing, the layout for the Town’s portion of the ballot content within two hours. This duty of review and follow-up communication is time-sensitive and must take place in writing (email is acceptable), the same business day after the County Clerk transmits the proposed layout to the Town. The DEO must be available by email and telephone during and after regular business hours during the ballot certification time period. The ballot certification time period ranges from Friday, September 6, 2024 at 8:00 am through Sunday, September 15, 2024 at 5:00 pm or until the Ballot content has been proofed and approved through 1 round between the County Clerk and the DEO of the Town. Only 1 round of proofing and approval will be permitted. Once the ballot content is approved by the Town during the ballot certification time period, no changes can be made to the ballot.
- 3. Participate in pre- and post-Election events.** The Town will provide a representative for the LAT, RLA and Canvass Boards in Summit County.
- 4. The Town will pay the County Clerk for the Town’s portion of the actual costs of services and supplies.** An estimate of the Town’s proportional share of these services and supplies is set forth in Exhibit A. Such payment(s) will be made either to the County Clerk or directly to such third-party vendors or contractors as requested by the County Clerk in their sole discretion. Payment(s) will be made within thirty days from receipt of the itemized statement(s). In the eventuality that it is determined that election materials must be in multiple languages, the Town will pay their proportional share of such expense.
- 5. In the event that the Town resolves not to hold the election, such notice will be immediately made to the County Clerk.** The Town will pay its prorated costs for the duties performed and costs incurred by the County Clerk relating to the election both before and after the County Clerk’s receipt of such notice. The Town will also be responsible for communicating the cancellation of their election by: publishing the

notice of cancellation in the news publication of record in the County, and posting the notice at the following locations: the three designated polling places, in the office of the County Clerk, and in Town DEO's office.

6. **Accept, organize, summarize and transmit TABOR Pro/Con comments** pertaining to the Town's TABOR issues by Noon Friday, September 20, 2024 to the County Clerk. Transmission to County Clerk is required to be Pro/Con comments that are already summarized by the Town to be a maximum of 500 words each. The Town must verify the submitter of the Pro/Con statements are eligible electors of the Town. Transmission to the County Clerk is to be via email no later than Monday, September 23, 2024 along with any information required under Article X, Section 20 of the Colorado Constitution or any other law.
7. **TABOR Notice review and approval.** The County Clerk will send the Town the proposed layout of the TABOR notice via email. The Town is required to review and either submit changes in writing, or approve in writing, the layout and content for the Town's portion of the TABOR notice via email. This duty of review and follow-up communication is time-sensitive and must take place the same business day after the County Clerk transmits the proposed layout to the Town.

**C. GENERAL PROVISIONS**

1. This Agreement may be amended only in writing, following the same formality as the execution of the initial Agreement.
2. If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such holdings will not affect the validity, legality, or enforceability of the remaining provisions.
3. In the event of any challenge or other legal action contesting the election or the conduct of the election, the Town and the County will bear their own costs of defending such challenge or other legal action, and of any liability resulting therefrom. If a new election or other procedure must be conducted as a result of such challenge or legal action, the County and Town will each pay their proportional share of actual costs of the new election or other procedure. Notwithstanding the foregoing, if a court determines that an act or omission of only the County or of only the Town made necessary the new election or other procedure, the responsible party will pay the entire cost of any liability resulting therefrom and of any new election or other procedure ordered by a Court.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement to be effective the day and year first set forth above.

TOWN OF KEYSTONE

BOARD OF COUNTY COMMISSIONERS  
SUMMIT COUNTY, COLORADO

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

By: \_\_\_\_\_  
David Rossi, Summit County Manager

ATTEST:

ATTEST:  
SUMMIT COUNTY CLERK & RECORDER

By: \_\_\_\_\_  
Madeleine Sielu, Town Clerk and  
Designated Election Official

By: \_\_\_\_\_  
Taryn Power, Designated Election Official

Exhibit A - 2024 General Election Cost Estimate Breakdown  
SUMMIT COUNTY CLERK & RECORDER  
SUMMIT COUNTY, COLORADO  
TOWN: TOWN OF KEYSTONE

Active Registered Voters within Town as of July 24, 2024:	<u>922</u>
Ballot Printing/Programming/Preparation/Mailing	\$700.00
Postage	\$ 50.00
Envelopes/Instructions/Secrecy Sleeves	\$600.00
Notice of Election	\$ 50.00
Election Judges	\$500.00
Request for comments	\$250.00
TABOR Notice	\$500.00
 TOTAL	 \$2,650.00

Note: This is only an estimate. Final costs will be determined once invoices from vendors have been received, and the number of political subdivisions participating in the election is confirmed.

Exhibit B – 2024 Ballot Certification Template & Worksheet  
FILL OUT FORM ENTIRELY, RESPOND WITH N/A TO QUESTIONS IF NOT APPLICABLE

Full Legal Name of Coordinating Entity: \_\_\_\_\_

State the number of separate candidate races the District DEO will certify for the 2024 General Election Ballot: \_\_\_\_\_

State the number of separate ballot measures, including TABOR and non-TABOR ballot questions the District DEO will certify for the 2024 General Election Ballot: \_\_\_\_\_

How many ballot measures qualify as TABOR?: \_\_\_\_\_

Actual races language: positions, jurisdictions, candidate names, **remember write-in spaces where applicable!** List offices and candidate names in the exact order and spelling how they are to appear on the ballot.

Actual measure/issue language: **\*Do not assign a number/letter** to the measure – the controlling County Clerk & Recorder will determine by Election Rule after content is certified to their office\*



# TOWN OF KEYSTONE, COLORADO

## STAFF REPORT

TO: Mayor & Town Councilmembers  
FROM: John Crone, Town Manager  
DATE: August 13, 2024  
SUBJECT: Resolution 2024-55, Approving an Intergovernmental Agreement Among Summit County, Colorado and the Towns of Breckenridge, Dillon, Frisco, Montezuma, Silverthorne, and Keystone, Colorado

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### **Executive Summary:**

Approval of this resolution by Keystone and all of the other jurisdictions will provide for Keystone to join the Summit County Housing Authority and receive its share of the revenue generated by the two countywide housing taxes.

### **Background:**

The Summit Combined Housing Authority (SCHA) is a separate and distinct government entity that is controlled by a Board of Directors made up of a representative of the Summit County government and representatives of all of the incorporated municipalities in Summit County except for Keystone. SCHA is organized through an IGA signed by all of the members.

