



Notice of Kremmling Board of Trustees Regular Meeting

Kremmling Area Chamber of Commerce, 203 Park Ave, Kremmling, CO
80459

Wednesday, October 15, 2025, 6:00 PM

Citizens making comments during Public Comments or Public Hearings should state their names for the record, be topic-specific, and limit their comments to no longer than five minutes. The Board does not take action on public comments; instead, comments are taken under advisement. If a Council response is appropriate, the individual may receive a formal response at a later date.

Agenda

Call to Order

Roll Call

Pledge of Allegiance

Conflicts of Interest

Additions/ Deletions to the Agenda

Correspondence

- Mayor's Declaration Rescinding Level 1 Watering Restrictions
- Resolution No. 2025-10-01PC A Resolution Granting Approval of a Special Review Use Permit for Brad Bailey and Vicki Hinchcliffe at 311 Eagle Avenue and 110 South 4th Street
- Statewide Transportation Advisory Committee (STAC) September 4, 2025 Meeting Summary

Citizen comments. (Comments are limited to three minutes.)

Individuals wishing to participate during public comment are requested to sign up on the form provided in the Town Board Chambers. When you are recognized, step to the podium, state your name and address, then speak to the Town Board. Written comments are welcome and should be given to the Town Clerk prior to the start of the meeting. The Town Board will not respond to any questions or comments made by the public during this section of the meeting, though it will take all input under advisement. If requesting a response from the Town, please leave your contact information with the Town Clerk. The Town Manager or other appropriate staff member will reach out after the meeting to address specific questions or concerns when appropriate.

Consent Agenda

1. Expenditures Dated September 18, 2025 - October 15, 2025
2. Recording of Proceedings from August 20, 2025, Regular Meeting
3. Recording of Proceedings from September 17, 2025, Regular Meeting
4. Resolution No. 2025-10-01 A Resolution of the Town of Kremmling, Colorado, Authorizing Changes to the Official Zoning Map of the Town of Kremmling, Colorado
5. Resolution No. 2025-10-02 A Resolution Authorizing the Chief of Police to Sign on Behalf of the Town of Kremmling to Renew the 14th Judicial Critical Incident Response Team Memorandum of Understanding
6. Resolution No. 2025-10-03 A Resolution Adopting a Code of Conduct and Ethics for Elected Officials for the Town of Kremmling, Colorado
7. Resolution No. 2025-10-04 A Resolution Appointing a Town Building Official for Administrative Enforcement Actions

Staff Reports

- Public Works & Town Engineer
- Kremmling Police Department
- Town Clerk & Treasurer
- Town Planner
- Town Manager
- Action Register

Local Liquor Licensing Authority

1. Annual Renewal of 1881 Tavern License at 413 Park Avenue

Adjournment of Local Liquor Licensing Authority

New Business

1. **Discussion & Action Item.** Ordinance No. 730 An Ordinance Approving an Airport Hangar Ground Lease at Kremmling Airport - McElroy Airfield.
2. **Discussion & Action Item.** An Ordinance Granting a Non-Exclusive Electric Utility Franchise to Mountain Parks Electric, Inc. - Adopt on First Reading and Set a Second Reading for November 19, 2025.
3. **Discussion & Action Item.** Resolution No. 2025-10-05 A Resolution Approving Amendments to the Grand Cliffs Subdivision Improvements Agreement (SIA).
4. **Discussion & Action Item.** Resolution No. 2025-10-06 A Resolution Appropriating Additional Sums of Money to the General Fund in the Amount and for the Purpose as set Forth Below, for the Town of Kremmling, Colorado, for the 2025 Budget Year.
5. **Discussion & Action Item.** Resolution No. 2025-10-07 A Resolution Awarding the Bid for the Demolition of the 208 Eagle Avenue Building Project to Pryor Excavating.
6. **Discussion & Action Item.** 2026 Draft Budget Presentation and Scheduling of Budget Public Hearing for November 19, 2025.

Board of Trustees Reports & Future Agenda Items for Consideration

Adjourn

Future Meetings:

- Board of Trustees Work Session: November 5, 2025 - 6 PM @ 203 Park Avenue, Chamber of Commerce
- Regular Board of Trustees Meeting: November 19, 2025 - 6 PM @ 203 Park Avenue, Chamber of Commerce



Town of Kremmling
200 Eagle Ave. | P.O. Box 538
Kremmling, CO 80459
Office 970.724.3249
<https://townofkremmling.colorado.gov/>

September 29, 2025

**MAYOR'S DECLARATION RESCINDING LEVEL 1 WATERING RESTRICTIONS
FOR IMMEDIATE RELEASE**

To the Citizens of Kremmling:

Due to the significant recovery of our municipal water supply and the easing of drought conditions, I am rescinding the Level 1 Watering Restriction that was declared on August 20, 2025, in accordance with Town of Kremmling Ordinance 465.

Effective immediately, Kremmling is now under a Level 0 Watering Restriction. Under this level, there are no restrictions on water use.

This decision has been made in consultation with the Public Works Director and the Town Manager. Please note that while we are returning to Level 0, it remains the responsibility of each resident to stay informed about the current watering restrictions, as they may be reinstated if conditions change.

Thank you for your understanding, cooperation, and efforts to help us preserve our town's water resources during the critical period.

Sincerely,

A handwritten signature in blue ink, appearing to read "Wes Howell". It is placed over a horizontal blue line.

Wes Howell, Mayor

**TOWN OF KREMMLING PLANNING AND ZONING COMMISSION
RESOLUTION NO. 2025-10-01PC**

**A RESOLUTION GRANTING APPROVAL OF A SPECIAL REVIEW USE PERMIT
FOR BRAD BAILEY AND VICKI HINCHCLIFFE AT 311 EAGLE AVENUE AND 110
SOUTH 4TH STREET**

LOCATED AT EAGLE AVENUE SUBDIVISION TO KREMMLING Lots: 1 and 2 Block: 1

WHEREAS, Brad Bailey and Vicki Hinchcliffe, (the "Applicant") requested a Special Review Use Permit to allow the construction of two detached single-family dwellings in the Central Business (CB) Zoning District located at 311 Eagle Avenue and 110 South 4th Street and legally described as EAGLE AVENUE SUBDIVISION TO KREMMLING Lots: 1 and 2 Block: 1, Town of Kremmling, State of Colorado (the "Property"); and

WHEREAS, the Property is owned by the Applicant, Brad Bailey and Vicki Hinchcliffe, by Warranty Deed recorded at Reception No. 2009001112 as of January 30, 2009, and Warranty Deed Joint Tenant at Reception No. 2012001954 as of March 13, 2012; and

WHEREAS, the Property is zoned CB (Central Business), and detached single-family residences in the Central Business Zoning District are a use by special review; and

WHEREAS, notice of a Public Hearing was sent to adjacent property owners on August 26, 2025; posted on the subject property August 20, 2025; and published in the Sky-Hi Newspaper on August 20, 2025; and

WHEREAS, the Planning and Zoning Commission conducted a Public Hearing on said application on September 10, 2025, at 6:00 p.m.; and

WHEREAS, the Planning and Zoning Commission has considered the criteria for special review set forth in the Kremmling Municipal Code and has determined that the proposed use:

- a. Is in conformance with the Town's Comprehensive Plan
- b. Is compatible with the character within the immediate vicinity of the lot and surrounding land uses
- c. The location, size, design, and operating characteristics of the proposed use will have no significant adverse effect on visual characteristics, pedestrian and vehicular circulation, parking trash, service delivery, noise, vibrations, and odor on surrounding properties
- d. There are adequate public facilities to serve the proposed use including, but not limited to, roads, potable water, sewer, solid waste, parks, police and fire protection, emergency medical services, hospital and medical services, drainage systems and schools; and

WHEREAS, the Planning and Zoning Commission has determined that the proposed Special Review Use should be approved subject to the terms and conditions hereinafter set forth in the attached Exhibit "A."

NOW THEREFORE, BE IT RESOLVED BY THE PLANNING AND ZONING COMMISSION FOR THE TOWN OF KREMMLING, COLORADO that a Special Review Use Permit shall be and is hereby granted to Brad Bailey and Vicki Hinchcliffe to allow the construction of two detached single-family residences in the Central Business Zoning District located at 311 Eagle Avenue and 110 South 4th Street under the terms and conditions set forth in the attached Exhibit "A".

Upon motion duly made, seconded, and carried, the forgoing Resolution was adopted this 8th day of October 2025.

TOWN OF KREMMLING

By: 
Paul Johnson, Chair

ATTEST:


Teagan Serres, Town Clerk

EXHIBIT "A"
RESOLUTION NO. 2025-10-01PC

A. PERMITTEE:

Name: Brad Bailey and Vicki Hinchcliffe
Address: 2560 Apres Ski Way
Steamboat Springs, CO 80487
Phone #: 970-390-9618
Email: bradbailey7@msn.com

B. USES PERMITTED:

Construction of two detached single-family residences.

C. LOCATION OF PERMITTED USE:

Eagle Avenue Subdivision to Kremmling Lots: 1 and 2 Block: 1, commonly known as 311 Eagle Avenue and 110 South 4th Street, Kremmling, CO 80459.

Parcel ID: 1441-074-14-011 and 1441-074-14-010

D. BEGINNING DATE OF PERMIT: September 10, 2025
ENDING DATE OF PERMIT: Permanent with conditions

E. CONDITIONS OF PERMIT:

1. **Uses Permitted:** This Special Use Permit ("Permit") is limited to allow the construction of two detached single-family residences on the properties.
2. **Dimensional and Setback Requirements:** The minimum lot area shall be three thousand six hundred (3,600) square feet for each lot. The minimum front setback for 110 South 4th Street shall be 10.75 feet. The minimum North side setback for 110 South 4th Street shall be 14 feet. The minimum West side setback for 110 South 4th Street shall be 8 feet. The rear setback shall be 8 feet. The minimum front setback for 311 Eagle Avenue shall be 9 feet. The minimum West side setback for 311 Eagle Avenue shall be 8 feet. The minimum East side setback for 311 Eagle Avenue shall be 8 feet. The minimum rear setback shall be 9 feet. These dimensions were approved through a variance application submitted to the Kremmling Board of Adjustment on September 4, 2025.
3. **Alley Requirements:** The adjacent alley shall be maintained in accordance with Section 12.12.001 of the Kremmling Municipal Code, with no potential for reclassification from an alley in the future.

4. Recording with Grand County Clerk and Recorder Required: The Use by Special Review Permit shall be recorded with the Grand County Clerk and Recorder after issuance.
5. Right to Suspend Permit: If at any time the structure ceases to exist or the use changes, the Town shall have the right to suspend the permit. The Town shall have the right to suspend the Special Use Permit at any time upon investigation of complaints or noncompliance with the conditions of the Special Use Permit.
6. Alteration of Terms and Conditions: The terms and conditions of this Permit cannot be altered without proper notice and review by the Town of Kremmling Planning & Zoning Commission in a public hearing.
7. Violation of Terms and Conditions: In the event of violation of any of the restrictions or conditions on the use of the Permit, or in the event of failure to fulfill any of the conditions required by this Permit, the Planning & Zoning Commission may, upon not less than ten (10) days notice in writing to Permittee, hold a public hearing to consider the revocation of this Permit or to take such other action as the & Zoning Commission for the Town of Kremmling, in its sole discretion, deems appropriate. Notice to Permittee shall be complete upon mailing at the following address.

Brad Bailey and Vicki Hinchcliffe
2560 Apres Ski Way
Steamboat Springs, CO 80487

8. Termination: No termination of this Permit shall be made without good cause shown and any modification of the Permit shall be made only upon resolution of the Planning & Zoning Commission and any oral representations or agreements shall be null and void and of no legal effect.
9. Limitation of Liability: The Town of Kremmling by the issuance of this Permit, assumes no responsibility for the operation of the site, and the Permittee hereby covenants and agrees to hold the Town of Kremmling harmless for any injury or damage which may occur of whatever type or nature, as the result of the operation contemplated by this Permit. The permittee warrants that appropriate liability and hazard insurance to compensate any individuals who may be injured or damaged in any manner by the conduct of this use will be obtained. Permittee further warrants and agrees to compensate the Town of Kremmling for any expense incurred in the defense of any lawsuit or other type of action which may be brought against said Town as a result of said Permittee's operation of this use.
10. Binding Contract: This Permit shall become a binding contract between the parties hereto upon the execution hereof as provided for below. Said contract shall be binding upon and inure to the benefit of the successors, heirs, assigns, and personal representatives of the parties.

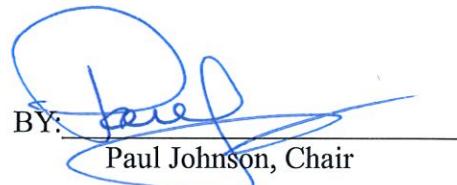
F. APPLICABLE SECTIONS OF THE KREMMLING MUNICIPAL CODE:

- 17.03.020 - Building permits.
- 17.03.070 - Application and approval of Use by Special Review.
- 17.04.010 - Zoning District standards established.

G. DATE AND TIME OF APPROVAL:

Wednesday, September 10, 2025, at 6:00 pm.

TOWN OF KREMMLING


BY: Paul Johnson
Paul Johnson, Chair

ATTEST: J. MacPherson
Jen MacPherson, Planning Director

DATE: 10/8/2025

PERMITTEE:

BY: _____

DATE: _____

Statewide Transportation Advisory Committee (STAC)

September 4, 2025, 8:30 a.m. - 11:30 a.m.; held via Zoom.

Meeting Summary

Public Comment

- Commerce City Mayor Steve Douglas spoke on behalf of the North Area Transportation Alliance (NATA). He stressed the importance of reconstructing I-270 and maintaining roads that connect to it.

Transportation Commission (TC) Report (Chair Gary Beedy)

Topics from the TC meeting that were briefly covered included:

- CDOT Disposal Process update
- 2050 Statewide Plan Adoption Plans Update
- Passenger Rail Overview and Updates
- Rural Roads update
- Clean Transit Enterprise updates
- Budget Amendments

Legislative Updates (Emily Haddaway and Jamie Grimm)

- The Colorado State Legislature's 2025 Special Session ended with no impacts to Transportation.
- Now preparing for a Transportation Legislative Review Committee (TLRC) meeting, which will include a deep dive into the CDOT Budget, Rural Roads overview, and other legislative cleanups.
- The CDOT Efficiency & Accountability Committee convenes for the first time this week.
- The U.S. Congress is “lurching toward a shutdown” (due on September 30, 2025).
- Transportation Appropriations Budget has passed each house's Transportation Committees, but neither passed the full chamber yet. Continuing Resolution could still pass by September 30 to avoid a federal government shutdown.

2050 Statewide Plan Adoption (Darius Pakbaz, Marissa Gaughan, and Aaron Willis)

- Public Comment period for all plans ended August 31, 2025: 28 comments were received, and a redlined version of Statewide Plan (reflecting these comments) is included in September STAC Packet Addendum.
- TC adopting the 2050 Statewide Transportation Plan will lead directly to finishing work on the 10-Year Plan.
- Weld County Commissioner, Kevin Ross (UFRTPR), echoed public comments regarding the need for identifying more funds to improve existing infrastructure, even though this plan focuses more on transit and multimodal options.
- STAC members approved recommending the Statewide Transportation Plan for TC adoption.

Rural Roads Program Overview (Darius Pakbaz and Marissa Gaughan)

- Smaller rural highways require different maintenance and asset management strategies than the interstates.
- CDOT has improved over 2,500 miles of rural roads since 2021.
- A summary of notable rural projects was provided.
- In terms of Fixing Poor Interstate Pavement, Colorado went from 3.9% of interstate pavement in poor condition in 2020 to 2.3% in 2024 (the 2025 target is to be below 3.5%).
- Winter Season 24/25 Budget was \$324 million (with “most” of this going to Snow & Ice, Traffic, and Roadway Surface treatments).
- Chair Beedy appreciates this focus on rural paving, but Eastern TPR still struggles with maintaining the I-70 interstate vs. other rural roads, and also wonders how these and other major projects (e.g., T-REX) will be funded now that they're 25-30 years old.
- Commerce City Mayor, Steve Douglas, (not a STAC member, but was permitted to comment) asked for more details on FY25 funding for Surface Preservation, CDOT vs. Contract labor, and Chip Seal vs. other methods. It was noted that CDOT maintenance crews are a much more cost effective approach to certain roadway pavement treatments.

Strategic Highway Safety Plan (Melodie Clayton and Gabi Gamily)

- Trends in recent years show some safety improvements, but much more improvement is still needed (especially to protect Vulnerable Road Users (VRUs)).
- The Strategic Highway Safety Plan (SHSP) is a statewide-coordinated safety plan that provides a comprehensive framework for reducing fatalities and serious injuries on public roads.
- Colorado's Safe System Approach (includes Emphasis Areas and Principles).
- 256 stakeholders attended 10 workshops, and feedback helped lead to the identification of 57 safety strategies.
- Most urban crashes are at intersections, while most rural crashes are from lane departures.
- Advancing Transportation Safety (ATS, the SHSP's implementation body) is a statewide collaborative effort led by a team of state and local agencies, advocacy groups, academic institutions, and private entities.
- Elizabeth Heid (NFRMPO STAC member) asked if VRU fatalities & injuries correlate with more VRU miles traveled. The Safety team doesn't have that data, but Statewide Travel Survey data (coming soon) could provide more information. Chair Beedy (ETPR) has heard comments that some VRU infrastructure is less intuitive and more confusing than before.
- Vice Chair Williams (PPACG) wonders if there should be just 4 consolidated safety goals (instead of current 30-60), with aggressive driving being one of them. Gabi agrees (and they actually removed many other areas), but still wants to make sure all stakeholder comments are somehow represented.
- Eva Cosyleon (PACOG) noted that the Pueblo Health Department and various nonprofits have helped greatly with education & outreach, and wonders if this SHSP acknowledges that option. Gabi noted that some strategies do address this (e.g., through the CDPHE Built Environment team).

Other Business

- The next STAC meeting is scheduled for Thursday, October 2, 2025, 8:30 a.m. - 12:00 p.m. (virtual).
- The next **in-person** STAC meeting is scheduled for Thursday, November 6, 2025, 8:30 a.m. - 12:00 p.m., at **CDOT Headquarters** (and with a virtual option).

Report Criteria:

Invoices with totals above \$0.00 included.

Paid and unpaid invoices included.