The SCHA is funded by a countywide .6% sales tax and a .125% sales and use tax. This tax brings in approximately \$16 million a year. After taking a proportional share from each jurisdiction for operating expenses, the remainder of the funds collected are distributed to the jurisdictions based upon the amount of tax collected in the jurisdiction. Keystone should receive approximately \$895,000 in distributions to be used for the development of workforce housing once the Town joins the IGA.

Since incorporation, the Town has been negotiating with the members of the SCHA Board to create an amendment to the IGA that would include the Town of Keystone as a full member. At its June meeting, the SCHA Board asked its members to reach out to their respective elected boards and councils to get informal approval to move ahead with an amendment to the IGA. All of the elected boards and councils indicated that they would approve of the proposed change to the IGA.

At the July meeting of the SCHA, the SCHA Board distributed a draft of an amendment to the IGA. The members are all taking this draft to their elected officials and their attorneys. Staff has attached a clean version of the proposed amendment.

It is possible that the various Town Attorneys will make small, non-material changes to the language of the IGA. This resolution will allow the IGA to take effect while such details are determined.

Allocated Shares – The IGA determines, prior to the beginning of the next fiscal year, the annual operating contribution of each jurisdiction (paid in monthly installments) based upon the share of taxes raised in each jurisdiction over the period extending from September (previous fiscal year) through August of the current fiscal year. This allocation is determined annually. For FY 2025, the Town of Keystone's share of operation expenses will be \$5,000 per month. This money will be withheld from the monthly distribution of funds.

Distribution of Funds – The SCHA makes monthly distribution of taxes collected to the jurisdiction where the taxes were paid. The SCHA has been withholding these funds for the Town of Keystone since March of 2024. Once the amendment is adopted, those funds will be released to Keystone subject to the withholding of the Town's allocated share.

One-time Payment for SCHA Office Building – The SCHA just moved into a new facility in Frisco (the Summit Daily building). Each of the member jurisdictions contributed

\$90,000 to the acquisition and furnishing of the office space. If the SCHA is dissolved, the current member jurisdictions determined that each of the member jurisdictions will receive an equal share in the assets. Rather than renegotiating the distribution, it was decided that the easiest solution would be to have Keystone pay an equal share.

Since the original contributions were based on jurisdiction, not on share of tax brought in, Keystone's contribution would not be in addition to moneys already paid by our residents through the county.

Since Keystone's capital contribution was not anticipated when the SCHA made the acquisition of the property, Keystone's contribution will largely remain in the SCHA's operating reserves.

**Alternatives:**

Instruct staff to renegotiate the IGA with the members of the SCHA

**Financial Considerations:**

If adopted, the IGA will result in approximately \$900,000 or more in annual funds distributed to the Town of Keystone.

**Previous Council Actions:**

July 23, 2024, workshop discussion about the IGA.

**Suggested Motions:**

I move to approve Resolution 55-2024 Approving an Intergovernmental Agreement Among Summit County, Colorado and the Towns of Breckenridge, Dillon, Frisco, Montezuma, Silverthorne, and Keystone, Colorado

**Or**

I move to deny Resolution 55-2024 Approving an Intergovernmental Agreement Among Summit County, Colorado and the Towns of Breckenridge, Dillon, Frisco, Montezuma, Silverthorne, and Keystone, Colorado

**Attachment:**

- Resolution 2024-55, Approving an Intergovernmental Agreement Among Summit County, Colorado and the Towns of Breckenridge, Dillon, Frisco, Montezuma, Silverthorne, and Keystone, Colorado
- First Amendment to the Third Amended and Restated IGA Providing for the Establishment of the SCHA
- Third Amended and Restated IGA Providing for the Establishment of the SCHA

**TOWN OF KEYSTONE  
Summit County, Colorado**

**RESOLUTION 2024-55**

**A RESOLUTION OF TOWN COUNCIL OF THE TOWN OF KEYSTONE, COLORADO  
APPROVING AN INTERGOVERNMENTAL AGREEMENT AMONG SUMMIT  
COUNTY, COLORADO AND THE TOWNS OF BRECKENRIDGE, DILLON, FRISCO,  
MONTEZUMA, SILVERTHORNE, AND KEYSTONE, COLORADO**

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

WHEREAS, the incorporated municipalities in Summit County and the Summit County government have previously entered into an intergovernmental agreement regarding the Summit County Housing Authority; and

WHEREAS, the Summit County Housing Authority distributes the funds raised by a countywide .6% sales tax and a .125% sales and use tax to its members; and

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

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

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

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 13<sup>TH</sup> day of August 2024.**

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

ATTEST:

Approved as to Form:

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

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

**Exhibit A**

**FIRST AMENDMENT TO THE  
THIRD AMENDED AND RESTATED  
INTERGOVERNMENTAL AGREEMENT  
AMONG  
SUMMIT COUNTY, COLORADO AND THE TOWNS OF BRECKENRIDGE, DILLON,  
FRISCO, MONTEZUMA, SILVERTHORNE, AND KEYSTONE, COLORADO**

Providing for the establishment of the Summit Combined Housing Authority as a multijurisdictional housing authority pursuant to Section 29-1-204.5, Colorado Revised Statutes, as amended.

THIS FIRST AMENDMENT TO THE THIRD AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT (this "Agreement") is made and entered into this \_\_\_ day of July \_\_\_\_\_, among SUMMIT COUNTY, COLORADO (the "County"), a body corporate and politic and political subdivision of the State of Colorado (the "State"), and THE TOWNS OF BRECKENRIDGE, DILLON, FRISCO, MONTEZUMA, SILVERTHORNE, and KEYSTONE COLORADO (the "Towns"), home rule municipalities and political subdivisions of the State. The County and the Towns are referred to collectively herein as "the Members" or individually as "a Member."

WHEREAS, Section 29-1-204.5, Colorado Revised Statutes, as amended (the "Act"), authorizes any combination of home rule or statutory cities, towns, counties, and cities and counties of the state, by contract with each other, to establish a separate governmental entity to be known as a multijurisdictional housing authority to effect the planning, financing, acquisition, construction, reconstruction or repair, maintenance, management, and operation of housing projects or programs pursuant to a multijurisdictional plan in order to provide dwelling accommodations at rental prices or purchase prices within the means of families of low or moderate income and to provide affordable housing projects or programs for employees of employers located within the jurisdiction of the authority; and

WHEREAS, pursuant to title 29, article 1, part 2, Colorado Revised Statutes, as amended (the "Intergovernmental Relations Statute"), and article XIV, section 18 of the State Constitution, governments may contract with one another to provide any function, service or facility lawfully authorized to each of the contracting units and any such contract may provide for the joint exercise of the function, service or facility, including the establishment of a separate legal entity to do so; and

WHEREAS, the County and towns have historically provided affordable housing services in the County pursuant to various authority including but not limited to the Act and Title 29, Article 4, Colorado Revised Statutes; and

WHEREAS, the County and the Town of Silverthorne previously entered into an Intergovernmental Agreement in 2002 ("Original IGA") in order to establish the Summit Combined Housing Authority ("Authority"); and

WHEREAS, the County and the Towns of Breckenridge, Dillon, Frisco and Silverthorne previously entered into a First Amended Intergovernmental Agreement ("First Amended IGA") in 2006; and

WHEREAS, the County, Towns of Breckenridge, Dillon, Frisco, Montezuma and Silverthorne previously entered into a Second Amended Intergovernmental Agreement ("Second Amended IGA") in 2007; and

WHEREAS, the County, Towns of Breckenridge, Dillon, Frisco, Montezuma and Silverthorne amended and restated the IGA by means of this Third Amended and Restated IGA ("Agreement") in 2017;



WHEREAS, the Town of Keystone was formed in February of 2024 and the County, Towns of Breckenridge, Dillon, Frisco, Montezuma, Silverthorne and Keystone wish to amend the Agreement (“Amendment”) to include Keystone in the governance and costs of the Authority.

NOW THEREFORE the Parties agree to amend the Third Amended and Restated Intergovernmental Agreement as follows:

Section 10(b) is replaced in its entirety with:

10(b) Allocated Share. For calendar year 2024 each party shall pay its portion of the administrative budget of the Authority in the following amounts per month (such amounts being the “Allocated Share”):

- (i) Summit County \$12,000
- (ii) Breckenridge \$19,167
- (iii) Dillon \$9,250
- (iv) Frisco \$13,500
- (v) Keystone \$5,000
- (vi) Montezuma 0
- (vii) Silverthorne \$14,084

For the calendar year 2024 only the Town of Keystone shall pay a one-time contribution of \$90,000 as its contribution to the Authority’s office building and shall pay its Allocated Share commencing with the month of March. Summit County shall be credited for such amounts paid on behalf of Keystone between March and the effective date of this Amendment. Commencing with calendar year 2025, the Allocated Amount shall be determined based on the percentage of sales tax collection by each jurisdiction from September through August of the total sales tax collected in those months.

All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, this Agreement has been executed by the Members effective as of the date set forth above.

SUMMIT COUNTY, COLORADO

By: \_\_\_\_\_  
\_\_\_\_\_, Chair

ATTEST:

By: \_\_\_\_\_  
\_\_\_\_\_, Clerk and Recorder

TOWN OF BRECKENRIDGE

By: \_\_\_\_\_  
\_\_\_\_\_, Mayor

ATTEST:

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

TOWN OF DILLON

By: \_\_\_\_\_  
\_\_\_\_\_, Mayor

ATTEST:

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

TOWN OF FRISCO

By: \_\_\_\_\_  
\_\_\_\_\_, Mayor

ATTEST:

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

TOWN OF MONTEZUMA

By: \_\_\_\_\_  
\_\_\_\_\_, Mayor

ATTEST:

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

TOWN OF SILVERTHORNE

By: \_\_\_\_\_  
\_\_\_\_\_, Mayor

ATTEST:

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

TOWN OF KEYSTONE

By: \_\_\_\_\_  
\_\_\_\_\_, Mayor

ATTEST:

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

**THIRD AMENDED AND RESTATED  
INTERGOVERNMENTAL AGREEMENT**

**Among**

**SUMMIT COUNTY, COLORADO And  
THE TOWNS OF BRECKENRIDGE, DILLON, FRISCO, MONTEZUMA AND  
SILVERTHORNE, COLORADO**

**providing for the establishment of the "Summit Combined Housing Authority" as a  
multijurisdictional housing authority pursuant to Section 29-1-204.5, Colorado Revised  
Statutes, as amended**

THIS THIRD AMENDED INTERGOVERNMENTAL AGREEMENT (this "Agreement") is made and entered into this 26th day of July 2016, among SUMMIT COUNTY, COLORADO (the "County"), a body corporate and politic and political subdivision of the State of Colorado (the "State"), and THE TOWNS OF BRECKENRIDGE, DILLON, FRISCO, MONTEZUMA AND SILVERTHORNE, COLORADO (the "Towns"), home rule municipalities and political subdivisions of the State. The County and the Towns are referred to collectively herein as "the Members" or individually as "a Member."

WHEREAS, Section 29-1-204.5, Colorado Revised Statutes, as amended (the "Act"), authorizes any combination of home rule or statutory cities, towns, counties, and cities and counties of the State to, by contract with each other, establish a separate governmental entity to be known as a multijurisdictional housing authority to effect the planning, financing, acquisition, construction, reconstruction or repair, maintenance, management, and operation of housing projects or programs pursuant to a multijurisdictional plan in order to provide dwelling accommodations at rental prices or purchase prices within the means of families of low or moderate income and to provide affordable housing projects or programs for employees of employers located within the jurisdiction of the authority; and

WHEREAS, pursuant to title 29, article 1, part 2, Colorado Revised Statutes, as amended (the "Intergovernmental Relations Statute"), and article XIV, section 18 of the State Constitution, governments may contract with one another to provide any function, service or facility lawfully authorized to each of the contracting units and any such contract may provide for the joint exercise of the function, service or facility, including the establishment of a separate legal entity to do so; and

WHEREAS, the County and towns have historically provided affordable housing services in the County pursuant to various authority including but not limited to the Act and Title 29, Article 4, Colorado Revised Statutes; and

WHEREAS, the County and the Town of Silverthorne previously entered into an Intergovernmental Agreement in 2002 ("Original IGA") in order to establish the Summit Combined Housing Authority ("Authority"); and

WHEREAS, the Towns of Breckenridge, Dillon and Frisco previously entered into a First Amended Intergovernmental Agreement ("First Amended IGA") in 2006 in order to participate in the governance of the Authority; and

WHEREAS, the Town of Montezuma participated in the governance of the Authority pursuant to and in accordance with the Act and a second amendment ("Second Amended IGA"); and

WHEREAS, the parties desire to further amend the Second Amended IGA by means of this Third Amended and Restated IGA ("Agreement").