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
General								
00-002-2130								
1370	NWCCOG	25-3520	OCT 2025 CHP	09/17/2025	23,686.00	23,686.00	09/18/2025	
Total 00-002-2130:					23,686.00	23,686.00		
00-100-3555								
1302	KREMMLING SANITATION DIST	09302025	SEWER TAP FEES REIMBURSE	09/30/2025	55,034.94	.00		
Total 00-100-3555:					55,034.94	.00		
Total :					78,720.94	23,686.00		
Judicial Expenses								
00-110-5500								
1074	CARLSON & CARLSON	20254	MUNICIPAL COURT JUDGE	10/01/2025	2,100.00	.00		
Total 00-110-5500:					2,100.00	.00		
Total Judicial Expenses:					2,100.00	.00		
Mayor and Legislative								
00-120-6110								
1071	CARD SERVICES	9/30/25	WS DINNER	09/30/2025	127.97	.00		
Total 00-120-6110:					127.97	.00		
Total Mayor and Legislative:					127.97	.00		
Town Manager								
00-122-6245								
1071	CARD SERVICES	9/30/25	VERIZON	09/30/2025	8.97	.00		
Total 00-122-6245:					8.97	.00		
Total Town Manager:					8.97	.00		
Administrative								
00-125-5500								
1289	KELLY P.C.	OCTOBER 1, 2	ADMIN ATTORNEY FEES	10/01/2025	1,440.00	.00		
Total 00-125-5500:					1,440.00	.00		
00-125-5550								
1703	COBERLY WEB CREATIONS	17	WEBSITE EDITS 7/25 - 9/25	10/06/2025	140.00	.00		
1689	EXECUTECH	DEN-231863	ON SITE SUPPORT & MAINT	10/01/2025	831.66	.00		
1370	NWCCOG	25-3541	ZONING MAP UPDATES	10/07/2025	580.00	.00		
1640	XPRESS BILL PAY	INV-XPR02846	ONLINE TRANSACTIONS	09/30/2025	147.49	.00		
Total 00-125-5550:					1,699.15	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
00-125-6000								
1071	CARD SERVICES	9/30/25	ORD 727 PUBLISHING	09/30/2025	22.69	.00		
1071	CARD SERVICES	9/30/25	ORD 728 PUBLISHING	09/30/2025	23.24	.00		
					45.93	.00		
	Total 00-125-6000:							
00-125-6010								
1297	KREMMLING CHAMBER OF CO	1858	DONATION 4TH QTR	10/06/2025	18,750.00	.00		
					18,750.00	.00		
	Total 00-125-6010:							
00-125-6030								
1357	MOUNTAIN PARKS ELECTRIC	9/24/2025	CONVIENCE FEE	09/24/2025	2.00	.00		
					2.00	.00		
	Total 00-125-6030:							
00-125-6050								
1071	CARD SERVICES	9/30/25	EMPLOYERS COUNCIL	09/30/2025	382.83	.00		
1071	CARD SERVICES	9/30/25	MICROSOFT	09/30/2025	115.50	.00		
1071	CARD SERVICES	9/30/25	ADOBE	09/30/2025	19.99	.00		
1071	CARD SERVICES	9/30/25	CANVA	09/30/2025	300.00	.00		
1071	CARD SERVICES	9/30/25	ADOBE	09/30/2025	215.91	.00		
1071	CARD SERVICES	9/30/25	LUCID SOFTWARE	09/30/2025	11.00	.00		
1071	CARD SERVICES	9/30/25	MICROSOFT	09/30/2025	9.99	.00		
					1,055.22	.00		
	Total 00-125-6050:							
00-125-6110								
1071	CARD SERVICES	9/30/25	ADMIN AUDIT CELEBRATION LU	09/30/2025	50.85	.00		
					50.85	.00		
	Total 00-125-6110:							
00-125-6200								
1071	CARD SERVICES	9/30/25	TOWN HALL OFFICE COFFEE	09/30/2025	33.63	.00		
1071	CARD SERVICES	9/30/25	OFFICE CHAIR MATS, PLANNE	09/30/2025	288.18	.00		
1417	QUILL LLC	45707798	PAPER	09/10/2025	79.98	.00		
1417	QUILL LLC	45829385	TOWN HALL DUMDUM SUCKER	09/18/2025	21.09	.00		
					422.88	.00		
	Total 00-125-6200:							
00-125-6240								
1071	CARD SERVICES	9/30/25	KEYBOARD & MOUSE	09/30/2025	21.99	.00		
1071	CARD SERVICES	9/30/25	TRASH CANS	09/30/2025	8.96	.00		
					30.95	.00		
	Total 00-125-6240:							
00-125-6245								
1071	CARD SERVICES	9/30/25	CENTURY LINK	09/30/2025	4.34	.00		
1071	CARD SERVICES	9/30/25	8 X 8 PHONES	09/30/2025	153.98	.00		
					158.32	.00		
	Total 00-125-6245:							
00-125-6300								
1357	MOUNTAIN PARKS ELECTRIC	9/24/2025	200 EAGLE AVE	09/24/2025	99.89	.00		
1357	MOUNTAIN PARKS ELECTRIC	9/24/2025	208 EAGLE AVE	09/24/2025	41.16	.00		
1357	MOUNTAIN PARKS ELECTRIC	9/24/2025	208 EAGLE AVE STORE	09/24/2025	42.29	.00		

Oct 14, 2025 01:34PM

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
00-140-6115								
1071	CARD SERVICES	9/30/25	MAIL EXPRESS CONSENT PAC	09/30/2025	2.72	.00		
1071	CARD SERVICES	9/30/25	POSTAGE TO MAIL NOTICE OF	09/30/2025	11.26	.00		
1071	CARD SERVICES	9/30/25	POSTAGE TO MAIL RXPRESS C	09/30/2025	3.28	.00		
Total 00-140-6115:					17.26	.00		
00-140-6120								
1071	CARD SERVICES	9/30/25	REPLACE HALL LIGHT FIXTURE	09/30/2025	65.61	.00		
Total 00-140-6120:					65.61	.00		
00-140-6140								
1071	CARD SERVICES	9/30/25	REPAIR PARTS FOR 2021 INTE	09/30/2025	384.74	.00		
1071	CARD SERVICES	9/30/25	REPLACE SHOCKS / ROTATE TI	09/30/2025	62.50	.00		
Total 00-140-6140:					447.24	.00		
00-140-6200								
1382	O'REILLY AUTO ENTERPRISES,	5989-221523	WIRE FOR EVIDENCE PACKAGI	10/06/2025	11.49	.00		
Total 00-140-6200:					11.49	.00		
00-140-6240								
1071	CARD SERVICES	9/30/25	AMMUNITION FOR OFFICER US	09/30/2025	589.32	.00		
1071	CARD SERVICES	9/30/25	REPLENISH TOXICOLOGY KITS	09/30/2025	141.17	.00		
1071	CARD SERVICES	9/30/25	PBT TUBES FOR BREATH TEST	09/30/2025	91.35	.00		
1071	CARD SERVICES	9/30/25	VEHICLE REGISTRATION	09/30/2025	15.67	.00		
1731	DOOLEY ENTERPRISES, INC.	70664	REPLENISH AMMUNITION	09/09/2025	1,322.70	.00		
Total 00-140-6240:					2,160.21	.00		
00-140-6245								
1071	CARD SERVICES	9/30/25	CENTURY LINK	09/30/2025	4.33	.00		
1071	CARD SERVICES	9/30/25	8 X 8 PHONES	09/30/2025	153.98	.00		
1071	CARD SERVICES	9/30/25	VERIZON	09/30/2025	67.27	.00		
1086	CENTURY LINK	SEP. 19, 2025	970-724-3528	09/19/2025	40.16	.00		
Total 00-140-6245:					265.74	.00		
00-140-6280								
1011	ADAMSON POLICE PRODUCTS	INV441168	UNIFORM ITEMS	09/30/2025	295.96	.00		
1071	CARD SERVICES	9/30/25	UNIFORM ITEMS - JL	09/30/2025	102.00	.00		
Total 00-140-6280:					397.96	.00		
00-140-6300								
1357	MOUNTAIN PARKS ELECTRIC	9/24/2025	1318 PARK AVE PD	09/24/2025	145.75	.00		
Total 00-140-6300:					145.75	.00		
00-140-6320								
1221	GRAND COUNTY ACCOUNTING	INV05547	POLICE FUEL & SURCHARGE	10/01/2025	606.03	.00		
Total 00-140-6320:					606.03	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total Police:					6,010.34	.00		
Highways & Streets								
00-150-6110								
1071	CARD SERVICES	9/30/25	PW STAFF MTG / MEAL	09/30/2025	70.64	.00		
Total 00-150-6110:					70.64	.00		
00-150-6120								
1367	NORTHWEST RANCH SUPPLY	9/25/2025	TOWN SQ PHOTOCELL PART	09/25/2025	29.78	.00		
Total 00-150-6120:					29.78	.00		
00-150-6126								
1367	NORTHWEST RANCH SUPPLY	9/25/2025	COLD PATCH	09/25/2025	1,119.44	.00		
Total 00-150-6126:					1,119.44	.00		
00-150-6135								
1306	K-TOWN NAPA	077320	PARKS PICKUP & MOWER OIL	09/23/2025	52.03	.00		
Total 00-150-6135:					52.03	.00		
00-150-6140								
1219	GRAND AUTO GLASS	27804	BACK WINDOW REPLACEMENT	09/09/2025	485.00	.00		
Total 00-150-6140:					485.00	.00		
00-150-6240								
1062	BUCKEYE WELDING SUPPLY C	0005111899	OXYDEN CYLINDER RENTAL	09/25/2025	8.35	.00		
1367	NORTHWEST RANCH SUPPLY	9/25/2025	NEW DOOR HANDLE	09/25/2025	90.28	.00		
1367	NORTHWEST RANCH SUPPLY	9/25/2025	DUPLICATE KEYS	09/25/2025	8.30	.00		
1367	NORTHWEST RANCH SUPPLY	9/25/2025	WOOD STAIN	09/25/2025	42.98	.00		
1367	NORTHWEST RANCH SUPPLY	9/25/2025	DUPLICATE KEYS	09/25/2025	13.83	.00		
1367	NORTHWEST RANCH SUPPLY	9/25/2025	SQUEEGEE	09/25/2025	20.98	.00		
1367	NORTHWEST RANCH SUPPLY	9/25/2025	TRASH BAGS	09/25/2025	70.25	.00		
1367	NORTHWEST RANCH SUPPLY	9/25/2025	FLAT PAINT BRUSH	09/25/2025	17.98	.00		
1367	NORTHWEST RANCH SUPPLY	9/25/2025	STRAW WAFFLE	09/25/2025	24.95	.00		
1367	NORTHWEST RANCH SUPPLY	9/25/2025	MARKING FLAGS	09/25/2025	32.97	.00		
1367	NORTHWEST RANCH SUPPLY	9/25/2025	PIPE CUTTER	09/25/2025	34.84	.00		
1367	NORTHWEST RANCH SUPPLY	9/25/2025	10 OZ FUEL	09/25/2025	15.99	.00		
1367	NORTHWEST RANCH SUPPLY	9/25/2025	2" CLAMPS	09/25/2025	89.18	.00		
1382	O'REILLY AUTO ENTERPRISES,	5989-220014	HEADLIGHT RESTORATION KIT	09/12/2025	33.97	.00		
Total 00-150-6240:					504.85	.00		
00-150-6245								
1071	CARD SERVICES	9/30/25	CENTURY LINK	09/30/2025	4.33	.00		
1086	CENTURY LINK	SEP. 19, 2025	970-724-3528	09/19/2025	40.16	.00		
Total 00-150-6245:					44.49	.00		
00-150-6310								
1357	MOUNTAIN PARKS ELECTRIC	9/24/2025	PARK AVE & 5TH ST	09/24/2025	44.00	.00		
1357	MOUNTAIN PARKS ELECTRIC	9/24/2025	PARK AVE & 1ST ST NORTH	09/24/2025	45.82	.00		
1357	MOUNTAIN PARKS ELECTRIC	9/24/2025	4TH ST BTWN PARK & CENTRA	09/24/2025	44.78	.00		
1357	MOUNTAIN PARKS ELECTRIC	9/24/2025	3RD ST BTWN PARK & EAGLE A	09/24/2025	41.68	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
1357	MOUNTAIN PARKS ELECTRIC	9/24/2025	1318 PARK AVE PD	09/24/2025	145.75	.00		
1357	MOUNTAIN PARKS ELECTRIC	9/24/2025	PARK AVE AND 1ST ST SOUTH	09/24/2025	57.33	.00		
1357	MOUNTAIN PARKS ELECTRIC	9/24/2025	SL ONLY	09/24/2025	1,385.64	.00		
1357	MOUNTAIN PARKS ELECTRIC	9/24/2025	1421 PARK AVE	09/24/2025	42.45	.00		
Total 00-150-6310:					1,807.45	.00		
00-150-6320								
1221	GRAND COUNTY ACCOUNTING	INV05547	STREETS FUEL SURCHARGE	10/01/2025	486.58	.00		
Total 00-150-6320:					486.58	.00		
Total Highways & Streets:					4,600.26	.00		
Cemetery								
00-155-6122								
1781	COLORADO'S RENTAL TEAM	CONTRACT #	TRENCHER	09/24/2025	152.75	.00		
Total 00-155-6122:					152.75	.00		
00-155-6240								
1071	CARD SERVICES	9/30/25	HUNTER BULK SPRINKLERS	09/30/2025	591.99	.00		
1071	CARD SERVICES	9/30/25	HUNTER BULK SPRINKLERS - S	09/30/2025	25.14	.00		
1367	NORTHWEST RANCH SUPPLY	9/25/2025	3/4" ELBOW	09/25/2025	13.71	.00		
1367	NORTHWEST RANCH SUPPLY	9/25/2025	2" COUPLER	09/25/2025	25.99	.00		
1367	NORTHWEST RANCH SUPPLY	9/25/2025	2" CLAMPS	09/25/2025	22.14	.00		
1367	NORTHWEST RANCH SUPPLY	9/25/2025	2 1/4" CLAMPS	09/25/2025	74.89	.00		
1367	NORTHWEST RANCH SUPPLY	9/25/2025	1 1/2" INSERT	09/25/2025	10.65	.00		
1367	NORTHWEST RANCH SUPPLY	9/25/2025	1" PIPE	09/25/2025	59.99	.00		
Total 00-155-6240:					824.50	.00		
00-155-6300								
1357	MOUNTAIN PARKS ELECTRIC	9/24/2025	1400 EAGLE AVE	09/24/2025	39.73	.00		
Total 00-155-6300:					39.73	.00		
Total Cemetery:					1,016.98	.00		
Parks								
00-158-6240								
1367	NORTHWEST RANCH SUPPLY	9/25/2025	TOP SOIL	09/25/2025	26.97	.00		
1367	NORTHWEST RANCH SUPPLY	9/25/2025	FLIP COUPLING	09/25/2025	11.32	.00		
1367	NORTHWEST RANCH SUPPLY	9/25/2025	SEED & SPREADER	09/25/2025	56.98	.00		
1367	NORTHWEST RANCH SUPPLY	9/25/2025	1" & 2" FITTINGS	09/25/2025	494.33	.00		
Total 00-158-6240:					589.60	.00		
00-158-6255								
1782	TERRAVITA FARMS TRUCKING	1093	MOWING ABATEMENT 1114 CE	10/13/2025	225.00	.00		
Total 00-158-6255:					225.00	.00		
00-158-6300								
1357	MOUNTAIN PARKS ELECTRIC	9/24/2025	203 PARK AVE	09/24/2025	48.59	.00		
1357	MOUNTAIN PARKS ELECTRIC	9/24/2025	DOC CERIANI	09/24/2025	82.71	.00		
1357	MOUNTAIN PARKS ELECTRIC	9/24/2025	GRAND AVE & 5TH ST	09/24/2025	74.45	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
1357	MOUNTAIN PARKS ELECTRIC	9/24/2025	303 S 8TH ST	09/24/2025	132.67	.00		
1357	MOUNTAIN PARKS ELECTRIC	9/24/2025	2305 CENTRAL AVE	09/24/2025	266.89	.00		
	Total 00-158-6300:				605.31	.00		
00-158-6500								
1764	PYE-BARKER FIRE & SAFETY, L	PSI1450440	FIRE EXTINGUISHER YEARLY T	09/10/2025	787.00	.00		
	Total 00-158-6500:				787.00	.00		
	Total Parks:				2,206.91	.00		
Airport								
00-160-6300								
1357	MOUNTAIN PARKS ELECTRIC	9/24/2025	450 AIRPORT RD	09/24/2025	195.45	.00		
	Total 00-160-6300:				195.45	.00		
	Total Airport:				195.45	.00		
	Total General:				122,969.74	23,686.00		
Water								
Water Admin								
02-625-5550								
1071	CARD SERVICES	9/30/25	COLORADO CWP CREDIT	09/30/2025	85.00-	.00		
1689	EXECUTECH	DEN-231863	ON SITE SUPPORT & MAINT	10/01/2025	831.67	.00		
1622	STILLWATER TECH LLC	1272	WATER PLANT OPERATION CO	09/30/2025	1,500.00	.00		
	Total 02-625-5550:				2,246.67	.00		
02-625-6320								
1221	GRAND COUNTY ACCOUNTING	INV05547	WATER FUEL & SURCHARGE	10/01/2025	486.58	.00		
	Total 02-625-6320:				486.58	.00		
02-625-7800								
1774	USA BANK NA	DBS24F232_9/	DBS24F232 PRINCIPAL	09/30/2025	21,580.09	.00		
	Total 02-625-7800:				21,580.09	.00		
02-625-7810								
1774	USA BANK NA	DBS24F232_9/	DBS24F232 INTEREST	09/30/2025	14,501.25	.00		
	Total 02-625-7810:				14,501.25	.00		
	Total Water Admin:				38,814.59	.00		
Water Plant								
02-630-6070								
1367	NORTHWEST RANCH SUPPLY	9/25/2025	CLEANING SUPPLIES	09/25/2025	10.99	.00		
	Total 02-630-6070:				10.99	.00		
02-630-6126								
1505	TIMBER LINE ELECTRIC & CON	30455	SCADA ALARM REPAIR	09/25/2025	265.00	.00		

Oct 14, 2025 01:34PM

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
--------	-------------	----------------	-------------	--------------	-----------------------	-------------	-----------	--------

Water Supply**02-660-6300**

1357 MOUNTAIN PARKS ELECTRIC	9/24/2025	WATER PUMP STATION #2	09/24/2025	144.71	.00
------------------------------	-----------	-----------------------	------------	--------	-----

Total 02-660-6300:	144.71	.00
--------------------	--------	-----

02-660-6750

1058 BOCK CONSTRUCTION	1928	DITCH REPAIR & MAINTENANCE(S)	09/17/2025	2,500.00	.00
------------------------	------	-------------------------------	------------	----------	-----

1367 NORTHWEST RANCH SUPPLY	9/25/2025	HEAD GATE	09/25/2025	175.00	.00
-----------------------------	-----------	-----------	------------	--------	-----

Total 02-660-6750:	2,675.00	.00
--------------------	----------	-----

Total Water Supply:	2,819.71	.00
---------------------	----------	-----

Total Water:	66,187.31	.00
--------------	-----------	-----

Solid Waste**Solid Waste Expenditures****15-800-6115**

1644 FREEDOM MAILING SERVICES, 51323	POSTCARD UTILITY BILLS - SP	09/19/2025	259.21	.00
--------------------------------------	-----------------------------	------------	--------	-----

Total 15-800-6115:	259.21	.00
--------------------	--------	-----

Total Solid Waste Expenditures:	259.21	.00
---------------------------------	--------	-----

Total Solid Waste:	259.21	.00
--------------------	--------	-----

Grand Totals:	189,416.26	23,686.00
---------------	------------	-----------

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

Report Criteria:

Invoices with totals above \$0.00 included.

Paid and unpaid invoices included.

RECORD OF PROCEEDINGS

TOWN OF KREMMLING REGULAR TOWN BOARD MEETING August 20, 2025

The Board of Trustees for the Town of Kremmling met in the Boardroom located at 203 Park Avenue, Kremmling, Colorado 80459. With Mayor Wes Howell presiding, the meeting was called to order at 6:00 PM. Trustees present: Dave Sammons, Brady Mathis, Jim Miller, Wes Howell, Brad Perry, Erik Woog, and Leo Pesch. Staff present: Town Manager Jen MacPherson, Chief of Police Jesse Lisenby, Public Works Director Dillon Willson, and Town Clerk & Treasurer Teagan Serres.

Conflicts of Interest: None.

Additions/Deletions to the Agenda:

Ms. Serres announced that New Business Item #5 is no longer necessary as an ordinance or action item. However, staff has an update on the matter if the Board permits it. The Mayor and Board of Trustees expressed their interest in receiving an update regarding watering restrictions.

Citizen comments. (Comments are limited to five minutes.):

There were no citizen comments.

Consent Agenda

- Expenditures Dated July 17, 2025 - August 20, 2025
- Recording of Proceedings from July 16, 2025, Regular Meeting

TRUSTEE MILLER MOTION TO APPROVE the Consent Agenda as presented. TRUSTEE PESCH SECONDS. Voice vote taken: 6 "aye" votes, 0 "nay" votes. MOTION PASSED.

Staff Reports:

- Public Works & Town Engineer

Public Works Director Dillon Willson reported that recent efforts have been heavily focused on water management. This includes the ongoing construction of the new Water Treatment Plant, addressing the depletion of the reservoir that supplies the current Water Treatment Plant due to low moisture this year, and repairing the pump station on the Colorado River. Additionally, the Cemetery sprinkler system encountered several issues, requiring significant staff time to investigate and repair leaks. Mr. Willson noted that Public Works staff have saved approximately \$100,000 by performing as much in-house work as possible on the new Water Treatment Plant construction. TRUSTEE PESCH commended Mr. Willson for effectively communicating and coordinating water shut-offs and watering restrictions with the school. TRUSTEE WOOG inquired whether a test had been conducted on the pump station and if it was successful. Mr. Willson confirmed that the test was successful, and the pump station can now be operated remotely rather than only manually.

- Kremmling Police Department

Chief of Police Jesse Lisenby reported the Kremmling Police Department experienced a significant increase in calls for service, totaling 178 officer response events, a notable rise from 112 during the same period last year, while officer-initiated activities remained steady. A major challenge this month has been persistent harassment from one citizen since mid-July, which has unfortunately diverted resources and stalled many departmental functions, leading Chief Lisenby to obtain a Protection Order. On the personnel front, Chief Lisenby attended the Federal Law Enforcement Training Center's 'Leadership through Understanding Human Behavior' course. In code enforcement, efforts are underway to clean up a blighted property, a situation expected to improve after an initial period of intensified activity. Additionally, Chief Lisenby has begun collaborating with Town Manager MacPherson on the 2026 budget and has completed the application for the noise ordinance to CDOT.