NOW, THEREFORE, be it covenanted and agreed as follows:

Section 1. Authority and Members. The County and the Towns are hereby established as the Members of the Authority. The Authority shall continue to be a separate

governmental entity and a political subdivision and public corporation of the State pursuant to the Act, the Intergovernmental Relations Statute and the terms of this Agreement.

Section 2. Name. The name of the Authority shall be the "Summit Combined Housing Authority."

Section 3. Purpose. The purpose and function of the Authority shall be to: plan, finance, acquire, construct, reconstruct or repair, maintain, manage, and operate housing projects and programs pursuant to a multijurisdictional plan within the means of families of low or moderate income and to plan, finance, acquire, construct, reconstruct or repair, maintain, manage, and operate affordable housing projects or programs for employees of employers located within the jurisdiction of the Authority, as will be further set forth in the multijurisdictional plan to be adopted by the Authority pursuant to all authority provided by law including, but not limited to, the Act, Titles 29, 30 and 31, Colorado Revised Statutes, and Section 8 hereof.

Section 4. Boundaries. The boundaries of the Authority shall be coterminous with the boundaries of the County.

Section 5. Powers and Duties. The Authority shall have all power, privileges and duties vested in or imposed on it by the Act, by the Intergovernmental Relations Statute, this Agreement and by any other applicable law, subject to the provisions of the Act, the Intergovernmental Relations Statute and any other applicable law.

Section 6. Board of Directors.

(a) Powers and Duties. The Authority shall be governed by a Board of Directors (the "Board") as described in this Section. The Board shall exercise and perform all powers, privileges and duties vested in or imposed on the Authority, including, without limitation, any duties imposed on the Authority by Title 29, Article 1, Parts 1, 5 and 6; and Title 29, Article 4, Colorado Revised Statutes, as amended. Subject to the provisions of the Act and this Agreement, the Board may delegate any of its powers to any director, officer, employee or agent of the Authority.

(b) Directors. The Board shall be composed of one director for each Member. The governing body of each Member shall select and appoint the director for such Member. Each Member may also appoint an Alternate Director as its proxy to attend and represent it at a Board of Directors meeting whenever a Member's regular Director is unable to attend the Board meeting and such Alternate Director may vote in accordance with this Agreement on any matter which may come before the Board.

(c) Terms of Office. The term of office of each director shall commence with his or her appointment and shall continue until the date on which a successor is duly appointed.

(d) Resignation, Removal and Vacancies. Any director may resign at any time, effective upon receipt by the Secretary (described in Section 7, hereof) or the Chair (described in Section 7 hereof) of written notice signed by the person who is resigning; and may be removed at any time by the governing body of the Member that appointed him or her, in its sole and exclusive discretion, effective upon receipt by the Secretary or

the Chair of written notice signed by a duly authorized representative the governing body of the appointing Member. Vacancies in the office of any director shall be filled in the same manner in which the vacant office was originally filled pursuant to subsection (b) of this Section.

(e) Compensation. Directors shall serve without compensation, but may be reimbursed for expenses incurred in serving in such capacities upon such terms and pursuant to such procedures as may be established by the Board.

(f) Resolutions and Voting. All actions of the Board shall be by resolution, which may be written or oral. Resolutions of the Board shall be adopted upon the affirmative vote of at least a majority of a quorum of the directors eligible to vote thereon. A quorum shall consist of a majority of the directors then in office.

(g) Bylaws and Rules. The Board, acting by resolution adopted as provided in subsection (f) of this Section, may adopt bylaws or rules governing the activities of the Authority and the Board, including, but not limited to, bylaws or rules governing the conduct of Board meetings, voting procedures, and the type of resolutions that must be in writing. The bylaws shall be consistent with the Act and this Agreement.

#### Section 7. Officers.

(a) Generally. The Board shall annually select and appoint a Chair, a Vice Chair, a Secretary, a Treasurer and an Executive Director. The Board also may appoint one or more subordinate officers and agents, each of whom shall hold his or her office or agency for such term and shall have such authority, powers and duties as shall be determined from time to time by the Board. The Chair and the Vice Chair shall be directors. Other officers may, but need not, be directors. Any two or more of such offices may be held by the same person, except that the offices of Chair and Secretary may not be held by the same person and the person serving as Executive Director may not hold any other of such offices. All officers of the Authority shall be persons of the age of 18 years or older and shall meet the other qualifications, if any, stated for his or her office elsewhere in this Section.

(b) Chair. The Chair shall have the power to call meetings of the Board; the power to execute, deliver, acknowledge, file and record on behalf of the Authority such documents as may be required by this Agreement, the Act or other applicable law; and such other powers as may be prescribed from time to time by the Board. The Chair may execute and deliver contracts, deeds and other instruments and agreements on behalf of the Authority as are necessary or appropriate in the ordinary course of its activities or as are duly authorized or approved by the Board. The Chair shall have such additional authority, powers and duties as are appropriate and customary for the office of the Chair of the Board of Directors of entities such as the Authority, and as the Board may otherwise prescribe.

(c) Vice Chair. The Vice Chair shall be the officer next in seniority after the Chair and, upon the death, absence or disability of the Chair, shall have the authority, powers and duties of the Chair. The Vice Chair shall have such additional authority, powers and duties as are prescribed by the Board.



(d) Secretary. The Secretary shall give, or cause to be given, notice of all meetings (including special meetings) of the Board, keep written minutes of such meetings, have charge of the Authority's seal, be responsible for the maintenance of all records and files and the preparation and filing of reports to governmental agencies (other than tax returns), have authority to impress or affix the Authority's seal to any instrument requiring it (and, when so impressed or affixed, it may be attested by his or her signature), and have such other authority, powers and duties as are appropriate and customary for the office of Secretary of entities such as the Authority, and as the Board may otherwise prescribe. If a Treasurer has not been appointed, the Secretary shall also serve as Treasurer and may use the title of Treasurer in performing the functions of Treasurer.

(e) Treasurer. The Treasurer shall, subject to rules and procedures established by the Board, be responsible for the custody of the funds and all stocks, bonds and other securities owned by the Authority and shall be responsible for the preparation and filing of all tax returns, if any, required to be filed by the Authority. The Treasurer shall receive all moneys paid to the Authority and, subject to any limits imposed by the Board or the Chair, shall have authority to give receipts and vouchers, to sign and endorse checks and warrants in the Authority's name and on the Authority's behalf, and to give full discharge for the same. The Treasurer shall also have charge of disbursement of the funds of the Authority, shall keep full and accurate records of the receipts and disbursements, and shall deposit all moneys and other valuables in such depositories as shall be designated by the Board. The Treasurer shall deposit and invest all funds of the Authority in accordance with this Agreement and laws of the State applying to the deposit and investment of funds of multijurisdictional housing authorities formed under the Act. The Treasurer shall have such additional authority, powers and duties as are appropriate and customary for the office of Treasurer of entities such as the Authority, and as the Board may otherwise prescribe. If a Treasurer has not been appointed, the Secretary shall also serve as Treasurer and may use the title of Treasurer in performing the functions of Treasurer.

(f) Executive Director. The Executive Director shall be the chief executive officer of the Authority, shall supervise the activities of the Authority, shall see that all policies, directions and orders of the Board are carried out and shall, under the supervision of the Board, have such other authority, powers or duties as may be prescribed by the Board.

(g) Resignation and Removal. Any officer may resign at any time effective upon receipt by the Secretary or the Chair of written notice signed by the person who is resigning, and may be removed at any time by the Board.

(h) Changes to Authority, Powers and Duties. Notwithstanding any other provision of this Article, the Board at any time may expand, limit or modify the authority, powers and duties of any officer.

(i) Vacancies. Vacancies in the office of any officer shall be filled in the same manner in which such office was originally filled.

(j) Compensation. The Authority may compensate officers who are not directors for services performed, and may reimburse them for expenses incurred in serving in such

capacities upon such terms and pursuant to such procedures as may be established by the Board.

#### Section 8. Multijurisdictional Plan.

Pursuant to the Act, the Authority, by resolution of the Board, has adopted a multijurisdictional plan (the "Plan") for the accomplishment of its purpose (as described in Section 3 hereof). The Plan may be amended from time to time and include provision for the succession of the Authority to the rights, privileges, assets, liabilities, obligations and operations of the existing housing authority of the County. Subsequent to the adoption of this Agreement, the Members shall endeavor to amend the Plan to also provide a standard affordable housing restrictive covenant/deed restriction for use in conjunction with the development of future affordable housing projects. The restrictive covenant/deed restriction shall endeavor to ensure that the affordable housing revenues provided hereunder will be used by the Members to provide dwelling accommodations at rental prices or purchase prices within the means of families of low or moderate income and to provide affordable housing projects or programs for employees of employers located within the jurisdiction of the Authority.

#### Section 9. Sources of Revenue.

(a) Expected Sources of Revenue. Subject to the requirements of Article X, Section 20 of the State Constitution, the voting requirements and other provisions of the Act and the requirements hereof, the Members hereby declare the present expectation of the Authority to derive revenues from (i) a sales tax and use tax of 0.125% (hereinafter may be referred to as the "Housing Sales/Use Tax"), (ii) a development impact fee of \$2.00 or less per square foot of new residential, commercial and industrial construction (hereinafter referred to as the "Housing Impact Fee") imposed throughout the boundaries of the Authority pursuant to and in accordance with subsection (3)(f.1) of the Act, and (iii) a sales tax of up to 0.6 % (hereinafter may be referred to as the "Housing Sales Tax"); provided, that such declaration of expectation shall not be construed to obligate the Authority in any way.

(b) Consent for Additional Fees, Taxes. No additional tax or fee shall be imposed by the Authority in excess of the tax or fee described in subsection (a) of this Section without the express written consent of the Members' governing bodies.

(c) Fair Distribution of Revenues. Prior to and as a condition of levying any tax or fee described in subsection (a) of this Section, the Board shall adopt a resolution determining that the levying of such tax or fee will fairly distribute the costs of the Authority's activities among the persons and businesses benefited thereby and will not impose an undue burden on any particular group of persons or businesses.

(d) Coordination of Sales and Use Tax Collection with Department of Revenue. The Authority designates the County Finance Officer as the financial officer who shall coordinate with the State Department of Revenue regarding the collection of any sales and/or use taxes described in this Section. Such coordination shall include but not be limited to the financial officer identifying those businesses eligible to collect the sales and/or taxes and any other administrative details identified by the Department of Revenue.

**Section 10. Revenue Distribution, Allocated Share of Administrative Expenses.**

(a) **Administrative Expenses.** The annual administrative budget of the Authority, as such expenditures are described in the approved annual budget for the Authority, shall be funded from the Housing Sales/Use Tax levied by the Authority. Each month, the Authority shall retain from each Member's distribution of the Housing Sales/Use Tax revenues an amount equal to 1/12 of such Member's Allocated Share of the administrative expenses of the Authority (as defined in subsection (b), below) have been fully collected by the Authority. Notwithstanding Section 6(f) above, approval of the annual administrative budget of the Authority and any amendments thereto shall require the affirmative votes of the following number of directors:

<u>Number of Members of the Authority</u>	<u>Votes Required to Approve Budget</u>
2	2
3	2
4	3
5	4
6	4
7	5

(b) **Allocated Share.** The 2007 annual administrative budget for the Authority was \$151,536. Such expenditures were allocated among the Members as follows (such amounts being the "Allocated Share"):

- i. Summit County - \$35,367
- ii. Breckenridge - \$39,713
- iii. Dillon - \$19,364
- iv. Frisco - \$27,822
- v. Montezuma - \$0
- vi. Silverthorne - \$29,270

Total = \$151,536

Beginning in 2017, each Member's Allocated Share shall be determined based on the same allocation unless another formula is agreed upon by the Members and approved by the Board.

(c) The Authority shall maintain accurate records of the services it provides to the Members during each calendar year and shall report to the Board as directed regarding the quantity of such services provided to each Member. The Members intend to develop and agree upon a new Allocated Share schedule based on the amount of Authority services provided to each Member, which schedule shall supersede the Allocated Share percentages listed above upon approval by the Board.

(d) Notwithstanding subparagraphs (a) and (b) above, any tax revenues collected from an incorporated area of Summit County that is not within the jurisdiction of a Member shall be retained by the Authority. Furthermore, if for any reason any of the

above-listed Members are not a party to this Agreement, the remaining Members shall amend this Agreement for the purpose of adjusting the Allocated Share percentages as shall be mutually agreed to.

(e) Tax Distribution to Members. Each month the Authority shall distribute to each Member all tax revenues collected from within the jurisdiction of a Member, less the amount to be retained to pay the Authority's administrative expenses as provided in Section 10(a).