- Town Clerk & Treasurer

Town Clerk and Treasurer Teagan Serres has been actively involved in preparing various documents for Board of Trustees and Planning and Zoning Commission meetings, scheduling public hearings, and assisting with park reservation permits and record searches. Notary Public services were provided five times, and two Colorado Open Records Act (CORA) requests were responded to between July 10 and August 15, 2025. The Clerk attended the third year of the

Clerk's Institute, aiming for a Certified Municipal Clerk (CMC) designation by early 2026. The Treasurer's office has seen \$4,338 received from tax liens filed in November 2024, and the 2024 Audit is nearing completion with mostly positive results. Significant progress has been made on the Water Plant funding and reporting, with payments and reimbursements proceeding smoothly. Efforts are also underway to secure an additional \$50,000 in LPC funds for Municipal Code and Comprehensive Plan updates, as well as to explore new software options. Finally, the team is preparing for the 2026 Budget Development, reviewing current and prior year actuals, and the June Sales Tax received was \$161,150.75, continuing an upward trend.

- **Town Planner**

Town Planner Alan Hassler was absent from the meeting. The Planning Department's report covered activities from mid-July to August 20, 2025. Key projects include the Eagle Avenue Subdivision, which requires a variance for smaller lot sizes and a special use review for residential development in a commercial zone. The Grand Cliffs development is progressing with storm drainage and road construction, while the developer will seek amendments to existing agreements. The owner of Muddy Creek Cabins has raised concerns about the stormwater detention system, which staff is monitoring. Discussions with the West Grand School District Superintendent have also occurred regarding development fees. For mobile home parks, the new owner of Jerry's and Twin Pines is looking to replace homes and utilize vacant spaces, but has not yet contacted the Planning Department. The state is implementing the Wildfire Resiliency Code, which must be complied with by March 31, 2026, and enforced by July 1, 2026, requiring the Town to use its zoning authority. The Maverik remodel has been approved, pending a minor change in the building footprint for storage. Citizen inquiries have focused on variances, zoning, and property dimensions. Additionally, the staff is coordinating with the Kremmling Sanitation District on projects, attending planning software meetings, collaborating with DOLA on housing grants, and working with the Town Manager on government matters such as taxation and budgeting.

- **Town Manager**

Town Manager Jen MacPherson reported in Finance, the Town Manager analyzed 2025 sales tax data, completed the first half of 2025 Treasury update, and finalized budget projections for the General Fund Revenue and Kremmling Police Department (KPD). They also addressed outstanding payments from 2024, assisted the Finance Officer during the Treasurer's absence, and implemented a system for department heads to access on-demand budget actuals. The KPD section notes time spent on a citizen issue, the completion of investigations into unfounded allegations, and preliminary budget projections. The Chamber debriefed on 2025 events and outlined a 2026 event plan and an economic development collaboration plan. Public Works submitted and resubmitted the June pay applications for \$408K. She supported the Clerk and Planner with the LPC grant, shadowed software evaluations, and began discussions with Grand Cliffs on SIA deadlines. Miscellaneous activities included securing signing authority for bank accounts, attending various meetings (Grand County's Employee Appreciation picnic, Mayor/Manager/Commissioners, and Manager's meeting in Granby), meeting with Grand County's Economic Development Officer and Antero Group regarding a hotel for Kremmling, discussing cash-in-lieu-of land fees with West Grand School District, investigating additional water rights, and meeting with a representative from Polis' office focused on rural outreach.

- **Action Register**

Staff reported on achievements from action items from previous Board meetings and updated on items still in progress.

New Business

- 1. Discussion & Action Item.** Request from Developer to Pay Reduced Tap Fee Due to Delayed Application Process.

Ms. Serres presented the agenda item and explained that it concerns a request from developer Hugo Gonzalez to pay the 2024 water tap fee rate for a new townhome unit at 500 N 10th Street, rather than the higher 2025 rate. This request stems from delays in the application process. Mr. Gonzalez initially submitted his application in July 2024, but it was reportedly lost or not processed by the previous Town Manager. After resubmission, the application was again not processed during the former Town Manager's tenure. The application was finally approved in April 2025 by the current Planner and Town Manager. The financial impact involves two $\frac{3}{4}$ -inch water taps, costing \$13,000 at the 2024 rate compared to \$20,000 at the 2025 rate. The Board of Trustees was presented with options to approve a reduced rate of \$13,000 or another specified

amount, table the request, or deny it and require payment at the current rate of \$20,000. The Board of Trustees discussed and deliberated that the delayed application process reflects poorly on the Town, and paying the 2024 rate is acceptable.

TRUSTEE PERRY MOTION TO APPROVE a reduced tap fee rate for the townhouse at 500 N 10th Street at the 2024 rate of \$6,500 each for a total of \$13,000. TRUSTEE WOOG SECONDS. Voice vote taken: 6 “aye” votes, 0 “nay” votes. MOTION PASSED.

2. Discussion & Action Item. Ordinance No. 727 An Ordinance Amending Chapter 2.48 of the Kremmling Municipal Code Regarding Municipal Court Costs and Fees and Other Matters.

Ms. Serres presented Ordinance No. 727, which proposes amendments to Chapter 2.48 of the Kremmling Municipal Code concerning Municipal Court costs and fees. The key changes include increasing the docket fee from \$30 to \$35 and the deferred judgment fee from \$21 to \$100. These adjustments are intended to better compensate for the time and effort involved in these tasks. Additionally, the ordinance updates outdated provisions in Chapter 2.48, including the grounds for removing a Municipal Judge and references to state statutes regarding the confinement of children. The Board of Trustees did not have any concerns regarding the proposed ordinance and reported that they felt comfortable with the amendments, following the included review and recommendations from the Court Clerk, Chief of Police, Municipal Judge, and Town Attorney.

TRUSTEE WOOG MOTION TO APPROVE Ordinance No. 727 An Ordinance Amending Chapter 2.48 of the Kremmling Municipal Code Regarding Municipal Court Costs and Fees and Other Matters as presented. TRUSTEE MILLER SECONDS. Voice vote taken: 6 “aye” votes, 0 “nay” votes. MOTION PASSED.

3. Discussion & Action Item. Ordinance No. 728 An Ordinance Approving an Airport Hangar Ground Lease at Kremmling Airport - McElroy Airfield.

Ms. Serres presented Ordinance No. 728, which approves a Ground Lease for an Airport Hangar at Kremmling Airport – McElroy Airfield. As a part-owner of the airfield, the Town of Kremmling is required to approve the lease agreement between Grand County and De Haas Ventures LLC for Hangar D. This approval is necessary under Colorado Revised Statutes 31-15-713(1)(c) for leases of municipally owned property longer than one year, as this lease extends for 25 years. The Town’s Attorney has reviewed the lease and found it to be acceptable. There are no direct financial impacts to the Town, as the annual rent will be paid to the County.

TRUSTEE MATHIS MOTION TO APPROVE Ordinance No. 728 An Ordinance Approving an Airport Hangar Ground Lease at Kremmling Airport - McElroy Airfield as presented. TRUSTEE MILLER SECONDS. Voice vote taken: 6 “aye” votes, 0 “nay” votes. MOTION PASSED.

4. Discussion & Action Item. Public Works Director Paid Time Off.

Ms. Serres explained that during the Board of Trustees meeting on July 16, 2025, updates to the public works staffing model were discussed. A resolution was approved to increase the salary and wage ranges and to add the position of Public Works Superintendent. The Board also considered granting an additional week of vacation to the Public Works Director, Dillon Willson, due to his increased leadership responsibilities. Although the Board seemed to support this idea, no formal motion was made at that time. Ms. Serres is requesting a motion to formally approve an additional forty hours of paid time off to ensure its permanent implementation. This approval would increase the Public Works Director's banked PTO eligibility to 280 hours, thereby increasing the town's liability. The Board of Trustees discussed, deliberated, and reaffirmed their support for the additional PTO for the Public Works Director.

TRUSTEE MILLER MOTION TO APPROVE an additional week, forty hours, of paid time off for Public Works Director Dillon Willson. TRUSTEE SAMMONS SECONDS. Voice vote taken: 6 “aye” votes, 0 “nay” votes. MOTION PASSED.

5. *Discussion & Action Item. Ordinance No. 729 An Ordinance Declaring an Emergency, Imposing Restrictions on the Use of Municipal Water and Making Such Restrictions Effective Upon Passage, and Providing Penalties for Violation Hereof.

This agenda item was updated during Additions/Deletions to the agenda and is now only a staff update regarding watering restrictions.

Mr. Willson reported that recent attempts to secure voluntary water reductions from large users have encountered resistance and have not reduced usage as much as hoped. Although repairs to the River Pump Station have been completed, elevated levels of iron, manganese, and turbidity are currently limiting the capacity of the existing Water Treatment Plant (WTP). The plant is operating at full capacity, but recent shutdowns due to new facility construction have depleted water storage levels, which could lead to reduced water pressure and a risk of contamination if levels drop too low. Water production is expected to stabilize by October 1st, as demand typically declines at that time.

Staff recommends continuing to rely on Ordinance 465 rather than a new ordinance, as previously posted on the agenda, which gives the Mayor the authority to declare watering restrictions. If current water production remains inadequate after evaluating system demands, Level 2 restrictions will be implemented. The Town Clerk is required to post the declaration at Town Hall, the post office, and online. Additionally, the Public Works Director will provide weekly reports to the Board of Trustees on water rationing, water levels, and the status of the Water Treatment Plant.

Mr. Willson announced that, due to ongoing drought conditions and a decline in Jones Reservoir #2, the Town of Kremmling plans to declare, if the Mayor agrees, a Level 1 Watering Restriction effective immediately. This decision was made in consultation with the Public Works Director and Town Manager to conserve the municipal water supply and ensure public health and safety. Under Level 1 restrictions, residents with even-numbered addresses may water their lawns on even-numbered days, while those with odd-numbered addresses can water on odd-numbered days. Town parks will be watered no more than every third day. These restrictions will remain in effect until further notice, and it is the responsibility of residents to stay informed about the current restriction level to avoid penalties outlined in Ordinance 465. The Board of Trustees had no questions or concerns and supported the plan to implement watering restrictions.

6. Discussion or Direction Item. Bulk Water Station Location.

Mr. Willson provided an update on the bulk water station project. He explained that it was budgeted for 2025 as a capital expenditure, with an allocation of \$100,000 for the purchase and installation of a new bulk water station. However, after surveying and evaluating the current location, it has been determined that the site is not suitable for the new station. Staff have identified that the distance west from the fire hydrant and the existing temporary facility is insufficient to maneuver trucks and tanks safely.

To address this, staff proposes a permanent bulk water station at the site of the temporary station, located at the east end of Eagle Avenue, adjacent to Highway 40. This would require an agreement with the owner of the adjacent storage property to use a small strip of their parcel to ensure sufficient room for safe and efficient use. While a long-term lease is an option, the best outcome would be the Town's acquisition of the necessary land. Staff is seeking Board support to approach the storage property owner to discuss the Town's use and/or acquisition of this land. The Board of Trustees had no questions or concerns and directed staff to pursue the presented plan.

7. Discussion Item. Finance Director and Treasurer's Quarterly Report.

Ms. Serres and Ms. MacPherson provided an overview of the Town's financial status as of June 30, 2025, and projections for 2026. The 2024 audit is largely finalized with positive results and is expected to be completed before the September 30th deadline. The General Fund's revenue is on track to exceed estimates, with sales tax anticipated to beat the 2025 budget, and property tax also expected to surpass estimates by approximately \$30K. Expenses are generally on track, though police wages are trending high. The General Fund Reserve meets the CFMP requirement of 41% of operating expenses. The Water Fund's construction of the Water Treatment Plant (WTP) will not be complete this year, resulting in revenue and expenses below the \$18.4M projection. Water Administration is overbudget due to debt repayments not being fully forecasted, and staff will engage with lenders to see if they can defer payments. The Water Fund Reserves also exceed the 2025 requirement. Other funds, such as the Conservation Trust and Solid Waste Fund, have balances of \$8.5K and \$8K, respectively. Preliminary 2026 budget

projections estimate sales tax at \$1.70M, a modest 2.4% increase over the 2024 budget, and property tax at \$255K, reflecting a moderate 4% decrease from 2025 actuals.

8. **Executive session** for discussion of a personnel matter under C.R.S. Section 24-6-402(2)(f) and not involving: any specific employees who have requested discussion of the matter in open session; any member of this body or any elected official; the appointment of any person to fill an office of this body or of an elected official; or personnel policies that do not require the discussion of matters personal to particular employees - **Chief of Police Salary and Corrections to Paid Time Off Payments for Salaried Employees.**

TRUSTEE MATHIS MOTION TO ENTER EXECUTIVE SESSION for discussion of a personnel matter under C.R.S. Section 24-6-402(2)(f) and not involving: any specific employees who have requested discussion of the matter in open session; any member of this body or any elected official; the appointment of any person to fill an office of this body or of an elected official; or personnel policies that do not require the discussion of matters personal to particular employees regarding Chief of Police Salary and Corrections to Paid Time Off Payments for Salaried Employees. TRUSTEE MILLER SECONDS. Roll call vote was taken; Trustee Sammons “aye”, Trustee Woog “aye”, Trustee Miller “aye”, Trustee Perry “aye”, Trustee Pesch “aye”, and Trustee Mathis “aye”. 6 “aye” votes, 0 “nay” votes. MOTION PASSED.

The Executive Session concluded at 7:36 p.m., and no decisions were made during the Executive Session. The recording will reside with the Town for 90 days. Those present during the executive session were Mayor Howell, Trustee Miller, Trustee Mathis, Trustee Woog, Trustee Sammons, Trustee Perry, Trustee Pesch, Town Manager Jen MacPherson, Chief of Police Jesse Lisenby, and Town Clerk & Treasurer Teagan Serres.

9. **Report From Executive Session.**

- a. **Discussion, Direction, or Action Item.** Chief of Police Salary.

MAYOR HOWELL reported the Board of Trustees met in executive session to discuss the Chief of Police’s salary. The Board of Trustees discussed, deliberated, and gave authorization to the Town Manager to increase the Chief of Police’s salary outside of the approved budget range and prepare an agenda item for official consideration and action at the next regular meeting.

- b. **Discussion, Direction, or Action Item.** Corrections to Paid Time Off Payments for Salaried Employees.

Mayor Howell reported that the Board of Trustees held an executive session to address corrections to paid time-off payments for salaried employees identified during the 2024 audit. He stated that the Board was informed of the issue and that the staff had made the necessary corrections to prevent it from happening again.

Board of Trustees Reports & Future Agenda Items for Consideration:

TRUSTEE PESCH reported that he was approached by Laurie Pope, the Kremmling Area representative on the Open Lands, Rivers, and Trails Advisory Committee. She informed him of the potential to develop a trail around Kremmling, which can now be funded through OLRTAC resources. TRUSTEE WOOG reported that the Headwaters Trails Alliance may be interested in this project, and he will reach out to the HTA to notify them.

Adjournment:

TRUSTEE SAMMONS MOTION TO ADJOURN. Voice vote taken; all “aye” votes. The meeting was adjourned at 7:39 PM.

Teagan Serres, Town Clerk

Wes Howell, Mayor

RECORD OF PROCEEDINGS

TOWN OF KREMMLING REGULAR TOWN BOARD MEETING September 17, 2025

The Board of Trustees for the Town of Kremmling met in the Boardroom located at 203 Park Avenue, Kremmling, Colorado 80459. With Mayor Wes Howell presiding, the meeting was called to order at 6:00 PM. Trustees present: Dave Sammons, Jim Miller, Wes Howell, Brad Perry, and Erik Woog. Trustees Leo Pesch and Brady Mathis were absent. Staff present: Town Manager Jen MacPherson, Chief of Police Jesse Lisenby, Public Works Director Dillon Willson, and Town Clerk & Treasurer Teagan Serres.

Conflicts of Interest: None.

Additions/Deletions to the Agenda:

Ms. Serres stated that the recordings of the proceedings from August 20, 2025, are not ready and therefore are not included in the consent agenda. She also noted that a few additional invoices from Element Engineering and Ranch Creek Waste have been added to the expenditure report. The Board of Trustees had no questions or concerns regarding the additions/deletions to the agenda.

Correspondence:

- Bank Transfers
- Airport Hangar Renewals for Hangar #14 and #12
- Resolution No. 2025-09-01PC A Resolution by the Planning Commission Requesting that the Board of Trustees of the Town of Kremmling, Colorado, Create a new Zoning District for Large Scale Development

There were no questions or concerns regarding the correspondence.

Citizen comments. (Comments are limited to five minutes.):

There were no citizen comments.

Consent Agenda

- Expenditures Dated August 21, 2025 - September 17, 2025
- Recording of Proceedings from August 20, 2025, Regular Meeting

The Recordings of Proceedings from August 20, 2025, were removed from the consent agenda during Additions/Deletions to the agenda.

TRUSTEE MILLER MOTION TO APPROVE the Expenditures dated August 21, 2025 - September 17, 2025. TRUSTEE PERRY SECONDS. Voice vote taken: 4 "aye" votes, 0 "nay" votes. MOTION PASSED.

Staff Reports:

- Public Works & Town Engineer

Public Works Director Dillon Willson reported that the Public Works Department has had a busy summer, managing multiple construction projects alongside the new Water Treatment Plant. He noted that enforcing watering restrictions has been effective in stabilizing water use and reserves. Maintenance on the south feeder ditch for water has been completed, with repairs and clearing successfully conducted. Construction of the building and tanks at the new Water Treatment Plant is currently underway, and foundation work is expected to begin in the next week or two, keeping the project on schedule. With the seasonal Public Works staff finished for the year, park maintenance will now be managed by full-time staff for the remainder of the year. TRUSTEE SAMMONS sought clarification regarding seasonal staff for snow plowing this year. Mr. Willson explained that he and the Town Manager are currently finalizing budget allowances and plan to hire one or two seasonal snow plowers. MAYOR HOWELL inquired about the compatibility of the current generator at the Water Plant. Mr. Willson confirmed that the Town's Engineers have determined that the existing generator is not compatible with the new Treatment Plant, and that staff are working to find a budget-friendly solution.

- Kremmling Police Department

Chief of Police Jesse Lisenby reported that the Kremmling Police Department has experienced a significant increase in calls for service this summer; however, the volume of calls is beginning to decline. He reported that he has been focusing on code enforcement and has identified 74 properties with clear violations. Staff is currently developing a collaborative spreadsheet tracker and strategies to prioritize code enforcement, which will be presented to the Board soon. Additionally, the new patrol vehicle purchased at the end of 2024 should arrive soon after it is outfitted. The engine brake signage from the Colorado Department of Transportation is also expected to be installed shortly. Chief Lisenby is in the process of updating the Kremmling Police Department's policy manual, which is scheduled to be presented to the Board in November.

- **Town Clerk & Treasurer**

Town Clerk and Treasurer Teagan Serres reported she has been busy preparing various documents for Board meetings, facilitating permits, reviewing liquor license applications, assisting the Town Planner, participating in interdepartmental meetings, and managing cemetery services. Additionally, the Clerk provided Notary Public services, responded to Colorado Open Records Act (CORA) requests, and worked on ADA-compliant website updates. The Treasurer's office reported on tax lien collections, the nearing completion of the 2024 Audit with mostly positive results, and ongoing financial management for the Water Plant project. They are also collaborating on securing additional funds for Municipal Code and Comprehensive Plan updates, exploring new software, and developing the 2026 Budget. Sales tax revenues for July and August continue to show an upward trend compared to previous years.

- **Town Planner**

Town Planner Alan Hassler was absent from the meeting. The Board of Trustees did not report any questions or concerns for the Planning Department.

- **Town Manager**

Town Manager Jen MacPherson reported that the Finance Department completed the first draft of the General Fund budget and transferred \$2.9 million to a money market account. Discussions on PTO calculations also occurred with auditors. The Public Works Department submitted a \$715,000 payment application for July water plant construction, evaluated 2025 paving areas, and achieved a 30% reduction in water demand through watering restrictions. At the Airport, hangars were cleared, potential renters were contacted, and a special event application was approved. Discussions focused on providing water to the pilot lounge and FAA restrictions. The Planning & Zoning Department met with E&W Towing regarding Use by Special Review (USR) limitations, investigated County Road 397 ownership, and advanced proposals for the Grand Cliffs Subdivision Improvement Agreement. They also discussed zoning enforcement with local trailer park managers. Additional activities included exploring the restart of the Demo Derby, planning for 2026 events (such as goat roping and ice golf), meeting with the Colorado State Patrol about highway safety, and engaging with local organizations to address housing issues and the absence of a local newspaper. TRUSTEE SAMMONS requested clarification on the plan to mitigate the property at 208 Eagle Avenue, which the Town purchased in 2024. Ms. MacPherson reported that demolition and mitigation were not budgeted for 2025, and staff have been working to determine whether they can fit within this year's budget. MAYOR HOWELL requested that this item be added to the next work session agenda.

- **Action Register**

Staff reported on achievements from action items from previous Board meetings and updated on items still in progress.