(f) Impact Fee Distribution to Members. Any Housing Impact Fee imposed by the Authority shall be administered and collected by each Member for all new residential, commercial and industrial construction within the jurisdiction of such Member. The Housing Impact Fee shall not be imposed by the Authority within an incorporated area of Summit County that is not within the jurisdiction of a Member. All Housing Impact Fee revenues collected by a Member shall be retained by such Member. A Member may develop and implement a system to (i) provide a credit or offset against a Housing Impact Fee in favor of a developer who provides affordable housing for its project pursuant to the Member's land use development laws, and (ii) provide a voluntary endowment restrictive covenant system or other mechanism authorizing a property owner to defer collection of the Housing Impact Fee.

(g) County Jurisdiction. For purposes of this Section 10 only, the jurisdiction of the County shall be deemed to be the unincorporated area of Summit County.

#### Section 11. Amendment of Agreement; Additional Members.

(a) Generally. Except as otherwise provided in this Section, this Agreement may be modified or amended only by the express approval of the governing bodies of all Members.

(b) Amendment to Provide for Additional Members. This Agreement may be amended to add one or more additional Members upon: (i) resolution of the Board providing for such amendment adopted as provided herein and (ii) approval of such amendment by the governing body of the prospective additional Member and each then existing Member.

#### Section 12. Term of Agreement and Distribution of Assets Upon Termination of Agreement.

(a) Effective Date. The term of this Agreement shall begin when the County and all other Members have executed this Agreement. Upon such execution, this Agreement shall supersede the Original IGA, the First Amended IGA, and the Second Amended IGA and the Authority shall continue in accordance with the terms of this Agreement.

(b) Termination. The term of this Agreement shall end when less than two Members are willing to remain as parties to this Agreement; provided, however, that this Agreement may not be terminated so long as the Authority has any bonds, notes or other obligations outstanding, unless provision for full payment of such obligations, by escrow or otherwise, has been made pursuant to the terms of such obligations.

(c) Distribution of Assets Upon Termination. Upon termination of this Agreement pursuant to subsection (b) of this Section, after payment of all bonds, notes and other obligations of the Authority, the net assets of the Authority shall be distributed to the parties who are Members at such time in such proportion as shall be agreed to by such Members at such time.

Section 13. Execution and Performance of Agreement in Accordance with Law. Each Member hereby represents to each other Member that it has adopted and executed this Agreement in accordance with applicable law. Each Member and the Authority shall perform their respective obligations and expend any revenues derived hereunder for housing projects or programs in accordance with all applicable laws, rules and regulations, including but not limited to (a) the Act, (b) the terms of any approved ballot measures referred by the Authority, (c) authorized resolutions of the Authority regarding any sales Tax, use Tax or impact fee, (d) the multijurisdictional housing plan adopted by the Authority, and (e) the provisions of title 29, article 1, part 8, Colorado Revised Statutes.

Section 14. Indemnification. All actions or omissions by any Member or the Authority (hereinafter referred to as a Party or collectively the Parties), including their respective representatives, employees, agents, volunteers or officials, shall be the sole responsibility of the respective Party. Accordingly, each Party shall fully indemnify, to the extent permissible under Colorado law, all other Parties for any damages, claims, costs, expenses, cause of action or liability of any manner, including without limit reasonable attorneys fees, arising out of or relating to the acts or omissions of such Party. The Parties hereto understand and agree that liability for claims for injuries to persons or property arising out of the actions or omissions of any Party is controlled and limited by the provisions of the Colorado Governmental Immunity Act (Immunity Act) title 24, article 10, Colorado Revised Statutes, as now or hereafter amended and that the Parties do not intend to waive by any provision of this Agreement the liability limitations or any other right, immunity or protection afforded by the Immunity Act or as may otherwise be afforded by law.

Section 15. Parties in Interest. Nothing expressed or implied herein is intended or shall be construed to confer upon any person other than the Members any right, remedy or claim under or by reason of this Agreement, this Agreement being intended to be for the sole and exclusive benefit of the Members.

Section 16. No Personal Liability. No covenant or agreement contained in this Agreement or any resolution or bylaw adopted by the Board shall be deemed to be the covenant or agreement of an elected or appointed official, officer, agent, servant or employee of any Member in his or her individual capacity.

Section 17. Notices. Except as otherwise provided in this Agreement, all notices or other communications by the Authority, any Member, any Director or any Officer shall be in writing or in person; shall be given in a reasonable time and shall be deemed given when actually received. Notice to the Members, any Director, the Authority or any Officers shall be given to the address listed on Exhibit A, attached and incorporated herein, or at the last address designated by the Authority for such purpose and, in the case of such other persons, at the last address specified by them in writing to the Secretary of the Authority. Notice may also be delivered in electronic form by facsimile or electronic mail

to the addresses listed on Exhibit A.

Section 18. Assignment. None of the rights or benefits of any Member may be assigned, nor may any of the duties or obligations of any Member be delegated, without the express written consent of all the Members.

Section 19. Severability. If any clause, provision, subsection, or Section of this Agreement shall be held to be invalid, illegal or unenforceable for any reason, the invalidity, illegality or enforceability of such clause, provision, subsection, or Section shall not affect any of the remaining provisions of this Agreement.

Section 20. Interpretation. Subject only to the express limitations set forth herein, this Agreement shall be liberally construed (a) to permit the Authority and the Members to exercise all powers that may be exercised by a multijurisdictional housing authority pursuant to the Act and by a separate legal entity created by a contract among the Members pursuant to the Intergovernmental Relations Statute; (b) to permit the Members to exercise all powers that may be exercised by them with respect to the subject matter of this Agreement pursuant to the Act, the Intergovernmental Relations Statute and other applicable law; and (c) to permit the Board to exercise all powers that may be exercised by the board of directors of a multijurisdictional housing authority pursuant to the Act and by the governing body of a separate legal entity created by a contract among the Members pursuant to the Intergovernmental Relations Statute. In the event of any conflict between the Act, the Intergovernmental Relations Statute or any other law with respect to the exercise of any such power, the provision that permits the broadest exercise of the power consistent with the limitations set forth in this Agreement shall control.

Section 21. Administrative Contract with Summit County Housing Authority or Summit County Government/Member. The Authority may enter into an agreement with the existing Summit County Housing Authority, Summit County Government, or other Member to allow the Summit County Housing Authority, Summit County Government, or other Member to perform, supervise or provide any of the duties, functions, facilities or services of the Authority. Such agreement may provide for (i) the Authority employees to be subject to all Summit County (or other Member) personnel policies and procedures and eligible for all Summit County (or other Member) benefits available to like employees, and (ii) the Authority's financial, operational and budgetary processes to be subject to all Summit County (or other Member) financial and budgetary processes.

Section 22. Governing Law. The laws of the State shall govern the construction and enforcement of this Agreement.

Section 23. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the Members effective as of the date set forth above.

SUMMIT COUNTY, COLORADO



Thomas C. Davidson  
Thomas C. Davidson, Chair

ATTEST:

By: Kathleen Neel  
Kathleen Neel, Clerk and Recorder

TOWN OF BRECKENRIDGE

By: \_\_\_\_\_  
Eric Mamula, Mayor

ATTEST:

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

TOWN OF DILLON

By: \_\_\_\_\_  
Kevin Burns, Mayor

ATTEST:

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

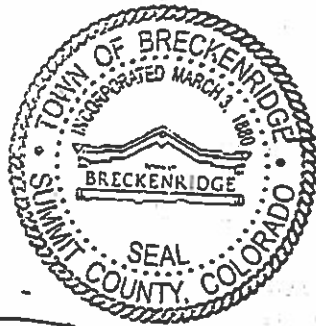
IN WITNESS WHEREOF, this Agreement has been executed by the Members effective as of the date set forth above.

SUMMIT COUNTY, COLORADO

By: \_\_\_\_\_  
Thomas C. Davidson, Chair

ATTEST:

By: \_\_\_\_\_  
Kathleen Neel, Clerk and Recorder



TOWN OF BRECKENRIDGE

By: \_\_\_\_\_  
Eric Manzula, Mayor

ATTEST:

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

TOWN OF DILLON

By: \_\_\_\_\_  
Kevin Burns, Mayor

ATTEST:

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



IN WITNESS WHEREOF, this Agreement has been executed by the Members effective as of the date set forth above.

SUMMIT COUNTY, COLORADO

By: \_\_\_\_\_  
Thomas C. Davidson, Chair

ATTEST:

By: \_\_\_\_\_  
Kathleen Neel, Clerk and Recorder

TOWN OF BRECKENRIDGE

By: \_\_\_\_\_  
Eric Mamula, Mayor

ATTEST:

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

TOWN OF DILLON

By: \_\_\_\_\_  
Kevin Burns, Mayor

ATTEST:

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



TOWN OF FRISCO

By: ~~\_\_\_\_\_~~  
~~Gary Wilkinson, Mayor~~

*Hunter Mortensen Mayor Pro-Tem*

ATTEST:

By: *Deirdre White*  
Town Clerk

TOWN OF MONTEZUMA

By: \_\_\_\_\_  
Leslie Davis, Mayor

ATTEST:

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

TOWN OF SILVERTHORNE

By: \_\_\_\_\_  
Bruce Butler, Mayor

ATTEST:

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

TOWN OF FRISCO

By: \_\_\_\_\_  
Gary Wilkinson, Mayor


ATTEST:

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

TOWN OF MONTEZUMA

By:  \_\_\_\_\_  
Leslie Davis, Mayor

ATTEST:

By:  \_\_\_\_\_  
Town Clerk  
Sha Miklas

TOWN OF SILVERTHORNE

By: \_\_\_\_\_  
Bruce Butler, Mayor

ATTEST:

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

TOWN OF FRISCO

By: \_\_\_\_\_  
Gary Wilkinson, Mayor

ATTEST:

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

TOWN OF MONTEZUMA

By: \_\_\_\_\_  
Leslie Davis, Mayor

ATTEST:

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

TOWN OF SILVERTHORNE

By: Bruce Butler  
Bruce Butler, Mayor

ATTEST:

By: Michelle Miller  
Town Clerk



**APPENDIX A**

**THIRD AMENDED INTERGOVERNMENTAL AGREEMENT**

**HOUSING IMPACT FEE SCHEDULE**

**Commercial and Industrial Construction:** \$2.00 per square foot

**Residential Construction:**

**Single Family Homes**

- 1499 square feet or less - \$.0
- 1500 to 2499 square feet - \$.50 per square foot
- 2500 to 3499 square feet - \$1.00 per square foot
- 3500 to 4999 square feet - \$1.50 per square foot
- 5000+ square feet - \$2.00 per square foot

**Residential Other**

- 999 square feet or less - \$.0
- 1000 to 1499 square feet - \$.50 per square foot
- 1500 to 2499 square feet - \$1.00 per square foot
- 2500+ square feet - \$2.00 per square foot

# TOWN OF KEYSTONE, COLORADO

## STAFF REPORT

TO: Mayor & Town Councilmembers  
FROM: John Crone, Town Manager  
DATE: August 13, 2024 – Town Council Meeting  
SUBJECT: Resolution 2024-56, A Resolution of Town Council of the  
Town of Keystone, Colorado, Approving a Request for  
Proposals for an Independent Financial Auditor

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### **Executive Summary:**

Per State Statute and Town Charter, the Town of Keystone is required to have an independent audit of all accounts conducted annually.

### **Recommendation:**

Review the attached RFP and direct staff to amend accordingly and approve the attached Resolution authorizing Town Staff to initiate the RFP process to retain an auditor to perform a FY 2024 financial audit.

### **Background:**

The Town of Keystone Charter and State statutes require that an independent audit of the Town's finances is conducted within six months from the end of the fiscal year. Municipal auditors tend to book up early, so staff believes that we should contract with one as soon as possible.

### **Alternatives:**

None

### **Financial Considerations:**

The draft RFP estimates the fee for the auditor to range from \$10,000-\$15,000.

## **Previous Council Actions:**

None.

## **Next Steps:**

Approve the attached RFP and resolution authorizing staff to initiate the RFP process.

## **Suggested Motions:**

Approval:

I move to APPROVE Resolution 2024-56, A Resolution of Town Council of The Town of Keystone, Colorado Approving a Request for Proposals for an Independent Audit of Town Finances.

Denial:

I move to DENY Resolution 2024-56, A Resolution of Town Council of The Town of Keystone, Colorado Approving a Request For Proposals for an Independent Audit of Town Finances.