Local Liquor Licensing Authority

TRUSTEE SAMMONS MOTION to pause the Regular Meeting of the Board of Trustees and convene as the Local Liquor Licensing Authority at 6:14 PM. TRUSTEE WOOG SECONDS. Roll call vote was taken; Trustee Sammons "aye", Trustee Woog "aye", Trustee Miller "aye", and Trustee Perry "aye". 4 "aye" votes, 0 "nay" votes. MOTION PASSED.

Liquor Licensing Consent Agenda

1. Annual Renewal of Cold Beer & Whiskey Retail Liquor Store License at 200 West Park Avenue
2. Annual Renewal of Maverik 5148 Off-Premises Fermented Malt Beverage & Wine License at 605 Park Avenue

Town Clerk and Treasurer Teagan Serres reported the annual renewal of licenses for two establishments: a Retail Liquor Store License for Cold Beer & Whiskey and an Off-Premises Fermented Malt Beverage and Wine License for Maverik 5148. Both Cold Beer & Whiskey and Maverik 5148 are in good standing, up to date with sales tax, and have no reported issues with the Kremmling Police Department. Both establishments submitted their applications for their off-premises liquor license renewals. After a thorough review, staff confirmed that they are in good standing with the Colorado Secretary of State and have fulfilled all sales tax obligations. They have legal possession of their premises, and our visual inspections of the locations revealed no issues. Based on these findings, staff recommends approval of the license renewals. The Board of Trustees had no questions or concerns regarding the annual renewal of liquor license applications.

TRUSTEE SAMMONS MOTION TO APPROVE the Local Liquor Licensing Authority Consent Agenda as presented. TRUSTEE PERRY SECONDS. Voice vote taken: 4 “aye” votes, 0 “nay” votes. MOTION PASSED.

Liquor Licensing New Business

1. Modification of Premises Application for Maverik 5148 at 605 Park Avenue

Ms. Serres presented an application to modify the premises, explaining that, without prior written consent from local and state licensing authorities, a licensee cannot make significant physical changes. While a public hearing is not required for such applications, local authorities may hold one if they choose. The proposed alterations are minor—adding three shelves for storage of warm fermented beverages and relocating items from the wine shelf to a locked countertop unit. As these changes are not significant, staff did not schedule a public hearing, but the Board may request one if desired. Maverik aims to install the new storage in the first aisle next to the ATM, with the locked unit at the checkout counter accessible only to employees. The existing coolers and wine shelf will remain unchanged, and staff have no concerns about the application, recommending its approval. The Board of Trustees discussed and deliberated, and decided not to schedule a public hearing and had no concerns regarding the application.

TRUSTEE PERRY MOTION TO APPROVE the Modification of Premises Application for Maverik 5148 at 605 Park Avenue. TRUSTEE MILLER SECONDS. Voice vote taken: 4 “aye” votes, 0 “nay” votes. MOTION PASSED.

2. Public Hearing: Special Event Permit for Middle Park Medical Foundation at 1701 Eagle Avenue on October 4, 2025

MAYOR HOWELL opened the public hearing at 6:19 PM.

Ms. Serres reported that the Middle Park Medical Foundation has applied for a Special Event Permit Liquor License on October 4, 2025, in accordance with the provisions of the Kremmling Municipal Code (KMC) Sec. 5.03.130. A review of the application found that the applicant is in good standing with the Colorado Secretary of State, complies with the limits on annual permissible Special Event Permit Liquor Licenses as stated in C.R.S. 44-5-105(3), has obtained permission from the Grand County Commissioners to use the premises, and will obtain permission from the other partial property owner if approved by the Town, has paid the applicable fees to the Local Authority, and has planned to implement service control measures to limit the service of malt, vinous, and spirituous liquor for the duration of this event. In accordance with Colorado Revised Statutes 44-5-106(2), notice of the event has been posted conspicuously for 10 days prior to the consideration of this application. The Kremmling Police Department reported no issues or concerns regarding this Special Event Permit application. They have also applied for a Community Event Permit with the Town, and no department heads have denied the application. This event is the Country BASH, and it will be very similar to last year’s event. However, instead of serving as a fundraiser, it will serve as a thank-you to donors for the wellness center project. They are requesting permission to serve alcohol on October 4th, from 5:30 p.m. to 10:00 p.m.

The Board of Trustees did not have any questions or concerns regarding the special event permit application. MAYOR HOWELL closed the public hearing at 6:20 PM.

TRUSTEE PERRY MOTION TO APPROVE the Special Event Permit for Middle Park Medical Foundation at 1701 Eagle Avenue on October 4, 2025. TRUSTEE MILLER SECONDS. Voice vote taken: 4 “aye” votes, 0 “nay” votes. MOTION PASSED.

Adjournment of Local Liquor Licensing Authority

TRUSTEE SAMMONS MOTION to adjourn the Local Liquor Licensing Authority and reconvene the Regular Meeting of the Board of Trustees at 6:21 PM. TRUSTEE MILLER SECONDS. Roll call vote was taken; Trustee Sammons "aye", Trustee Woog "aye", Trustee Miller "aye", and Trustee Perry "aye". 4 "aye" votes, 0 "nay" votes. MOTION PASSED.

New Business

1. Discussion & Action Item. Community Event Permit Fee Waiver Request from Middle Park Medical Foundation.

Ms. Serres presented the agenda item regarding a fee waiver for the "Country Bash" event scheduled for October 4th. As specified in Ordinance No. 724, non-profit organizations are eligible for a fee waiver for Community Event Permits, which must be approved by the Board of Trustees. If approved, \$200 in permit fees would be waived; however, the damage deposit and liquor license fees have already been paid. The Board of Trustees had no questions or concerns regarding the fee waiver request.

TRUSTEE WOOG MOTION TO APPROVE the Community Event Permit fee waiver for the Middle Park Medical Foundation. TRUSTEE PERRY SECONDS. Voice vote taken: 4 "aye" votes, 0 "nay" votes. MOTION PASSED.

2. Discussion & Action Item. Ordinance No. 729 An Ordinance Approving an Airport Hangar Ground Lease at Kremmling Airport - McElroy Airfield.

Ms. Serres presented Ordinance No. 729, which approves a Ground Lease for an Airport Hangar at Kremmling Airport – McElroy Airfield. As a part-owner of the airfield, the Town of Kremmling is required to approve the lease agreement between Grand County and Grand Aviation LLC for Hangar 18. This approval is necessary under Colorado Revised Statutes 31-15-713(1)(c) for leases of municipally owned property longer than one year, as this lease extends for 25 years. The Town's Attorney has reviewed the lease and found it to be acceptable. There are no direct financial impacts to the Town, as the annual rent will be paid to the County.

TRUSTEE MATHIS MOTION TO APPROVE Ordinance No. 729 An Ordinance Approving an Airport Hangar Ground Lease at Kremmling Airport - McElroy Airfield as presented. TRUSTEE MILLER SECONDS. Voice vote taken: 4 "aye" votes, 0 "nay" votes. MOTION PASSED.

3. Discussion & Action Item. Chief of Police Salary Increase.

Ms. MacPherson explained that at the Board meeting on August 20, 2025, the Town Manager was directed to raise the Chief of Police's salary beyond the approved range after a discussion in executive session. Staff is requesting approval of the salary increase by motion, with an updated salary resolution to be prepared for the November regular meeting. The Chief of Police's salary has been increased to \$125,000, exceeding the approved budget by \$26,200. Finance staff believes this increase can be accommodated due to underspending in other general fund departments and stronger-than-expected sales and property tax revenue. The staff recommends a motion to increase the Chief of Police's salary to \$125,000 for the remainder of 2025. The Board of Trustees had no questions or concerns.

TRUSTEE MILLER MOTION TO INCREASE the Chief of Police's salary to \$125,000 for the remainder of 2025. TRUSTEE WOOG SECONDS. Voice vote taken: 4 "aye" votes, 0 "nay" votes. MOTION PASSED.

4. Discussion & Action Item. Police Officer Additional Paid Time Off Payout.

Chief Lisenby presented the request for an exception to the paid time off cash-out policy for Police Officer Crocker. Officer Crocker initially cashed out 30 hours of PTO, leaving 273 hours remaining, exceeding the 240-hour carry-over cap for 2026. He is requesting an additional cash-out of up to 70 hours, even though the town handbook typically allows only one cash-out per year, up to 100 hours. Chief Lisenby supports this request, as it would help Officer Crocker reduce his PTO balance and avoid the loss of earned time. Furthermore, due to low staffing at KPD, allowing Officer Crocker to take this excess time off would result in approximately \$5,000 in overtime costs, whereas an additional cash-out of 70 hours would only cost about \$2,900 and prevent work schedule disruption. The staff recommendation proposes three options: allowing a second 70-hour PTO cash-out, tabling the payout until a later meeting, or denying approval.

TRUSTEE WOOG MOTION TO ALLOW Officer Crocker a second PTO cashout in the amount of 70 hours. TRUSTEE SAMMONS SECONDS. Voice vote taken: 4 “aye” votes, 0 “nay” votes. MOTION PASSED.

Board of Trustees Reports & Future Agenda Items for Consideration:

TRUSTEE WOOG reported that Town Staff should receive a memo from the Headwaters Trails Alliance regarding an update on HTA funding.

Adjournment:

TRUSTEE SAMMONS MOTION TO ADJOURN. Voice vote taken; all “aye” votes. The meeting was adjourned at 6:30 PM.

Teagan Serres, Town Clerk

Wes Howell, Mayor

TOWN OF KREMMLING
RESOLUTION NO. 2025-10-01

**A RESOLUTION OF THE TOWN OF KREMMLING, COLORADO, AUTHORIZING
CHANGES TO THE OFFICIAL ZONING MAP OF THE TOWN OF KREMMLING,
COLORADO**

WHEREAS, Colorado Revised Statutes §31-23-305 allows changes to a Town's zoning code; and

WHEREAS, the Town of Kremmling's official zoning map has not been updated since January 7, 2021; and

WHEREAS, multiple plat revisions, subdivisions, a planned unit development, and a rezoning have been approved; and

WHEREAS, a lot line change to Lots 13 and 15, Block 3, in the northwest quadrant of the intersection of 4th Street and Eagle Avenue, was divided into two lots and approved as the Eagle Avenue Minor Subdivision; and

WHEREAS, Lot 13 Block 2, 501A/501B North 11th Street, was divided into two lots and approved as the Gonzalez Minor Subdivision; and

WHEREAS, Lot 1 Block 3, 500A/500B North 11th Street, was divided into two lots and approved as the Gonzalez Minor Subdivision; and

WHEREAS, Lot 14 Block 3, 500A/500B North 10th Street, was divided into two lots and approved as the Gonzalez Minor Subdivision; and

WHEREAS, six lots were subdivided on the West side of North 10th Street as the KTown North Minor Subdivision; and

WHEREAS, the Grand Cliffs Subdivision, located north of Kinsey Avenue between 3rd and 5th Streets, is zoned R1 and is being developed in phases. Phase 1 falls under a Planned Unit Development (PUD) that permits R2 zoning for both single-family and multi-family housing. This phase spans from Kinsey Avenue to a new east-west street called Dell Way, extending from 3rd Street to 5th Street, approved through a PUD process, creating an overlay as outlined in Resolution 2022-09-02, which was passed on September 13, 2022; and

WHEREAS, Lots 11-15 in Block 30 of the FIC Addition, located at the northwest corner of the intersection of 4th and Railroad, are addressed together with Lots 8-10 in Block 30 (416 South 3rd), which is situated at the northeast corner of the intersection of 3rd and Railroad, zoning classification for this area was changed from R-2 (Multifamily Residential) to Industrial to better reflect both its historic and current use enacted by Ordinance 723, which was passed on April 16, 2025; and

WHEREAS, the Town Board desires to update the Official Zoning Map to reflect these changes.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF
THE TOWN OF KREMMLING:

1. The Amendments to the Town of Kremmling Official Zoning Map are hereby approved in essentially the same form as the copy of such form accompanying this resolution.

INTRODUCED, READ, AND ADOPTED by the Board of Trustees on this 15th day of October 2025.


TOWN OF KREMMLING

Wes Howell, Mayor

ATTEST:

Teagan Serres, Town Clerk

Map Location	Date	Annexation Ordinance	Zoning Ordinance	Zoning
1	9/28/1978	205	207	CB
2	9/29/1978	206	207	CB
3	10/4/1979	216	217	CB
4	1/24/1980	219	222	CB
5	6/18/1980	...	225	I(L) to R2
6	6/18/1980	...	226	I(L) to R2
7	7/31/1980	...	227	R1 to CB
8	5/26/1983	249	249	CB
9	11/10/1983	258	...	...
10	11/10/1983	255	259	I(H)
11	12/21/1983	260	261	R2
12	7/20/1984	264	264	R2
13	9/19/1984	262	265	R2
14	3/20/1985	270	270	R2 to CB
15	3/3/1985	262	271	CB to R2
16	3/18/1987	291	...	...
17	4/6/1987	260	294	R2 to CB
18	3/16/1988	260	302B	R2 to I(L)
19	5/18/1988	260	304	I(L) to CB
20	5/18/1988	291	305	CB
21	1/3/1988	260	315	R2 to CB
22	11/18/1992	...	371	R2 to CB
23	2/1/1993	264	372	R2 to CB
24	5/17/1995	...	...	...
25	7/18/1995	398	...	Plat Revisions
26	3/20/1996	...	409	R2 to CB
27	1/5/1998	432	432	R1
28	4/14/1998	434	434	R2
29	1/4/1999	...	...	Plat Revisions
30	5/17/2000	447	447	CB
31	7/19/2000	448	448	CB
32	7/20/2000	449	449	R1
33	9/7/2004	485	485	CB
34	6/15/2005	...	493	R2 to CB
35	6/6/2005	499	...	Plat Revisions
36	12/5/2005	503	...	Plat Revisions
37	6/4/2007	521	521	CB
38	6/20/2007	522	522	R1
39	9/4/2007	...	524	R1 to CB
40	3/2/2009	545	...	...
40	3/18/2009	...	547	CB
41	3/2/2009	546	...	...
41	3/18/2009	...	548	CB
42	4/15/2009	...	549	R2 to CB
43	10/7/2009	...	559	R1 to CB
44	6/16/2010	...	581	R2 to R1
45	3/2/2011	591	...	...
45	3/16/2011	...	592	R1
46	3/21/2012	...	621	OS
47	9/3/2014	...	646	MU
48	1/5/2020	...	694	MU
49	9/13/2022	...	2022-09-02	PUD
50	4/16/2025	723	...	R-2 to I



Town of Kremmling Zoning Map

Legend

- Sections
- Streams
- Colorado River
- Town Boundary
- Block Number
- Ordinance Map Location
- PUD Zone
- R-1 : Residential, Low Density
- R-2 : Residential, High Density
- CB : Central Business
- Public Property
- OS : Open Space

Zoning

- PUD Zone
- MU : Mixed Use
- I : Industrial
- OS : Open Space
- CB : Central Business

N
W
E
S
0 250 500 1,000
Feet

Map Updated 10/1/2025
31

**TOWN OF KREMMLING
RESOLUTION 2025-10-02**

A RESOLUTION AUTHORIZING THE CHIEF OF POLICE TO SIGN ON BEHALF OF THE TOWN OF KREMMLING TO RENEW THE 14TH JUDICIAL CRITICAL INCIDENT RESPONSE TEAM MEMORANDUM OF UNDERSTANDING

WHEREAS, the Town of Kremmling (the “Town”) is a party to the 14th Judicial Critical Incident Response Team Memorandum of Understanding that establishes a team of skilled investigators from various law enforcement agencies to conduct thorough and impartial investigations of critical incidents involving law enforcement employees; and

WHEREAS, the Memorandum of Understanding was updated as of August 28, 2025, to meet the requirements of Colorado Revised Statutes §16-2.5-301 and §20-1-114, particularly concerning the discharge of a firearm by a peace officer resulting in death; and

WHEREAS, a renewal of the Memorandum of Understanding is needed to investigate critical incidents within the 14th Judicial District, focusing on transparency, impartiality, efficient resource allocation, and compliance with statutory requirements; and

WHEREAS, the Board of Trustees finds and determines that execution of the updated 14th Judicial Critical Incident Response Team Memorandum of Understanding is in the best interest of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF KREMMLING, COLORADO:

Section 1. The 14th Judicial Critical Incident Response Team Memorandum of Understanding is hereby approved in essentially the same form as the copy of such form accompanying this resolution.

Section 2. The Chief of Police is authorized to execute the Memorandum of Understanding on behalf of the Town.

INTRODUCED, READ, AND ADOPTED by the Board of Trustees on this 15th day of October 2025.

TOWN OF KREMMLING

Wes Howell, Mayor

ATTEST:

Teagan Serres, Town Clerk



14th Judicial District
State of Colorado
Critical Incident Response Team
Interagency Agreement and Protocol

Table of Contents

General	p.3
Personnel	p.3
Definitions	p.4
CIRT Activation Criteria	p.5
Organizational Procedure	p.5
Scope & Purpose of Criminal Investigation	p.6
Investigative Procedure	p.7
Equipment/Tests/Personnel Costs	p.10
Annual Report	p.10
Changes to Policy and Procedure	p.10
Withdraw and Termination	p.10
Adoption and Acknowledgement	p.10

General

It is the consensus of the participating 14th Judicial District Law enforcement agencies that a team of skilled and trained investigators consisting of personnel from participating agencies, the District Attorney's Office, and when appropriate the Coroner's Offices within the judicial district and/or Colorado Bureau of Investigation, should be maintained to conduct and participate in the investigation of incidents where any law enforcement employee within the judicial district is the subject of a critical incident as defined herein.

It is the further consensus of the participants to this agreement that this Critical Incident Response Team (CIRT) will be able to provide a thorough and impartial investigation and mitigate against the depletion of resources within any one agency.

The parties to this agreement intend for the CIRT and these protocols to meet the requirements of CRS 16-2.5-301 and 20-1-114, regarding the discharge of a firearm by a peace officer that results in death, originally codified in Colorado SB 15-219, passed into law on May 20, 2015. The parties further intend for the collaborative/mutual aid efforts described in this agreement to occur pursuant to CRS 29-5-103 through 29-5-111.

Personnel

The CIRT shall consist of peace officers and ancillary personnel designated by the Chief Executive Officer (CEO) of each participating agency within the 14th Judicial District.

A CIRT Coordinator and Alternate Coordinator will be selected by the CEO's. The CIRT Coordinator will serve a term of two years and the Alternate Coordinator will serve a term of one year such that both roles do not turn over at the same time, to ensure continuity of institutional knowledge. The Coordinator and Alternate Coordinator must not be employed by the same agency.

The CIRT should consist of at least one representative from each participating agency. Each representative shall serve at the discretion of the current CEO for that agency. A representative's CEO may remove them at any time. Any representative may be removed upon recommendation of the Coordinator and with the approval of the representative's CEO. All appointments to the CIRT shall be reviewed and confirmed annually.

Definitions

“Critical Incident” means an event involving two or more people, in which a law enforcement agency employee is involved as an actor or custodial officer or victim, where a fatal injury to a human being or injury involving a substantial risk of death to a human being occurs. Such incidents include but are not limited to the following:

1. Intentional or accidental shootings of human beings, including police tactical incidents involving specialized response teams.¹
2. Intentional or accidental discharge of a deadly weapon.²
3. Attempts by a law enforcement officer to make arrests or otherwise gain physical control of another person for a law enforcement purpose.³
4. Attempts by civilian employees of a 14th Judicial District law enforcement agency to make an arrest or otherwise gain physical control of another person for a law enforcement purpose.⁴
5. Any fatal injury or death occurring in police custody, including a jail setting.
6. Assaults resulting in death or injury to an employee of a 14th Judicial District law enforcement agency.
7. Law enforcement pursuits resulting in death or an injury involving a substantial risk of death.
8. Non-pursuit vehicle accidents involving law enforcement vehicles where death or an injury involving a substantial risk of death occurs.
9. Vehicle accidents involving a fatal injury to a person who is a passenger in a law enforcement vehicle (i.e. ride along, transport etc.).

“Law enforcement agency employee” means:

1. Full or part time employees of any law enforcement agency within the 14th Judicial District, whether on or off-duty.
2. Volunteer and/or temporary enforcement personnel on duty at the time of the incident.

“Actor” means a person who is the cause of a fatal injury or injury involving a substantial risk of death to another person.

“Victim” means a person injured by an actor. Use of the word “victim” in this protocol does not imply criminality, but is used only for purposes of identifying the injured person(s) in an incident.

¹ Automatic CIRT call out

² Automatic CIRT call out

³ Automatic CIRT call out

⁴ Automatic CIRT call out

“Custodial Officer” means a law enforcement agency employee who is present at or participates in an attempt by any law enforcement officer to make an arrest or otherwise gain or maintain physical control of another person for a law enforcement purpose.

“Deadly Weapon” has the same meaning as defined in CRS 18-1-901(1)(e).

“Involved agency” means the agency which employs the actor, victim or custodial officer in a critical incident.

“Accident Scene Investigation” means the analysis and documentation of the physical scene of a vehicular crash.

“Criminal Investigator” means those investigators assigned by the CIRT Coordinator or their designee to conduct the substantive criminal investigation of the critical incident.

“Administrative Investigator” means those investigators assigned by the involved agency to conduct an administrative investigation of the critical incident which is separate from the criminal investigation.

CIRT Activation Criteria

Except for automatic activation for incidents involving circumstances defined in paragraphs 1 through 4 in the “Definitions – Critical Incident” section of this protocol, for all critical incidents the CIRT shall be activated only upon the request of the CEO of the involved agency. The CEO of the involved agency shall notify the CIRT Coordinator as soon as practicable, and in no case more than one (1) hour after the incident becomes known, unless exigent circumstances exist.

A request for CIRT activation for an event not specifically defined as a “critical incident” pursuant to this protocol may be made by the CEO of any participating agency to the CIRT coordinator. The CIRT coordinator may consult with the other participating agency CEO’s in determining whether to activate the CIRT team.

Administrative Investigations for Non-Member Agency

If a law enforcement agency outside the 14th Judicial District requests an agency that is a party to his agreement to conduct an administrative investigation of one or more of its employees, the CEO of the agency receiving the request may activate the 14th Judicial District CIRT. In such case, the CEO of the agency receiving the request, shall notify the CEO of the requesting agency of the CIRT activation, and that copies of all records connected to the investigation will be maintained by the 14th Judicial District CIRT Coordinator, and will be managed in accordance with Colorado Law.

Organizational Procedure

Upon CIRT activation, the Coordinator or if unavailable the Alternate Coordinator will become the Incident Coordinator (IC). The IC cannot be employed by the involved agency. The IC will assess the details of the incident and determine what personnel and resources will be required for the criminal investigation, and will then contact the appropriate CIRT representatives with response instructions.

The IC will assign a Lead Investigator (LI) who is not employed by the involved agency. The Lead Investigator will assume responsibility for the investigative team. Any irreconcilable conflicts within the participating CIRT representatives will be resolved by the IC, in consultation with the Lead Investigator.

Once the Lead Investigator is identified, the IC or their designee will be responsible for the following:

- 1) Securing and maintaining logistical, personnel and legal support for the Lead Investigator and their team;
- 2) Notifying the District Attorney's Office and CBI of the CIRT activation, and if the critical incident involves a vehicular crash, notifying CSP for VCU activation;
- 3) Notifying the coroner upon confirmation of a fatality;
- 4) Designating a public information officer from the CIRT who is not employed by the involved agency (the involved agency is still responsible for agency specific media communications, and records requests);
- 5) Ensuring initial crime scene preservation and integrity through the assignment of appropriate personnel and adoption of proper scene access protocols.
- 6) Ensuring all investigative activity is properly documented, preserved and disseminated timely to the District Attorney's Office.
- 7) Scheduling any briefings or updates for the CIRT.

- 8) Resolving any irreconcilable conflicts related to the investigation among the CIRT representatives.
- 9) Arranging for neutral victim advocate services as appropriate.
- 10) In consultation with the District Attorney's Office, assessing any questions about which county is the proper venue for any court action
- 11) Ensuring separation between the criminal investigation and any administrative investigation.

Scope and Purpose of Criminal Investigation

The criminal investigation begins immediately upon CIRT activation and has investigative priority over any administrative investigation.

The goal of the criminal investigation is to obtain all relevant information about the incident to allow a determination as to the presence or absence of criminal liability on the part of any person(s) involved in the incident.

The investigation must be conducted in such a manner as to clearly demonstrate its thorough, objective and professional nature, without regard to the identities or employment of any of the involved persons, and free from any conflict of interest.

Investigative Procedure

Crime scene & evidence management

Initial crime scene preservation shall be performed by responding officers and then dictated by the IC in consultation with appropriate CIRT representatives, and it shall include all appropriate access control procedures to preserve scene integrity. If the involved law enforcement agency employee(s) is on-scene, they shall be removed from the scene as soon as practicable with due consideration for public safety and they shall be separated from each other.

Upon consultation with the Lead Investigator, the IC will designate an agency responsible for processing of the scene, preservation of evidence and any forensic analysis of evidence. The IC will update administrative investigators from the involved law enforcement agency, if any are known to the IC, regarding the progress of evidence preservation and plans for forensic testing.

Scene preservation procedures should include, but not be limited to, the following:

- 1) Emergency life-saving procedures have first priority
- 2) Unless necessary for life saving efforts, entry to scene by rescue personnel should be restricted to the minimum necessary to health/safety needs.
- 3) Coroner access to the scene shall comply with CRS 30-10-606.
- 4) The scene should be secured with perimeter tape clearly visible and set back an appropriate distance to mitigate against inadvertent scene contamination.
- 5) The perimeter should be guarded and a log maintained of all persons in and out of the scene and the time of their entry and exit.
- 6) No items or objects may be removed from the crime scene without approval of the Lead Investigator or their designee, unless required in order to provide emergency medical care to prevent death or serious bodily injury, or to address a significant threat to public safety.
- 7) Weapons within the scene perimeter that hold any possible evidentiary value should be left in place and documented in a manner consistent with scene and public safety.
- 8) If the involved law enforcement agency employee has discharged their firearm, the firearm shall be immediately obtained from them and secured as evidence.

Interview of involved law enforcement agency employee(s)

The involved law enforcement agency employee(s) shall not be interviewed about the incident until and unless the Lead Investigator determines that is appropriate. Any such interview shall be managed by the Lead Investigator or their designee. Such interview shall not be conducted by a CIRT representative employed by the same agency as the subject. Such interview(s) shall not serve as an administrative interview and a Garrity advisement shall not be given. Such interview(s) shall be recorded in its entirety unless there are unavoidable exigent circumstances prohibiting recording, which circumstances shall be detailed in a report. Upon conclusion of the criminal investigation, administrative investigator(s) may be provided with criminal investigation materials.

Intoxicant testing

If the Lead Investigator believes a request for chemical testing for intoxicants is appropriate, the LI may request consent from the subject of the investigation. If consent is refused, the LI may pursue testing through application for a search warrant based on an affidavit establishing probable cause.

Autopsy

At least one member of the criminal investigation team, designated by the LI, shall attend any autopsy related to the investigation. Upon good cause and approval of the IC, the LI may designate an appropriate individual from an agency outside the 14th Judicial District to attend the autopsy.

District Attorney's Office

Upon notification from the IC to the District Attorney or their designee, the IC, LI and DA representative shall determine what response from the District Attorney's Office is appropriate. The District Attorney's Office will provide legal support for the criminal investigation personnel.

A District Attorney investigator shall participate in some capacity, whether as a line investigator, LI or IC.

If the District Attorney's Office is the involved law enforcement agency, and pursuant to CDAC guidelines for designation of a special prosecutor, the IC shall contact the following District Attorney's Offices for legal support:

Grand County venue = 5th Judicial District Attorney

Routt County venue = 8th Judicial District Attorney

Moffat County venue = 9th Judicial District Attorney

Report writing

The IC is responsible for ensuring the timely completion of reports from all criminal investigators. The IC shall ensure all reports are compiled in a single location and timely transmitted to the District Attorney's Office.

Media

In consultation with the CEO of the involved law enforcement agency, the IC is responsible for designating a PIO, who shall be the point of contact for all media inquiries and communications regarding the criminal investigation of the incident.

Recordings and SB20-217

The IC, LI, CEO of the involved law enforcement agency, the PIO and the District Attorney shall coordinate as to any media requests for recordings and the applicability of C.R.S. 24-31-902(2)(a) (SB20-217).

Vehicular crash incidents

If the critical incident arises from a vehicular crash, unless CSP requests otherwise, CSP's Vehicular Crimes Unit shall be responsible for accident scene investigation.

Debriefing

Within 30 days of the conclusion of a CIRT criminal investigation or as soon as practicable, there shall be a debriefing for all CEO's of the CIRT and their designees. The debriefing will be led by the IC, LI and CEO of the agency with principle venue, or their designees.

Equipment/Tests/Personnel Costs

All necessary equipment shall be supplied by the involved law enforcement agency. If additional or specialized equipment is needed, the cost of obtaining such equipment shall be borne by the involved law enforcement agency upon approval of that CEO. Nothing in this protocol prohibits any individual team member or participating agency from bringing or supplying necessary equipment, subject to the IC or LI having no objection.

All normal personnel costs, including by not limited to workers compensation, shall be the responsibility of the agency employing the representatives to the team.

All team representatives, while responding to a call out, regardless of jurisdiction, shall be deemed to be on duty and responding to a call for mutual aid.

Annual Report

The CIRT Coordinator shall prepare and present to CEO's a written annual report summarizing the activities of the team for the preceding year, which report will be provided at the annual CIRT meeting in late summer or early fall.

Changes to Policy and Procedure

Any representative agency CEO may request a change to these policies and procedures. Such request shall be made to the CIRT Coordinator, who will then request a meeting with all CEO's to occur no sooner than 20 days later.

Withdraw and Termination

Any participating agency, through their CEO, may withdraw from this agreement at any time upon fifteen (15) days written notice to the CEO's of all other participating agencies.

Adoption and Acknowledgement

The CEO's of the participating agencies, by signing below, hereby adopt this Interagency Agreement and Protocol, and acknowledge all rights and responsibility contained therein.

FOR THE MOFFAT COUNTY SHERIFF'S OFFICE

By: _____

Chip McIntyre, Sheriff

FOR THE CITY OF CRAIG POLICE DEPARTMENT

By: _____

Michael Cochran, Chief

FOR THE TOWN OF HAYDEN POLICE DEPARTMENT

By: _____

Scott Scurlock, Chief

FOR THE ROUTT COUNTY SHERIFF'S OFFICE

By: _____

Doug Scherar, Sheriff

FOR THE CITY OF STEAMBOAT SPRINGS POLICE DEPARTMENT

By: _____

Mark Beckett, Chief

FOR THE GRAND COUNTY SHERIFF'S OFFICE

By: _____

Brett Schroetlin, Sheriff

FOR THE CITY OF KREMMLING POLICE DEPARTMENT

By: _____

Jesse Lisenby, Chief

FOR THE CITY OF GRANBY POLICE DEPARTMENT

By: _____
Andrew Sidener, Sergeant

FOR THE TOWNS OF FRASER/WINTER PARK POLICE DEPARTMENT

By: _____
Glen Trainor, Chief

FOR THE COLORADO STATE PATROL, TROOP 4B

By: _____
Ryan Parker, Captain

FOR THE COLORADO BUREAU OF INVESTIGATION

By: _____
Armando Saldate III, Director

FOR THE MOFFAT COUNTY CORONER

By: _____
Jesse Arthurs, Coroner

FOR THE ROUTT COUNTY CORONER

By: _____
Mitch Locke, Coroner

FOR THE GRAND COUNTY CORONER

By: _____
Tawnya Bailey, Coroner

TOWN OF KREMMLING
RESOLUTION NO. 2025-10-03

**A RESOLUTION ADOPTING A CODE OF CONDUCT AND ETHICS FOR ELECTED
OFFICIALS FOR THE TOWN OF KREMMLING, COLORADO**

WHEREAS, the Town Board believes that the members of the Town Board of Trustees, including the Mayor, must act at all times within the scope of their lawful authority, in accordance with the highest ethical standards, and in a manner that accords all persons with respect and dignity; and

WHEREAS, the Town Board desires to establish for itself, and for each member of the Board of Trustees, including the Mayor, minimum standards of conduct to assure the same; and

WHEREAS, the failure to comply with such standards would constitute serious misconduct that would reflect poorly on the Town, and would detrimentally affect the credibility of the Town Board and the effectiveness of the Town in serving the community; and

WHEREAS, the Town Board intends that the standards of conduct established herein be enforceable by such consequences as will assure compliance therewith;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF KREMMLING, COLORADO:

Section 1. The Code of Conduct and Ethics for Elected Officials is hereby approved in essentially the same form as the copy of such form accompanying this resolution.

INTRODUCED, READ, and ADOPTED this 15th day of October, 2025.

TOWN OF KREMMLING, COLORADO

Wes Howell, Mayor

ATTEST:

Teagan Serres, Town Clerk

Code of Conduct and Ethics for Elected Officials



OCTOBER 15, 2025
TOWN OF KREMMLING
200 Eagle Avenue | P.O. Box 538, Kremmling, CO 80459

Town of Kremmling Code of Conduct and Ethics for Elected Officials

The Three Rs of Kremmling Government Leadership: Roles, Responsibilities, and Respect

State law and Title 2 of the Kremmling Municipal Code provide in-depth guidance about the roles and responsibilities of Board members, the Mayor Pro-Tem, and the Mayor. This Code of Conduct and Ethics outlines not only those roles but also sets forth expectations for behavior and interactions among Board members, Town staff, constituents, and others. The aim is to foster an environment of respect, professionalism, and effective governance, ensuring that all public meetings and governmental processes run smoothly and constructively.

Contents

- Town of Kremmling Code of Conduct and Ethics for Elected Officials
- Overview of Roles & Responsibilities
- Policies and Protocol Related to Conduct
- Board Member Conduct with One Another
- Board Conduct with Town Staff
- Board Conduct with the Public
- Board Conduct with Other Public Agencies
- Town Board Conduct with Other Boards and Commissions
- Board Member Conduct with the Media
- Sanctions
- Principles of Proper Conduct
- Checklist for Monitoring Conduct
- Glossary of Terms
- Pledge to Follow the Town of Kremmling's Code of Conduct and Ethics for Elected Officials

A consistent theme throughout these guidelines is "respect." Board members are often faced with challenging decisions that impact the community as a whole. Even when faced with differing viewpoints or difficult circumstances, elected officials must always demonstrate respect for others through their words and actions. This focus on respect should guide Board members in doing the right thing, even in the most trying situations.

Overview of Roles & Responsibilities

Additional resources for understanding the roles and responsibilities of elected officials can be found in the Kremmling Municipal Code and the Handbook for Municipal Elected Officials published by the Colorado Municipal League.

Mayor

- Serves as the ceremonial head of the Town Government.
- Presides over meetings of the Town Board.
- Holds the same speaking rights as other members but only votes in case of a tie.
- Executes and authenticates legal instruments requiring signature.
- Leads the Town Board, fostering an effective and cohesive team.

Mayor Pro-Tem

- Elected by the Town Board at the first meeting following the election.
- Performs mayoral duties if the Mayor is absent or unable to serve.

All Board Members

- All Board members, including the Mayor and Mayor Pro-Tem, have equal votes except the Mayor votes only in the case of a tie.
- No Trustee has more power than another, and all should be treated with equal respect.

Board members are expected to:

- Honor their Oath of Office to uphold the constitutions and laws of the United States, the State of Colorado, and the ordinances of the Town of Kremmling.
- Attend all regularly scheduled Board meetings and work sessions; more than three absences in a year may result in sanctions.
- Participate fully in meetings and public forums, demonstrating respect, kindness, and courtesy.
- Prepare in advance for meetings and be familiar with agenda items and distributed materials.
- Represent the Town at ceremonial functions and as liaisons to other organizations as requested by the Mayor.
- Be respectful of others' time by staying focused and efficient during meetings.
- Serve as models of leadership and civility.
- Inspire public confidence in Town governance.
- Provide contact information for emergencies when out of town.
- Demonstrate honesty and integrity in all actions and statements.
- Participate in scheduled activities.

Policies and Protocol Related to Conduct

- Honoring Oath of Office: Board members must uphold their Oath of Office and adhere to all laws and ordinances relevant to their position.
- Respect for All Participants: Personal attacks and interruptions are never permitted. All participants must foster a constructive, respectful environment, ensuring everyone can share perspectives without fear of hostility.
- Attendance: Board members are required to attend all regular meetings and work sessions. Excessive absences may result in sanctions.
- Public Perception and Unruly Behavior: Maintaining a positive image and civility in public proceedings is crucial. Disruptive or disrespectful behavior will be addressed and may lead to removal or sanctions.
- Ceremonial Events: The Mayor serves as the official representative at ceremonial events, or the Mayor Pro-Tem if the Mayor is unavailable. Town staff coordinate such representation.
- Correspondence Signatures: Official responses to public correspondence are handled by staff and signed by the Mayor or appropriate staff. Anonymous letters are not accepted or acknowledged.
- Endorsement of Candidates: Board members may endorse candidates, but should not mention endorsements during official meetings or functions.

- Intergovernmental Relations: Board members should attend meetings with other entities to foster relationships. The Mayor may appoint liaisons, who must report monthly to the Board.
- Legislative Process: Meetings are managed using relaxed Robert's Rules of Order.
- Public Meeting Hearing Protocol: The Mayor manages public hearings, including time limits and speaker order. Board members may ask questions, but should reserve opinions until the hearing closes.
- Travel Expenses: The Town pays reasonable expenses for official travel; travel at the vendor's expense is prohibited. Board members must follow employee travel rules and cover expenses for non-official attendees.

Board Member Conduct with One Another

Board members come from diverse backgrounds and hold varied perspectives, but all serve to benefit the community. Even in disagreement, members should recognize their shared commitment to public service.

In Public Meetings

- Maintain civility, professionalism, and decorum in all discussions and debates.
- Criticize ideas, not individuals, and avoid any comments or actions that are belligerent, slanderous, or threatening.
- Behavior during meetings shapes public perception; avoid disruptions and demonstrate commitment to constructive dialogue.
- Engage actively by reviewing materials in advance and participating thoughtfully in discussions.
- Respect the Mayor's role in maintaining order and focus during meetings; voice objections respectfully and follow parliamentary procedures.
- If offended by another member, note the language and invoke a "point of personal privilege" for resolution.
- Use problem-solving approaches that seek compromise and benefit the community.
- Be punctual and keep comments relevant to agenda topics.

In Private Encounters

- Show the same respect in private as in public discussions.
- Exercise caution with written and electronic communications, recognizing their potential to become public.
- Remember that even private conversations can be observed and reflected on the Board.

Board Conduct with Town Staff

Effective governance relies on a cooperative relationship between elected officials and Town staff, where each fulfills their respective roles with mutual respect.

- Treat all staff as professionals, communicating honestly and respectfully.
- Direct requests for information or follow-up should be directed to the Town Manager, Town Attorney, or Department Heads, always keeping the Town Manager informed.
- Requests for staff follow-up should go through the Town Manager or Town Attorney; all Board members should have equal access to information.

- Any reports or complaints concerning matters that require Police Department involvement must be submitted through official channels, such as contacting the Police Department directly or utilizing established reporting procedures.
- Allow staff to present and respond to questions during meetings without interruption.
- Do not disrupt staff while they are engaged in their duties.
- Never publicly criticize an individual employee; concerns should be addressed privately with the Town Manager.
- Do not involve yourself in administrative decisions such as appointments, contracts, or permits.
- Check with staff before sending correspondence to ensure no official response is already underway.
- Only attend staff meetings if requested, to avoid perceptions of bias or intimidation.
- Be considerate of requests for staff support, respecting their time and priorities.
- All requests for additional staff assistance should be directed to the Town Manager to ensure proper resource allocation.
- Do not solicit political support from staff; any support given must be outside the workplace.

Board Conduct with the Public

In Public Meetings

- Welcome all speakers and treat them with care and respect, recognizing the emotional weight of some issues.
- Allocate speaking time fairly, with the Mayor determining and announcing limits at the start of hearings.
- No speaker is turned away unless they behave inappropriately; each may only speak once unless further clarification is requested.
- Demonstrate active listening and avoid body language or expressions that could be interpreted as dismissive or hostile.
- Ask for clarification, but avoid debates or arguments with the public; only the Mayor may interrupt speakers for order.
- The Mayor is responsible for maintaining order and calming situations as needed.
- Do not reveal personal opinions or inclinations about upcoming votes until after the public hearing is closed.
- Avoid personal attacks of any kind, maintaining respectful language and demeanor at all times.
- Follow established parliamentary procedures; the Town Attorney serves as parliamentarian.

In Unofficial Settings

- Do not promise Board action or staff intervention when speaking with constituents; provide overviews and refer specifics to staff.
- Avoid personal comments about other Board members in public.
- Remember that Board members are always observed by the community, and must model honesty and respect at all times.

Board Conduct with Other Public Agencies

- Clearly state whether representing the Town or personal interests when appearing before other agencies.
- Support the Town's official stance if representing the Town; withdraw from voting if representing another group whose interests conflict with the Town's.
- Official correspondence should use Town letterhead and be filed with the Town Clerk; do not use letterhead for personal or dissenting views.
- When contacting the police department, always clarify whether you are communicating on behalf of the Board regarding an official issue or stance, or if you are addressing a personal complaint or concern. This distinction helps maintain transparency and ensures that interactions are appropriately documented and handled.