## **Attachments:**

- Resolution 2024-56, A Resolution of Town Council of The Town of Keystone, Colorado Approving a Request for Proposals for an Independent Audit of Town Finances.
- Draft Request for Proposals for Town of Keystone Independent Auditor

**TOWN OF KEYSTONE  
Summit County, Colorado**

**RESOLUTION 2024-56**

**A RESOLUTION OF TOWN COUNCIL OF THE TOWN OF KEYSTONE, COLORADO  
APPROVING A REQUEST FOR PROPOSALS FOR AN IDEPENDENT AUDIT OF  
TOWN FINANCES**

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

WHEREAS, section 10.15 of the Town Charter requires that the Town must provide for an independent audit of all accounts of the Town; and

WHEREAS, section 10.15 of the Town Charter also requires that such audit must be completed within six months of the close of the fiscal year; and

WHEREAS, the Town Council finds it in the best interest of the Town to retain an independent auditor in a timely manner.

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

Section 1. The Town Council authorizes Town staff to initiate the Request for Proposals (RFP) process in substantially the form attached hereto as Exhibit A. The Town Manager is authorized to publish the RFP 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 13<sup>TH</sup> day of August 2024.**

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

ATTEST:

Approved as to Form:

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

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



## **EXHIBIT A**

### **Request for Proposal for Audit**

August 13, 2024

This is a Request for Proposal for Auditing services for the Town of Keystone which is located in Summit County, Colorado. The Town incorporated on February 8, 2024. The Town of Keystone has one General Fund and three restricted funds, Capital Improvement, Housing and Conservation Trust funds.

The following information is attached for your review:

- 2024 budget as filed on the Division of Local Government e-filing portal
- The Town's preliminary June 30, 2024, financial statements
- There are no previous audits as this will be the first financial year following incorporation of the Town

Marchetti & Weaver, LLC (MWLLC) is the non-independent accountant for the Town. Marchetti & Weaver's office will prepare "PBC" audit workpapers on a fund accounting basis supporting the year-end financial statements for the funds and will prepare reconciling items to convert these fund statements to government-wide financial statements.

The Town is requesting you submit a proposal to audit the financial statements and prepare audit reports, including financial statements and footnotes prepared in conformity with generally accepted accounting principles. Marchetti & Weaver will write the management discussion and analysis to accompany the financial statements after the audits have been prepared in draft form.

The Town's accounting records are in an electronic format and the fieldwork may be performed remotely. MWLLC will have the audit work-papers completed in early February and the audit work can be performed at any time following that date, preferably no later than March 31st. The final audits will need to be issued no later than June 29 so they can be timely filed with the Office of the State Auditor.

We would like to receive your proposal by September 13, 2024, for consideration by the Town Council at their September 24, 2024 meeting. If you will not be able to meet this requirement, please let us know when you will be able to respond. Please provide information regarding other governmental audits your firm performs with your response. Please note the Town reserves the right to reject any and all proposals and to make the final decision based upon the Town's perception of value and suitability in its sole discretion.

Please submit your proposal via email to [bethj@mwcpaa.com](mailto:bethj@mwcpaa.com) or to: Town of Keystone

C/O Marchetti & Weaver, LLC, 28 2nd Street, Unit 213, Edwards, CO 81632

If you have additional questions not answered by the information provided above, please contact me at

[bethj@mwcpaa.com](mailto:bethj@mwcpaa.com) or at 970-926-6060, extension 1.

Thank you for your time in considering our request.

# TOWN OF KEYSTONE, COLORADO

## STAFF REPORT

TO: Mayor & Town Councilmembers  
THROUGH: John Crone, Town Manager  
FROM: Jennifer Madsen, Town Attorney  
DATE: August 13, 2024 – Town Council Meeting  
SUBJECT: Discussion of Vacancy on Town Council

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### **Executive Summary:**

On July 29, 2024, Councilmember Keel submitted a notification of resignation from her position on Town Council. Sarah Keel's resignation creates a vacancy on Town Council. The work session discussion will explain options to Town Council to fill that vacancy.

### **Background:**

According to the Charter § 2.7, the Town Council has the authority to decide the process to fill the vacancy of a councilmember position. There are two options for filling the vacancy: (1) Town Council can fill the vacancy by appointment of a person to the vacant councilmember position OR (2) by holding a special election. Under either the appointment or special election process, the person selected would fill the position until the next regular election in April 2026.

If the vacancy is filled by appointment or by special election, the person selected must be qualified to serve in office as those qualifications are defined the Charter. The person must be 18 years old and a primary resident as primary residency is defined by C.R.S. § 31-10-201(3) for at least one year proceeding the election or appointment date. Primary residency of a

person, as defined by C.R.S. § 31-10-201(3), is determined by considering the following factors:

*(a) The residence of a person is the principal or primary home or place of abode of a person. Principal or primary home or place of abode is that home or place in which his habitation is fixed and to which a person, whenever he is absent, has the present intention of returning after a departure or absence therefrom, regardless of the duration of absence. In determining what is a principal or primary place of abode of a person, the following circumstances relating to such person may be taken into account: Business pursuits, employment, income sources, residence for income or other tax purposes, age, marital status, residence of parents, spouse, and children, if any, leaseholds, situs of personal and real property, and motor vehicle registration.*

### Appointment Process

Appointment of a person to fill the vacancy is generally handled with the following steps:

- 1: Town staff prepares a vacancy application for the Councilmember position.
- 2: Town Council announces the Councilmember vacancy on the Keystone Town Council with an outline of the process and a link to the application.
- 3: Applications would need to be completed and submitted by a specified due date. [Due date could be September 5]
- 4: Submitted applications would be distributed to Town Council for review.
- 5: At a regular or special meeting, Town Council would interview the applicants and select the person to fill the vacancy. [Council could interview at its September 10 meeting]
- 6: The selected applicant would take the oath of office at the next regular meeting. [Oath of office date could be September 24 meeting]

### Election Process

If Town Council decided to fill the position through a special election, the process would proceed with the following steps:

- 1: Town Council would need to call for a special election.
- 2: Town staff prepares a nomination petition.
- 3: Town Council announces the Councilmember vacancy on the Keystone Town Council and provides a nomination petition.
- 4: Interested individuals would need to circulate the nomination petition and gather ten signatures and then submit to the Town Clerk by the required date.
- 5: The Town Clerk would be responsible for coordinating and managing the election.

### **Financial Considerations:**

There is a cost to conducting a special election. The appointment process is little cost.

### **Previous Council Actions:**

None

### **Next Steps:**

Town Council should provide direction to Town Staff regarding the desired process (appointment or special election) for filling the vacancy.