Town Board Conduct with Other Boards and Commissions

- Value Boards and Commissions for their advisory roles and treat their members with appreciation and respect.
- Express only personal opinions when attending other Board or Commission meetings; avoid participating in quasi-judicial hearings.
- Do not lobby or contact Commission members to influence decisions; direct questions through staff.
- Appointments should be based on expertise and commitment, not used as political rewards.
- Be respectful of diverse opinions and fair to all citizens serving on Boards and Commissions.
- Keep political support out of public forums during official duties.
- Report inappropriate behavior of Commission members to the Mayor for counseling; continued issues may result in removal.

Board Member Conduct with the Media

- Never go "off the record" when dealing with the media; assume all statements can be quoted.
- The Mayor is the official spokesperson for the Town's position; Board members should clarify whether their comments are official or personal.
- Be cautious with words, avoiding personal slurs, swear words, or humor that could be misunderstood.

Sanctions

- Members of the public disrupting meetings may be barred or removed after a warning.
- Inappropriate staff behavior should be reported to the Town Manager for disciplinary action.
- Board members who repeatedly violate conduct may be reprimanded, censured, or sanctioned by the Board.
- Staff present at Board meetings must adhere to proper conduct and may be disciplined for infractions.
- A board member may be removed for personal inefficiency, neglect of duty, or misconduct in office, or if their actions or misconduct result in inefficiency affecting the entire board.

- Infractions by Board members should be addressed privately with the Mayor; if unresolved or if the Mayor is involved, refer to the Mayor Pro-Tem or the full Board.
- For violations outside Board observation, the Mayor may direct the Town Manager to investigate; next steps may include counseling, recommending sanctions, or establishing an ad hoc subcommittee.
- Items may only be brought before the Board if both the Mayor and Town Manager are in agreement.
- By a majority vote of all members of the board of trustees, the mayor, the clerk, the treasurer, any member of the board, or any other officer of the town may be removed from office. No such removal shall be made without a charge in writing and an opportunity of hearing being given unless the officer against whom the charge is made has moved out of the limits of the town. When any officer ceases to reside within the limits of the town, he may be removed from office pursuant to this section. (C.R.S. 31-4-307).

Principles of Proper Conduct

Proper conduct includes:

- Keeping promises
- Being dependable
- Building a solid reputation
- Participating and being available
- Demonstrating patience
- Showing empathy
- Upholding ethical principles under stress
- Listening attentively
- Studying thoroughly
- Maintaining integrity
- Overcoming discouragement
- Consistently going above and beyond
- Modeling professional behavior

Improper conduct includes:

- Showing antagonism or hostility
- Deliberately lying or misleading
- Speaking recklessly
- Spreading rumors
- Fostering divisiveness
- Acting in a self-righteous manner

Ultimately, proper conduct is rooted in respect: for individuals, differing opinions, the democratic process, and the community served.

Checklist for Monitoring Conduct

- Will my actions violate the trust, rights, or goodwill of others?
- What motivates my actions?
- Can I justify my conduct publicly with pride?

- How would respected individuals evaluate my conduct?
- Is my behavior fair and morally right? Will it harm someone's reputation or trust?
- Would I approve of this conduct if I were on the receiving end?
- Does my conduct build or erode trust?
- Am I willing to stand up for ethical principles and make them clear?
- Is my private conduct consistent with my public actions?
- Can I be proud of my example?
- Do I listen and understand other views?
- Do I address differing viewpoints constructively?
- Do I work toward resolving differences?
- Do I support and respect others' ideas?
- Will my conduct embarrass someone publicly?

Glossary of Terms

- Attitude: The manner in which one shows one's dispositions, opinions, and feelings
- Behavior: External appearance or action; manner of behaving; carriage of oneself
- Civility: Politeness, consideration, courtesy
- Conduct: The way one acts; personal behavior
- Courtesy: Politeness connected with kindness
- Decorum: Suitable; proper; good taste in behavior
- Manners: A way of acting; a style, method, or form; the way in which things are done
- Point of order: An interruption of a meeting to question whether rules or bylaws are being broken, such as the speaker straying from the current motion
- Point of personal privilege: A challenge to a speaker to defend or apologize for comments deemed offensive by another Board member
- Propriety: Conforming to acceptable standards of behavior
- Protocol: The courtesies established as proper and correct
- Respect: The act of noticing with attention; holding in esteem; courteous regard

Pledge to Follow the Town of Kremmling's Code of Conduct and Ethics for Elected Officials

The Town of Kremmling's Code of Conduct and Ethics establishes standards and guidelines for ethical behavior, clarifying what actions are permissible and what constitutes a breach of public trust. Members of the Board of Trustees are expected to maintain high ethical standards to ensure the public's confidence in the Town government and its officials.

By signing below, Board of Trustees members pledge to comply with the provisions and guidelines of this Code, including staying informed about its contents and adhering to all standards, policies, and associated training requirements for as long as they serve.

I, _____ pledge to comply with the Town of Kremmling's Code of Conduct and Ethics as originally adopted by the Kremmling Board of Trustees on _____, _____.

Signature _____ Date _____

Printed Name: _____

Address: _____

Phone Number: _____

TOWN OF KREMMLING
RESOLUTION NO. 2025-10-04

**A RESOLUTION APPOINTING A TOWN BUILDING OFFICIAL FOR
ADMINISTRATIVE ENFORCEMENT ACTIONS**

WHEREAS, the Town has adopted certain building codes, which authorize a building official to take administrative enforcement actions under such codes; and

WHEREAS, while the Town utilizes the Grand County Building Department for reviewing permit applications, issuing building permits, and building inspections, Grand County does not typically provide administrative enforcement services to the Town; and

WHEREAS, the Town has determined it is necessary to appoint a Town employee to serve as the Town Building Official to take administrative enforcement actions under the Town's adopted building codes, including without limitation, issuing violation notices, abatement orders, stop work orders, and stop occupancy orders.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF KREMMLING, COLORADO:

Section 1. The Town Manager or that person's designee shall serve as the Town's Building Official to take administrative enforcement actions under the Town's adopted building codes, including without limitation, issuing violation notices, abatement orders, stop work orders, and stop occupancy orders.

INTRODUCED, READ, and ADOPTED this 15th day of October, 2025.

TOWN OF KREMMLING, COLORADO

Wes Howell, Mayor

ATTEST:

Teagan Serres, Town Clerk

October 2025 - Public Works Staff Report

Parks & Recreation

- All park irrigation systems have been blown out and fully winterized for the season. In addition, all restroom facilities at the parks have been locked and winterized.
- Staff is utilizing the remaining warm weather for some proactive staining maintenance on the new pavilion. Staff is pursuing the addition of new gutters to help with the longevity of the structure.
- The sprinkler system upgrade at the southeast ball field has been completed. This project proved to be significantly more labor-intensive than initially anticipated. As a result, the northwest field upgrade has been postponed and is scheduled for completion next year.
- Staff attended the GOCO conference and is currently working on a concept paper for future funding opportunities.
- Final details are being completed on the Parks Master Plan draft. In addition, staff is gathering quotes for several important Conservation Trust Fund (CTF) projects.

Streets and Roads

- Staff has been diligently repairing right-of-way and drainage areas. Several ditches have been cleaned, and straw wattles have been installed to help prevent sediment from entering and clogging critical culverts.
- New west paving will begin the patch work 10/14 and should have the work completed by 10/17. Staff will utilize our road base allotment to offset costs and get as much black top as possible

Water

- Water production for September was 12.8 MGD. As a result of the ditch maintenance completed last month, the South Feeder Ditch has begun directing a small amount of water into Jones 2. This is a positive indication that the recent work will help maximize runoff capture during the spring season.
- The Colorado River Pump Station has been winterized. Also staff has put together a standard operating procedure that will ensure future employees can operate with minimal experience.
- Staff has been working in coordination with Element Engineering on the water model for the Sunrise annexation.



Town of Kremmling

Police Department Staff Report

October 2025

Department

- Calls for service have reduced significantly since the summer months. Officer-initiated activity has remained relatively constant at around 50 contacts as an average (KPD had 41 this month).

Personnel

- Officer Hicks attended the ITI Summit in Nashville, Tennessee. This technology-centric training event was paid for by the CIRSA Law Enforcement Endowment Grant. He is also scheduled to attend a similar training event in Denver in mid-October.
- Chief Lisenby and KPD officers filled in for SRO Elthorp in his absence during West Grand School's homecoming week events and activities.
- Officer Crocker attended two meetings with Grand County stakeholders about a mental health co-responder program. If successful, Grand County partners could have full-time mental health professionals available to respond along with law enforcement on mental health-related calls. A grant is being sought by Grand County EMS to help fund this program.

Code Enforcement

- Chief Lisenby, Police Technician Hassler, and Town Manager MacPherson conducted the first of a scheduled series of code enforcement meetings. The meeting resulted in Chief Lisenby making three code enforcement contacts to violators.

Projects

- Chief Lisenby continued working with Town Manager MacPherson and other department heads on the 2026 budget.
- The new police patrol vehicle (Chevy Tahoe) was delivered to KPD and is now awaiting being marked by Triple V Designs. It has been put into service.
- Chief Lisenby is actively working on the 2025 Policy Manual for the police department.
- Grand County Sheriff's Office is looking into buying into an e-citation program, including Granby PD and Fraser-Winter Park PD. KPD got a quote of approximately \$10,000 with approximately \$1,000 per year after the first year. Officer Hicks has been looking into this on behalf of KPD, and he feels it would pay for itself within the year. He offered to present this to the Board if it is of interest.
- KPD received a grant from JAG (already presented to the Board) for \$10,607 to purchase new Tasers for KPD officers. That amount is slightly less than the \$11,399 quote we received from Axon for two Taser units (4 units is \$20,798). KPD has funds available in Operating Expenses to pay the \$792 difference in the 2025 budget. Chief Lisenby intends on placing that order in the immediate future to ensure receipt of the items prior to the end of the grant cycle (July 2026).



Town of Kremmling

Police Department Staff Report

October 2025

Police Staff Report

The following tables depict the activities of the Kremmling Police Department for the month of September 2025:

Patrol Response	Number
Total Officer Response	120
Reports Written	16
Calls For Service	79
Officer Initiated	41

Violent Crimes	Number
Criminal Homicide	0
Rape	1
Robbery	0
Aggravated Assault	0

Property Crime	Number
Burglary	0
Theft	0
Motor Vehicle Theft	0
Arson	0

Enforcement (In Town and HVE)	Number
Traffic Stops	30
Total Citations	20
Total Summons	2
Total Arrests	5

Arrests	Number
Officer on View	2
Warrant Service	3

Summons	Number
Not Traffic Related	1
Traffic Violations	1

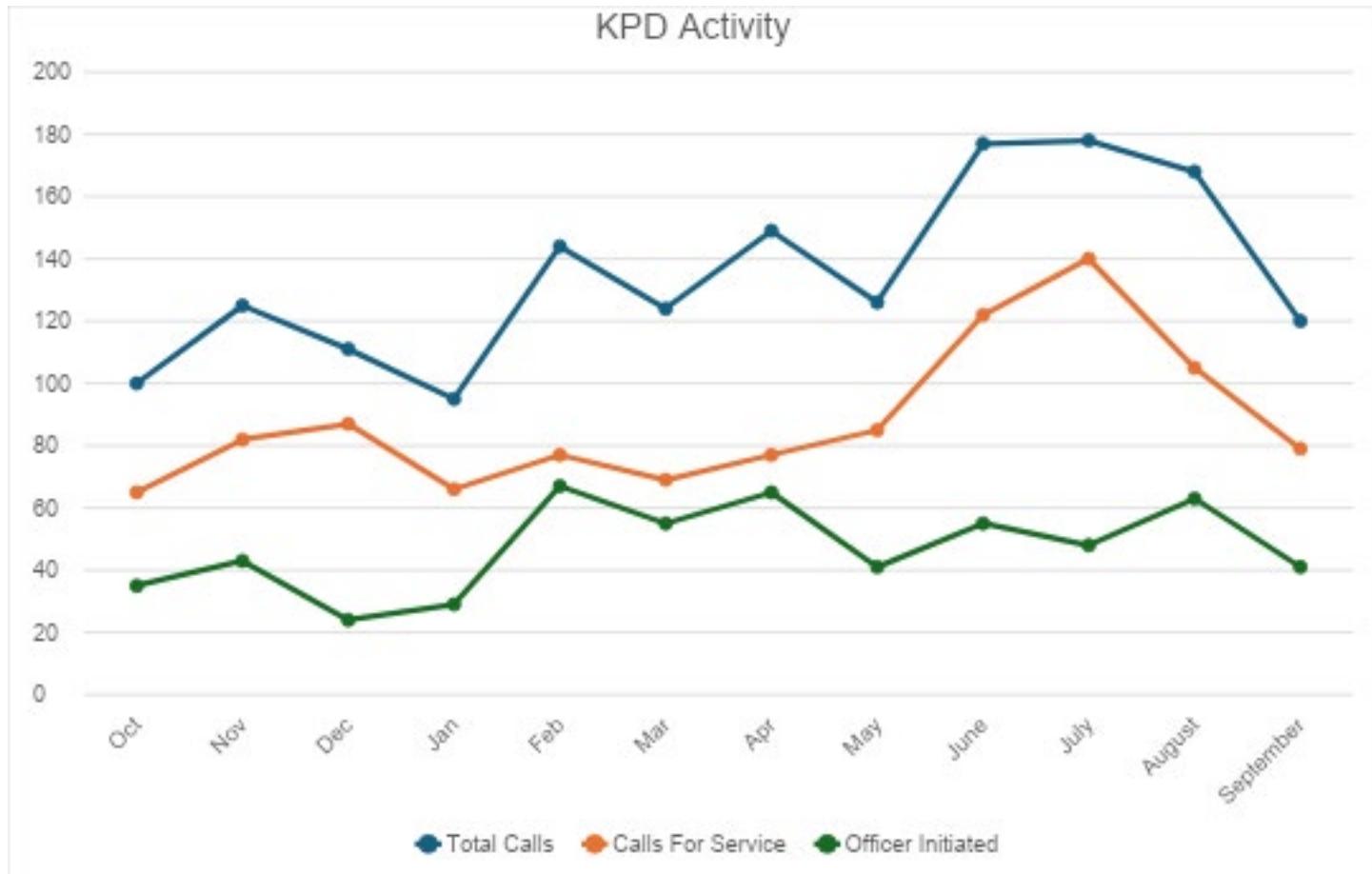
Public Services	Number
Open Records Request	3
VIN Inspections	4
Special Events	0



Town of Kremmling

Police Department Staff Report

October 2025



October 2025 - Town Clerk & Treasurer Staff Report

Town Clerk

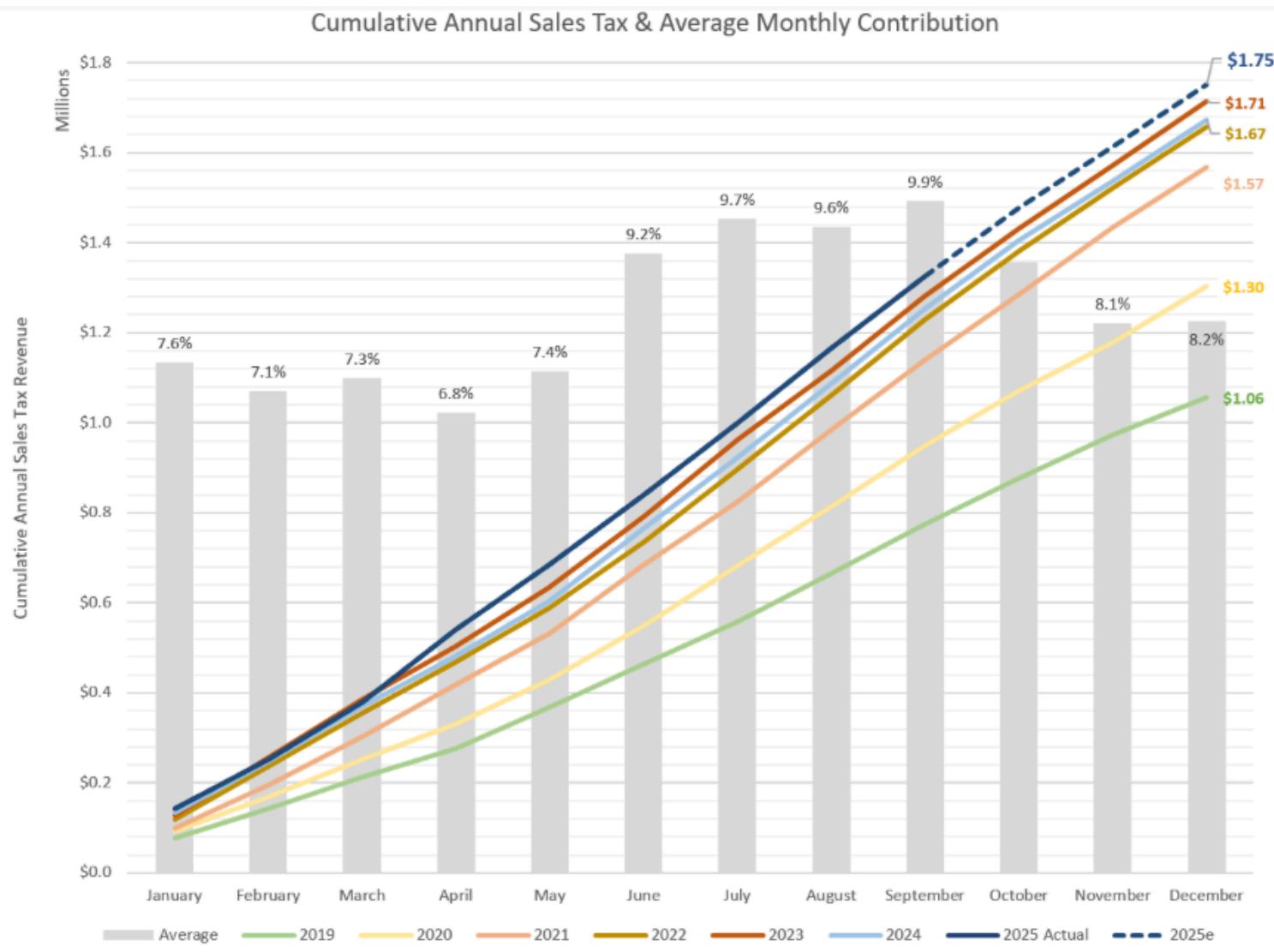
- Prepared various agendas, minutes, ordinances, resolutions, and memos for the Board of Trustees meetings, Planning and Zoning Commission, and Board of Adjustment meetings. Scheduled public hearings for the Board of Adjustment and Planning Commission for a variance and use by special review request for September.
- Reviewed one annual liquor license application for consideration at the Board meeting on October 15th.
- Assisted the Town Planner with record searches and various projects.
- Participated in several meetings with the Mayor, Town Manager, Town Planner, Public Works Director, and Chief of Police to discuss upcoming items, deadlines, Code Enforcement, and agendas.
- Facilitated one cremains burial and one plot purchase at the cemetery.
- Prepared the draft Board Code of Conduct and Ethics Agreement for staff review and Board review. Incorporated the requested amendments after the October 1st Work Session.
- Between September 13, 2025, and October 14, 2025, I provided Notary Public services 7 times and responded to 2 Colorado Open Records Act (CORA) requests during the same period.
- Updating multiple items on the website to ensure more information is ADA-compliant and accessible.

Treasurer

- A total of \$13,474 in tax liens were filed with the Grand County Treasurer on November 15, 2024. To date, \$4,338 has been received.
- The 2024 Audit for both the Town and Sanitation District was completed by the September 30th deadline. The report will be sent to the Board shortly, and the updated final 2024 actuals will be presented at the following quarterly finance report.
- Water Plant reporting and reimbursements are currently ongoing and proceeding smoothly. Payments for May - August have been made to the contractor, and the Town has received loan and grant reimbursements. The September payment application is in progress.
- Collaborating with the Town Manager and Planner to seek an additional \$50,000 in LPC funds to complete updates to the Municipal Code and Comprehensive Plan. Additionally, we have been exploring software options for community development and code enforcement while also establishing a plan and budget for the code updates.

- Prepared a budget amendment for the Board's consideration for the demolition of the 208 Eagle Avenue property. After the 2024 audit entries are finalized, staff will have the relevant information to prepare any additional necessary budget amendments.
- 2026 Budget Development with the Town Manager and other Department Heads.
 - In-depth review of employee benefits costs. Received the 2026 healthcare rates, which came to approximately a 6.5% increase across the board, including health, dental, and vision.
 - In-depth review of cost sharing and shared employees with the Sanitation District, assisting the Town Manager when needed regarding the updated IGA with the Sanitation District.
- Assisted the Town Manager with renewing the Workers' Compensation, property, casualty, and liability insurance with CIRSA.
- The sales tax received in September was \$153,616.32. This amount is slightly lower than in prior months; however, the revenue estimates remain on track to exceed the budget.

Collected	Received	2021	2022	2023	2024	2025
January	March	\$99,918.54	\$118,493.62	\$127,230.29	\$135,307.90	\$142,445.37
February	April	\$95,486.90	\$117,856.40	\$129,929.96	\$112,343.93	\$109,113.95
March	May	\$108,230.17	\$118,415.95	\$128,831.84	\$122,208.73	\$127,790.55
April	June	\$114,038.04	\$114,067.80	\$118,752.67	\$111,202.44	\$162,390.51
May	July	\$114,391.16	\$120,242.01	\$130,579.17	\$123,958.43	\$146,306.90
June	August	\$152,750.49	\$146,509.10	\$156,059.93	\$160,662.25	\$161,150.75
July	September	\$139,011.55	\$161,165.84	\$170,817.48	\$156,785.85	\$166,535.41
August	October	\$160,700.38	\$163,566.43	\$154,060.57	\$164,648.89	\$165,041.43
September	November	\$154,417.22	\$168,817.41	\$166,181.58	\$166,651.67	\$153,616.32
October	December	\$146,625.31	\$152,115.78	\$150,753.00	\$153,092.77	
November	January	\$148,085.59	\$141,550.48	\$138,329.03	\$130,626.15	
December	February	\$133,112.13	\$133,650.87	\$142,997.34	\$135,956.94	
Total		\$1,566,767.48	\$1,656,451.69	\$1,714,522.86	\$1,673,445.95	\$1,334,391.19



October Town Manager Update

Public Works / WTP

- Successfully built Owner's Contingency to \$260K, just over 50% of the targeted amount
- Evaluated current road improvement work & spent a day with the Public Works Director & Superintendent discussing snowplowing and paving plans for 2026
- Executed contract with MPEI to connect electrical services to the new WTP (\$120K) funded through owner's contingency and met with MPEI to discuss grant / funding opportunities to assist with this unexpected cost
- Submitted July pay app for \$716K following lengthy discussions with contractors
- Spent material amounts of time digging into water rates and system requirements

Finance

- Team successfully completed 2024 audit
- Catalogued PTO Cash Out, PTO Use, and other policy improvements for 2026
- Finalized 1st draft of model to be shared with the board
- Worked with Caselle to provide department heads with real-time updates
- Continued various clean up work required following turnover (unpaid bills, etc)
- Worked with team on capital requirements, health benefits, and deficit reduction

Planning

- Spending material time with Grand Cliffs re: SIA
- Supported KPD on code enforcement work, including abatement of one property
- Supported Planner / Public Works on evaluation of a developer's water model

Other

- Proposed initial framework for the Board Ethics guidelines
- Set up regular engagements with Confluence Connection
- Accepted interview request with KFFR
- Attended GCLD board meeting
- Executed 2 hangar leases
- Worked with Chief & Public Works Director to develop code enforcement strategy
- Implemented first working session of Code Enforcement Strategy
- Met with Grand Places 2050 at request of County Manager
- Attended GoCo meeting with Parks & Recreation Director to support grant application
- Evaluated renewed franchise agreement with MPEI
- Met with Sanitation District to discuss IGA and collaboration going forward

Action Register

- (4/16) Ensure zoning map is updated, then adopt by ordinance (target year)
Planner has sent the changes to the GIS mapper. Awaiting updated maps.
- (5/21) Gabby to pursue 2nd grant cycle for GOCO
Has been working on the concept paper and drafting a Parks & Recreation Master Plan.
- (5/21) Muddy Creek cabins (holding pattern)
Staff is conducting research on this.
- (6/4) Move the abatement process for unsafe property forward.
Engagement with counsel regarding abatement & probate process underway.
- (6/4) DOLA Prop 123 - pursue additional \$50K
DOLA has accepted the Resolution regarding the fast-track requirements and sent instructions on how to apply for the \$50K. Staff is in the process of building a plan and a budget for consideration.
- (6/18) Engine Brake Ordinance and Signage
Ordinance adopted. Signage is underway; it is in CDOT's court.
- (6/18) West Grand Recreation Foundation - they need to change their address or get an agreement in place to use the Red Mtn. Sports Complex address
Staff met with the Rec Foundation and notified them. They would like to keep using the address, and staff is working on an agreement for consideration.

- (8/3 - Budget WS) Hold Working Session on water rates
- (8/3 - Budget WS) Hold Working Session on mosquitoes
- (8/3 - Budget WS) Hold Working Session on Town Hall relocation
- (8/3 - Budget WS) Factor painting old Fire Hall into Capital budget
- (8/3 - Budget WS) Factor demolition of Eagle Building into Capital budget
- (8/3 - Budget WS) Factor commercial water meters into Capital budget
- (8/3 - Budget WS) Factor street repairs into Capital budget
- 9/17 - Follow up w/ MPH

- (10/1 - WS) Board Ethics: Add something about a proceeding and actions that impede a Board member's efficacy as a member. Consider that Mayor / Manager have to agree that a quasi-judicial proceeding is required. It is quasi-judicial.
- (10/1 WS) Board Ethics: Annual Approval of the board ethics pack
- (10/1) Grand Cliffs SIA: Amendments welcome, including Mgr approval for Townhomes
- (10/1 WS) Hold session to approve calendar for next year
- (10/1) Contact Craig Vendor to see about contracting directly with him - want the guy from Craig to come spray. Stage payments make it performance based. Long-acting larvacide



Town of Kremmling

200 Eagle Ave. | P.O. Box 538
Kremmling, CO 80459-0538
Office 970.724.3249
<https://townofkremmling.colorado.gov/>

TO: Honorable Mayor and Board of Trustees/Local Liquor Licensing Authority

FROM: Teagan Serres, Town Clerk & Treasurer

RE: Local Liquor Licensing Authority - October 15, 2025 Regular Meeting

Date: October 13, 2025

EXECUTIVE SUMMARY:

There is one liquor license application on the October 15, 2025, agenda: the annual renewal of the 1881 Tavern License at 413 Park Avenue.

SUMMARY:

1. Annual Renewal of 1881 Tavern License at 413 Park Avenue

1881 Tavern submitted their annual renewal for their liquor licenses. A review of the application found that the establishment is in good standing with the Colorado Secretary of State, is current with sales tax, and the Kremmling Police Department reported no issues directly related to the establishment's liquor licenses. The establishment has legal possession of the premises, and no issues or concerns were noted during a visual inspection of the premises.

STAFF CONSIDERATIONS:

Staff has identified the following options for Trustee consideration:

1. Approve the annual renewal of the 1881 Tavern license at 413 Park Avenue.
2. Postpone to hold a public hearing on the Renewal Application after the hearing is posted on the licensed premise for at least 10 days and notice has been provided to the applicant for at least 10 days prior to the hearing.
3. Deny the application for good cause. Good Cause for the purpose of denying a license renewal means:
 - a. The licensee or applicant has violated, does not meet, or has failed to comply with any of the terms, conditions, or provisions of article 3 or any rules promulgated pursuant to article 3;



Town of Kremmling

200 Eagle Ave. | P.O. Box 538
Kremmling, CO 80459-0538
Office 970.724.3249
<https://townofkremmling.colorado.gov/>

- b. The licensee or applicant has failed to comply with any special terms or conditions that were placed on its license in prior disciplinary proceedings or arose in the context of potential disciplinary proceedings;
- c. Evidence that the licensed premises have been operated in a manner that adversely affects the public health, welfare, or safety of the immediate neighborhood in which the establishment is located, which evidence must include a continuing pattern of fights, violent activity, or disorderly conduct.

FINANCIAL IMPACTS:

All application and license fees have been paid in full by the applicant for a total amount of \$175.00 to the Town.

ATTACHMENTS:

1. Annual Renewal of 1881 Tavern License at 413 Park Avenue



Kremmling Board of Trustees Regular Meeting

Agenda Item Cover Letter

Agenda Item:

Discussion & Action Item. Ordinance No. 730 An Ordinance Approving an Airport Hangar Ground Lease at Kremmling Airport - McElroy Airfield.

Department:

Town Manager Jen MacPherson and Town Clerk & Treasurer Teagan Serres

Executive Summary:

Grand County and Kremmling Airport, McElroy Airfield, would like to enter into an agreement for the sale of Hangar 6 to GMI, LLC, along with a twenty-five-year lease of Hangar 6.

Summary:

Since the Town is a part-owner of McElroy Airfield, the Board of Trustees must approve the ground lease of the new hangar. The lease term is twenty-five years, and according to Colorado Revised Statutes 31-15-713(1)(c), any lease of municipally owned property longer than one year requires approval by ordinance. Grand County and the Airport Advisory Committee have dedicated substantial time to negotiating the lease terms before submitting it to the Town. The lease was then reviewed by the Town's Attorney, who found the terms acceptable for the Town.

Financial Impacts:

N/A, annual rent for this hangar will be paid to the County.

Staff Recommendation:

1. Motion to approve Ordinance No. 730, An Ordinance Approving an Airport Hangar Ground Lease at Kremmling Airport - McElroy Airfield.
2. Motion to table Ordinance No. 730 An Ordinance Approving an Airport Hangar Ground Lease at Kremmling Airport - McElroy Airfield until the _____ meeting.
3. Deny approval.

Attachments:

Draft Ordinance No. 730 An Ordinance Approving an Airport Hangar Ground Lease at Kremmling Airport - McElroy Airfield.

Airport Hangar Ground Lease for GMI LLC

**TOWN OF KREMMLING
ORDINANCE NO. 730**

**AN ORDINANCE APPROVING AN AIRPORT HANGAR GROUND LEASE AT
KREMMLING AIRPORT – MCELROY AIRFIELD**

WHEREAS, the Board of Trustees has the power pursuant to Section 31-15-713(1)(c), C.R.S. to lease real estate owned by the municipality when deemed by the Board of Trustees to be in the best interests of the Town; and

WHEREAS, there has been proposed a multi-year Airport Hangar Ground Lease Agreement (the “Lease Agreement”) between the Town of Kremmling, GMI, LLC; and

WHEREAS, the Board of Trustees has determined that the proposed Lease Agreement is in the best interests of the Town.

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF KREMMLING, COLORADO:

Section 1. The proposed Airport Hangar Ground Lease Agreement (the “Lease Agreement”) between the Town of Kremmling, Grand County and GMI, LLC for the lease of the Town-owned property described in Exhibit A to the Lease Agreement is hereby approved in essentially the same form as the copy of such Lease Agreement accompanying this Ordinance.

Section 2. The Mayor is hereby authorized to execute the Lease Agreement, except that the Mayor is hereby further granted the authority to negotiate and approve such revisions to said Lease Agreement as the Mayor determines are necessary or desirable for the protection of the Town, so long as the essential terms and conditions of the Lease Agreement are not altered.

Section 3. The Mayor and Town Staff are further authorized to do all things necessary on behalf of the Town to perform the obligations of the Town under the Lease Agreement and to execute and deliver any and all documents necessary to effect the lease under the terms and conditions of the Lease Agreement.

INTRODUCED, READ, ADOPTED, APPROVED, AND ORDERED PUBLISHED BY TITLE ONLY this 15th day of October, 2025.

TOWN OF KREMMLING, COLORADO

Wes Howell, Mayor

ATTEST:

Teagan Serres, Town Clerk

AIRPORT HANGAR GROUND LEASE
KREMMLING AIRPORT—MCELROY AIRFIELD
(Aircraft Hangar to be constructed by Lessee)

THIS LEASE, is dated the ____ day of _____, 2025, by and between the Board of County Commissioners of the County of Grand, State of Colorado, the Town of Kremmling, (hereinafter collectively referred to as the "County" or "Lessor"), and GMI LLC, (hereinafter referred to as "Lessee"), all of whom are collectively referred to herein as the "Parties."

WITNESSETH

WHEREAS, Lessor is the owner and operator of the airport facility known as Kremmling Airport - McElroy Airfield (hereinafter referred to as the "Airport"); and,

WHEREAS, Lessee wants to lease a tract of ground at said Airport for the purpose of constructing and occupying a new and unused aircraft hangar.

NOW THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the Parties agree as follows:

1. LEASE OF LAND PARCEL. Lessor hereby leases to Lessee a parcel of land (hereinafter the "Leased Land") described in "Exhibit A", a copy of which is attached hereto and incorporated by reference as if set forth in full herein, and which is commonly known as Hangar Space Unit 6 (hereinafter referred to as the "Hangar") consisting of 1,000 square feet. Lessee shall have the right of ingress and egress over the Airport to and from the Hangar, at all reasonable times by routes of travel designated from time to time by Lessor and subject to the reasonable policies and procedures of Lessor. Such access shall also be subject to the applicable Federal and state rule, law, and regulation; this includes, but is not limited to, Federal Aviation Administration ("FAA") rules and regulations.

2. TERM.

A. Initial Term. The "Initial Term" of this Lease is twenty-five (25) years, commencing on 09/15/2025 and ending on 09/14/2050.

B. Lessee's First Option to Extend. Lessee shall have an exclusive option to extend the term of this Lease for an additional twenty-five (25) years (the "First Extension Term") provided the Lessee has complied with the terms herein on the date Lessee exercises its option.

Lessee shall provide written notice that it is exercising its option to Lessor, in the manner set forth below, no earlier than one (1) year and no later than six (6) months prior to the expiration of the Initial Term.

C. Lessee's Additional Options to Extend. Lessor may offer Lessee the option to extend this Lease for additional terms (the "Additional Extension Terms") subject to such conditions as the Parties may negotiate prior to the expiration of each such term.

D. Reversion to Lessors Upon Expiration of Lease Term. Upon expiration of the Lease Term (including any extensions thereof), ownership of the Hangar constructed by Lessee shall revert to Lessor, or, at the option of Lessor, be removed by Lessee at Lessee's expense within 6 months.

3. RENTAL RATE AND OTHER FEES.

A. Amount of Rent.

i. *First Year's Rent.* Lessee shall pay Lessor rent of \$73.94 based on the annual rental rate of \$0.3549 per square foot, on or before the Effective Date, which covers the Rent due for the partial year beginning on the Effective Date and ending on December 31, 2025.

ii. *Rent After the First Year.* Beginning with the second year on January 1, the amount of such rent due by Lessee shall be adjusted annually. Annual rent increases shall be based on the consumer price index for all urban consumers (or its closest successor index in the County's judgment) ("CPI-U").

B. Overdue Rent & Late Fees. Any rent overdue for more than thirty (30) days will incur a late fee of ten percent (10%) of the current annual rent. If overdue rent and late fees remain unpaid for more than 30 days after written notice is provided to Lessee of its failure to timely pay rent, Lessor may terminate this Lease. In the event the Lessor is required to initiate any collection procedures or incur other costs to collect any unpaid rent from Lessee, the Lessee shall pay all of the County's expenses in connection therewith, including reasonable attorney's fees and costs.

C. Utilities.

i. *Lessor Owned Meter.* If electric service is provided through a meter or meters owned by Lessor, Lessee shall be billed on or before January 31 of each year for the prior year's pro-rata share of the cost for electric service. Notice of Lessee's pro-rata share of electric service shall be made as set forth below. Unless stated otherwise therein, Lessee's share for the prior year shall be due to Lessor on or before the last day of February of the subsequent year.

ii. *Non-Lessor Owned Meter.* If electric service is not provided through a meter owned by Lessor, Lessee will be responsible for all costs to extend utility lines to the Hangar including all costs associated with connection fees, tap fees, meter fees, and any other fees that may be charged by the utility companies associated with the Lessee's Hangar.

D. Proration of Final Year. Utilities shall be prorated for the final year of the Lease Term if such be less than a calendar year. This provision shall apply regardless of whether due to natural expiration of the Lease Term, or termination of this Lease Agreement by one or more of the Parties.

4. IMPROVEMENTS AND USE.

A. Lessee shall build a Hangar upon the Leased Land in accordance with the "Hangar Plans" submitted to and approved by the Grand County Building Department, subject to the conditions set forth below. The Hangar Plans shall contain applicable details pertaining to site drainage, auto parking,

sidewalks, landscaping, specific site layout, construction details, fire protection systems, utility improvement plans, building design, architectural profiles showing shape and colors, and any other specific items as may be reasonably required by Lessor pursuant to the applicable building code(s). The improvements shall be constructed in a good and workmanlike manner and in accordance with applicable resolutions, rules, and regulations of the Airport, including Grand County Airport Hangar Construction & Safety Guidelines attached hereto and incorporated herein as Exhibit C. Lessee shall obtain all required permits and approvals including, but not limited to, applicable FAA clearances and approvals and a building permit issued by the Grand County Building Department within ninety (90) days of the date of this Lease, unless delayed by events outside of Lessee's control; otherwise this Lease shall be void and have no further force and effect. Lessee shall diligently take all steps necessary to ensure that the Hangar is completed, including with appropriate doors, and ready for occupancy within one (1) year. If an unqualified letter of occupancy is not provided to Lessor on or before the first anniversary of the commencement date of this Lease, Lessor may, at its option, terminate this Lease. Lessee has provided Lessor with a site plan indicating the specific layout and dimensions of the Hangar, and such plan is attached hereto and incorporated herein as Exhibit B. Lessee shall also submit to Lessor a complete set of as-built drawings for the Hangar within sixty (60) days of receiving a Letter of Occupancy. Finally, Lessee shall, not later than sixty (60) days after completion of construction of any structure, file a complete itemization of the cost thereof with the Grand County Assessor.

i. *Paved Apron.* As part of the Hangar construction, Lessee shall construct a paved apron in front of the Hangar. This apron area must be designed for a minimum weight bearing capacity of 12,500 pounds for single wheel gear (SWG) areas for single wheel aircraft or 68,000 pounds for dual wheel gear (DWG) areas for dual wheel aircraft. The aircraft apron area must be built to the full width of the Leased Land parcel, less the area required for the Hangar. This pavement area must be built so as to connect onto any adjacent ramp or auto parking area in order that a continuous and safe pavement section results. Construction of the paved apron must be completed within thirty (30) days from the issuance of the Letter of Occupancy by Grand County.

B. Lessor's Right of Access to Apron. Lessor reserves to users of the Airport the right to operate on Lessee's Hangar apron area at reasonable times for passage of aircraft on adjacent ramps or taxiways moving through this area of the Airport. Lessor reserves the right at any time it is deemed in the best interest of the Airport to allow others, including Lessor, to connect onto the apron built by Lessee with additional taxiways or ramp areas.

C. Authorized Uses of Hangar. The Hangar thereon shall be occupied by Lessee only as a facility for the storage of aircraft owned or leased by Lessee, maintenance of such aircraft, the construction of aircraft for personal use, and for any purpose reasonably related to such uses. Lessee may use the Hangar to park personal motor vehicles when aircraft is in use. Absent written consent of Lessor, Lessee shall have no right to utilize the Hangar other than as specifically allowed under this Section. In particular, the Hangar shall not be used for living quarters, aviation fixed base operations or any commercial aviation operation. If Lessee operates any commercial aviation activity within the Hangar without first obtaining written approval from Lessor, Lessor may immediately terminate this Lease Agreement.

D. Hazardous Materials. The storage and accumulation of flammable, explosive liquids or solids, waste, debris or other hazardous materials is not permitted within the Hangar or adjacent to the Hangar with the exception of those items needed for aircraft operation and maintenance. Lessee shall

maintain the Hangar in accordance with all applicable laws, orders, rules, ordinances and regulations of any agency having jurisdiction over environmental risks, materials handling, and wastes. The Lessee shall be responsible for all costs associated with mitigating any contamination of the soil or improvements thereon caused by the Lessee.

E. Alterations. Lessee will not alter, paint the exterior, or improve the completed Hangar except to the extent required to maintain its original state. Any alteration, painting of the exterior, or improvements must receive prior written approval from the Lessor.

F. Parking. Lessee shall not park or leave aircraft or vehicles on the taxiways or on pavement adjacent to the Hangar in a manner that unduly interferes with or obstructs aircraft or vehicle access to adjacent areas of the Airport. Parking of vehicles is permitted only in designated parking areas.

G. Aircraft Storage. No outside aircraft storage is allowed except in tie-down areas designated by Lessor.

H. Signs. No signs or advertising may be erected on the Hangar without the prior written consent of Lessor, other than any sign required to comply with rule, law, or regulation or the terms of this Lease Agreement.

5. MAINTENANCE OBLIGATIONS.

A. Repairs. Lessee, at its sole expense, shall keep the Hangar in good repair and maintenance, and in a safe, sanitary, orderly, and sightly condition. This includes, but is not limited to: exterior painting of structures in a color approved by Lessor; electrical; plumbing; roof and structural repair; and window replacements.

B. Snow Removal. Lessee is responsible for snow removal from the apron area for fifteen (15) feet in front of the Hangar along the entire width of the Hangar. Lessor may perform snow removal as a courtesy, but is not obligated to do so at any time. **Lessee agrees to indemnify and hold harmless Lessor for any damage to persons or property caused by such courtesy snow removal.** Lessor may cease to provide snow removal to Lessee or snow removal may not be provided on a particular occasion, at the Lessor's sole discretion. Lessor shall have the right to designate a snow storage area that is applicable to this Lease and Lessee shall comply with the designation. The Lessee acknowledges that unless Lessee demands in writing that the Lessor cease any such snow removal, the Lessor shall have no liability whatsoever for any damage to the Hangar caused by such snow removal.

6. TITLE TO HANGAR, REMOVAL OF EQUIPMENT. The Hangar constructed by Lessee shall be permanently and inseparably attached to the real property and title to same shall be vested in the Lessee during the Lease Term. However, upon termination of this Lease, title to all such improvements shall immediately vest in the Lessor unless Lessor chooses to require Lessee to remove any or all improvements and buildings at Lessee's expense. Notwithstanding this provision, Lessee may remove from the Hangar the following: aircraft; aircraft parts; and tools and equipment used in conjunction with the storage and maintenance of Lessee's aircraft, including, but not limited to, such items as compressors, cranes, and lift(s), so long as Lessee repairs any damage to the Hangar occasioned by such removal, and does not cause any structural damage or remove items permanently attached to the Hangar. The Lessor, in its sole discretion, shall determine whether Lessee shall remove the Hangar and return the ground to its original state, or whether the Lessor shall accept the Hangar at the termination of the Lease. If the Lessor decides not to accept the Hangar, notice shall be given to the Lessee within ten

(10) days after termination. Lessee shall have six (6) months thereafter to remove the Hangar and restore the Leased Land parcel. If Lessee fails to remove the Hangar within six (6) months of Lessor's request, then Lessor may pay for the removal of the Hangar and shall be reimbursed by Lessee for all costs of removal.

7. RIGHT OF INSPECTION. Lessor reserves the right to enter the Hangar during reasonable times and after prior notice of at least 24 hours, (unless in an emergency) for the purpose of inspecting and protecting such premises as is necessary and proper for the regular operation of the Airport, and in the exercise of said Airport's police power. This provision does not authorize entry, or the use of evidence found upon entry, by Lessors for civil or criminal legal purpose where a warrant would otherwise be required by Colorado or Federal law.

8. TAXES AND LICENSES. Lessee shall promptly pay all taxes and other legally required fees applicable to the Hangar, Lessee's personal property or to Lessee's operations thereupon.

9. LIENS.

A. Prompt Payment. Lessee shall promptly pay all amounts due under this Lease, and any debts or obligations incurred by it in connection with approved uses of the Hangar, and not to permit the same to become delinquent, or to suffer any lien, mortgage, judgment or execution to be filed against said property or improvements thereon which will in any way impair the rights of Lessor under this Lease. Lessee will not permit any mechanic's or materialman's lien to be foreclosed upon the Hangar, or any part or parcel thereof, by reason of any work or labor performed or materials furnished by a mechanic or materialman, unless otherwise required by law.

B. Posting Notice. Lessee shall post on the Hangar a Notice of County's non-liability that complies with Colorado Revised Statutes and common law for the purpose of preventing mechanics' or materialmen's liens from attaching to the County's interest in the Leased Land parcel, which Notice shall be first approved by County. Such Notice shall be conspicuously posted prior to the commencement of any improvement, delivery, construction, building, alteration, addition, removal and/or repair and Lessee shall ensure the Notice remains posted through and until completion of such work. If Lessee fails to post and maintain such Notice, Lessor shall have the right to enter the Hangar and post and maintain such notice at Lessee's expense.

Lessee shall provide to Lessor evidence of Lessee's ability to pay the entire cost of such work in such form and assurances as may be required by Lessor in the exercise of Lessor's reasonable discretion. Such evidence shall be provided prior to the performance of any work or delivery by any contractor or vendor.

10. INDEMNIFICATION AND HOLD HARMLESS. Lessee shall indemnify, hold harmless and, not excluding Lessor's right to participate, defend Lessor and its officers, officials, agents, and employees from and against any and all liabilities, claims, actions, damages, losses, or expenses; including without limitation reasonable attorneys' fees and costs (hereinafter referred to as "Claims"), for bodily injury or personal injury including death, or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful

acts or omissions of Lessee or any of its officers, directors, agents, employees, contractors, or others arising out of or related to Lessee's occupancy and use of the Hangar. It is the specific intention of the Parties that Lessor shall, in all instances, except for claims arising solely from the negligent or willful acts or omissions of Lessor, be indemnified by Lessee from and against any and all claims. It is agreed that Lessee will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable.

11. INSURANCE REQUIREMENTS.

Unless specifically waived herein, during the term of this Lease, and any extension(s) hereof, Lessee agrees that it will keep in force an insurance policy or policies, issued by a company authorized to do business in Colorado, in the kinds and minimum amounts, and in compliance and consistent with the other conditions specified below.

A. General Liability Insurance. General liability insurance, including bodily injury and property damage, must be maintained on the Hangar at all times, with minimum coverage of:

- i. Occurrence Basis Policy:** combined single limit of at least \$1,000,000;
- ii. Annual Aggregate Limit Policy:** Not less than \$1,000,000 plus agreement that the Lessee shall purchase additional insurance to replenish the limit to \$1,000,000 if claims reduce the annual aggregate below \$1,000,000; and
- iii.** Contractor shall maintain such insurance limit as is necessary to meet the Contractor's liabilities to Lessor under the Colorado Governmental Immunity Act, 24-10-101, et sec., C.R.S. as amended. Proof of such insurance shall be provided to the Lessor.

B. Aircraft Insurance. For any aircraft stored at the Hangar, Aircraft Liability Insurance, Bodily Injury and Property Damage Coverage, with a minimum limit of \$1,000,000 single limit each occurrence.

C. Lessor Approval of Insurance. Lessee shall submit proposed insurance policies to Lessors for approval. Lessors may approve such policies at their reasonable discretion, but shall approve such policies provided that:

- i.** The insurer has an AM rating in the "excellent" category.
- ii.** Lessor is named as an additional insured on all liability policies secured by Lessee.
- iii.** The insurance shall include provisions preventing cancellation without thirty (30) calendar days prior written notice to the Lessor sent by United State Postal Service First Class Certified Mail, Return Receipt Requested.

D. Other Insurance Conditions.

- i.** In the event of cancellation of any such coverage, the Lessee shall immediately notify Lessor of such cancellation.

- ii. On or before the Effective Date, Lessee shall provide additional insured endorsements and certificates of the required insurance coverage to Lessors; and shall provide updated certificates and endorsements to Lessor upon each renewal of each policy, or upon purchasing a new policy.
- iii. The Lessee shall maintain such other insurance as may be required by law.
- iv. Lessee shall not violate the terms or prohibitions of any insurance policy.
- v. The insurance requirements herein are minimum requirements for this Lease and do not limit the indemnity provisions contained in this Lease. Lessee is encouraged to purchase such additional insurance as Lessee deems prudent.
- vi. All policies shall be primary coverage for all claims and losses arising from the use, occupancy, and operation of the Hangar and the Airport. Any other insurance available to Lessor shall be excess and shall not contribute with insurance secured by Lessee.

E. Modifications to Coverage Requirements. The Parties agree that this is a long-term lease and that statutory requirements, insurance, and commercially reasonable practices will change over the term(s) of the agreement. Lessee hereby agrees that Lessor may change the minimum coverages required when: (1) statutory minimum insurance coverage requirements change; (2) changes to the Colorado Governmental Immunity Act require altering coverages and amounts of coverage; (3) when the industry standard minimum general liability coverage types or amounts change or when insurance practices change (e.g. to increase the "standard" fire-legal coverage amount provided in standard policies or to expand or restrict events covered in a type of policy).

12. DAMAGE OR DESTRUCTION.

A. Lessee's Options. If any portion of Hangar is damaged or destroyed, Lessee may, at Lessee's option:

- i. ***Repair Hangar.*** Elect to continue this Lease in full force and effect and undertake all necessary repairs and restoration of the damaged or destroyed property provided that Lessee restores any improvements upon the Hangar to its original condition and provided that such work is started within six (6) months of such calamity and completed within one (1) year of the time the restoration is commenced, unless Lessor agrees to a longer period in writing.
- ii. ***Terminate Lease.*** Provide written notice to County of intent to terminate this Lease consistent with the requirements, obligations, and other provisions of this Lease. If Lessee chooses this option, any and all insurance proceeds on the Hangar (excluding contents) shall belong to Lessor.

B. Lessee's Obligations.

- i. Lessee shall, within seven (7) days of discovering or otherwise gaining knowledge of any major property damage or destruction to the Hangar, provide Lessor written notice of such damage or destruction with as much particularity as reasonably practicable.

ii. Lessee shall, within thirty (30) days of serving the notice of discovery of damage or destruction required by this Section, provide written notice of Lessee's election to either terminate this Lease consistent with the terms and conditions of this Lease or undertake repairs and restoration consistent with the terms and conditions of this Lease, unless Lessors agree to a longer period in writing.

13. SURRENDER AND HOLDING OVER. Upon expiration of the Lease Term (and any extensions thereto), Lessee shall quit and surrender the Hangar in good state and condition, reasonable wear and tear excepted. Lessee further covenants and agrees that, except as provided in Section 6, all fixtures, improvements, equipment and other property brought, installed, erected, attached permanently or placed by Lessee in or on the Hangar shall remain on the Hangar as the property of the Lessor. The Lessor shall have the right on termination to enter upon and take possession of the Hangar thereon, with or without process of law, without liability for trespass. Should Lessee hold over with the written approval of the Lessor, such holding over shall be deemed merely a tenancy for successive monthly terms upon the same terms and conditions as provided in this Lease.

14. INCONVENIENCE DURING CONSTRUCTION. Lessee acknowledges that from time to time during the term of this Lease it will be necessary for Lessor to initiate and carry forward programs of construction, reconstruction, expansion, relocation, maintenance, and repair in order that the Airport and its facilities may be suitable for the volume and character of air traffic and flight activity which will require accommodation, and that such construction, reconstruction, expansion, relocation, maintenance, and repair may inconvenience or interrupt operations at the Airport. Lessee agrees that no liability shall attach to Lessor, its officers, agents, employees, contractors, subcontractors, and representatives by reason of such inconvenience or interruption, and for and in further consideration of the premises, Lessee waives any right to claim damages or other consideration therefore; provided, however, that this waiver shall not extend to, or be construed to be a waiver of, any claim for physical damage to property resulting from negligence or willful misconduct of Lessor or its agents.

15. PLACE AND MANNER OF PAYMENTS. In all cases where Lessee is required by this Lease to make payment to Lessor, such payments shall be made to Grand County either by hand to the Grand County Manager, or in the same manner as for delivering Notice to Lessor set forth below unless such other place has been designated by Lessor by notice in writing to Lessee. All payments shall be made by bank check or electronic transfer if agreed to in writing by Lessor. Lessee agrees to pay any bank charges made for the collection of any check or electronic transfer drawn on a closed or insufficiently funded account.

16. ASSIGNMENTS AND SUBLetting.

A. Assignment. This Lease may not be assigned or subleased in whole or in part. A sample Bill of Sale for Airplane Hangar, is attached hereto as "Exhibit C."

B. Long-Term Sub-Lease. Subject to written approval of the Lessor, Lessee may sublet the Hangar to a sub-lessee acceptable to Lessor, at its sole discretion. Provided, however, such sublease shall not release the Lessee from the provisions of this Lease. Any sublease must be for a term of more than six months. Lessee must pay a lease review fee of twenty-five dollars (\$25.00) to Lessor to review and consider approval of any proposed sub-lease.

C. Short-Term Sub-Lease. Sub-leases for periods of less than six months are allowed only when the Lessee has entered into an annual commercial amendment agreement with Lessor. Lessee may only opt into a commercial amendment in January of each year.

D. Other Conditions.

- i. Lessor shall not unreasonably withhold approval of a qualified Assignee.
- ii. Lessee may not convey any interest in the improvements independently from an assignment of the Lease or subletting of the Hangar.
- iii. After execution of a sub-lease or assignment, Lessee shall deliver a signed copy to Lessor for Lessor's approval.

17. AGREEMENTS WITH THE UNITED STATES OF AMERICA AND THE STATE OF COLORADO. This Lease is subject and subordinate to the terms, reservations, restrictions, provisions, and conditions of any existing or future agreements between Lessor, the United States of America, and the State of Colorado, related to the operation of the Airport.

18. DISPUTES, DEFAULT AND REMEDIES.

A. Default. Default is defined as any one of the following events:

- i. Failure by the Lessee to pay any rent, utility costs, or other fees as set forth in Section 3 and elsewhere in this Lease agreement within thirty (30) days after the same becomes due pursuant to this Lease;
- ii. Failure by any Party to perform any of its obligations under this Lease that is not cured within thirty (30) days after written notice from the other Party or Parties specifying such failure and requesting that it be remedied, unless the injured Party or Parties agree in writing to an extension of such time prior to its expiration;
- iii. If the failure stated in the notice cannot reasonably be corrected within the thirty (30) day period through no fault of the defaulting party, the injured Party shall consent to a reasonable extension of such time.
- iv. The filing by Lessee of any petition under the Federal Bankruptcy Act or any amendment thereto, including a petition for reorganization or any of the following:
 - The commencement of any proceeding for dissolution or for the appointment of a receiver; or,
 - The making of an assignment for the benefit of creditors.
- v. Abandonment of the Hangar, or a material part thereof, by Lessee.

B. Lessor's Remedies. Whenever any event of default referred to in this Section of this Lease shall have happened and not be timely cured, Lessor's may, without any further demand or notice, take one or any combination of the following remedial steps. Except as otherwise provided herein, no right or

remedy conferred hereunder shall be considered exclusive of any other right or remedy and each and every right and remedy shall be cumulative and in addition to any other right and remedy given hereunder, or now or hereafter existing at law or in equity or by statute.

i. *Termination.* Lessor may terminate this Lease and demand that Lessee vacate and surrender possession of the Hangar within three (3) days of such notice. On such date all of the Lessee's and Lessor's rights and obligations under this Lease, except as expressly reserved, shall cease. Lessor's written notice shall operate as a notice to quit, and Lessor may proceed to recover possession, or effectuate removal, of the Hangar by any lawful means, including by re-entry and repossession. The obligation of the Lessee to pay, and the right of Lessor to recover, all rents, additional rents and other charges accrued up to the time of termination or recovery of possession by Lessor, whichever is later, together with the costs of collection, including attorney's fees and costs, shall survive termination of the Lease.

ii. *Entry and Possession.* Without further notice, except as required by law, Lessor may re-enter and take possession of the Hangar, or any part thereof, and repossess the same and expel the Lessee and those claiming through or under the Lessee and remove the effects of either or both without being deemed guilty of any manner of trespass, without being deemed to have elected to terminate this Lease, and without prejudice to any remedies for arrears of rent and fees due, preceding breaches of covenants, or loss of profits. Lessor may, from time to time, without terminating this Lease, re-let the Hangar or any part thereof on behalf of the Lessee, for such term or terms and at such rent or rents, and upon such other terms and conditions as Lessor may deem advisable in its sole discretion, and with the right to make alterations and repairs to the Hangar.

iii. *Recovery.* Lessor may recover from the Lessee:

- That portion of rents and additional rents which would otherwise have been payable herein along with any other fees owed pursuant to the terms of this Lease, as well as any unpaid utility fees Lessee may be responsible for, during any period in which the Lessee continues to occupy, use or possess the Hangar, and;
- Rents and additional rents which would otherwise have been payable by the Lessee herein during the remainder of the term of this Lease, and;
- The reasonable costs and expenses of exercising Lessor's rights herein, including reasonable attorneys' fees.

C. Lessee's Remedies. Lessee may recover from the Lessor the reasonable costs, and expenses of exercising Lessee's rights herein, including reasonable attorneys' fees.

D. Choice of Law. This Lease Agreement shall be interpreted under the laws of the State of Colorado.

E. Jurisdiction and Venue. The Parties each irrevocably agree to the jurisdiction of the Grand County, Colorado courts to resolve any disputes arising under this Lease Agreement.

19. TERMINATION BY MUTUAL CONSENT. The Parties may agree to the mutual termination of this Lease on any terms and subject to any conditions that they may agree to in writing.

A. If Lessee abandons the Leased Land Parcel, the County may at its option cancel and terminate this Lease, or may, without terminating the Lease, enter upon and take possession of the Leased Land parcel with or without process of law and without liability for trespass.

B. At the County's option, the County may terminate this Lease by giving written notice thereof upon Lessee's default in the timely payment of rent or any other fees due pursuant to Section 3, or any other provision, of this Lease.

20. NOTICE. Unless prior written consent to an alternative method (such as electronic mail) is provided by the affected Party or Parties, all notices required to be given to any Party shall be in writing and be personally delivered or sent by United States Postal Service First Class Mail as follows:

If To Lessors:

Grand County Board of County Commissioners
PO Box 264
Hot Sulphur Springs, CO 80451
gcairports@co.grand.co.us

If To Lessee:

GMI LLC
495 County Road 1012
Silverthorne, CO 80498
timvermeer@hotmail.com

Notice shall be deemed given on the date of emailing, mailing, or on the date of personal delivery. Any Party may designate in writing supplementary persons or addresses in connection with notices upon proper written notice to all other Parties.

21. COMPLIANCE WITH LAWS AND AIRPORT RULES AND REGULATIONS.

Lessee shall comply with the Airport Rules and Regulations, including the Security Manual, all applicable FAA regulations, and all amendments thereto, if and when adopted. In occupying the Hangar, including constructing improvements thereon, Lessee shall comply with all laws, orders, rules, ordinances and regulations applicable to the construction and occupancy of said Hangar.

22. FEDERAL AVIATION ADMINISTRATION ("FAA") REQUIRED LEASE PROVISIONS.

A. Lessor reserves the right to further develop or improve the landing area of the Airport as it sees fit, regardless of the desires or view of Lessee, and without interference or hindrance from Lessee.

B. Lessor reserves the right, but shall not be obligated to Lessee, to maintain and keep in repair the landing area of the Airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of Lessee in this regard.

C. This Lease agreement shall be subordinate to the provisions and requirements of any existing or future agreement between Lessor and the United States, relative to the development, operation, or maintenance of the Airport.

D. Lessee agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations with respect to the Hangar.

E. It is understood and agreed that nothing contained in this Lease shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act.

F. There is hereby reserved to Lessor, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Hangar, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation or flight in the air, using said airspace for landing at, taking off from, or operating on the Airport.

G. By accepting this Lease agreement, Lessee expressly agrees for itself, its successors and assigns that it will not erect nor permit the erection of any structure or object nor permit the growth of any tree on the Hangar property above that elevation established by Lessor and the FAA. In the event the aforesaid covenant is breached, Lessor reserves the right to enter upon the Hangar and to remove the offending structure or object, or cut the offending tree, all of which shall be at the expense of the Lessee.

H. Lessee will not make use of the Leased Land parcel in any manner which might interfere with the landing and taking off of aircraft from the Airport or otherwise constitute a hazard. In the event the aforesaid covenant is breached, Lessor reserves the right, without notice, to enter upon the Hangar and cause the abatement of such interference at the expense of the Lessee.

23. LESSEE'S DUTY TO NOTIFY OF NOISE ABATEMENT REQUIREMENTS.

Lessee shall notify all pilots (whether Lessee's agents or third-parties) operating Lessee's aircraft, and all sub-lessees operating in and out of the Airport of the Airport Noise Abatement Plan, if and when adopted, provide a copy of the same, and state that compliance with the same is mandatory.

24. RELOCATION BY LESSOR. In the event that future development of the Airport requires that any part of the Hangar be devoted to a different use, Lessor shall have the right, upon at least six (6) months advance written notice to Lessee, to relocate the Hangar, including the contents of and any appurtenances to the same (or replaced by contents or appurtenances of equal value), at Lessors' sole expense. Said relocated Hangar shall be of equal value, no less area, and as conveniently located as is reasonable, considering all demands for space at the Airport. Lessee may reject the move and instead elect to terminate this Lease Agreement by giving notice to Lessor within thirty (30) days of receiving notice of the move.

25. AVAILABILITY OF GOVERNMENTAL FACILITIES. In the event the existence, maintenance or operation of air navigation aids or other facilities supplied or operated by the United States of America or the State of Colorado at or in conjunction with the Airport are discontinued, Lessor shall have no obligation to furnish, provide, or operate such aids or facilities.

26. MISCELLANEOUS PROVISIONS.

A. The terms and obligations of this Lease shall be binding on the assigns, transferees, heirs, executors, successors, and trustees of the Parties hereto.

B. No failure to strictly enforce the terms of this Lease shall be deemed a waiver by any party. Only an express, written waiver executed by a Party is valid and enforceable. No waiver by a Party of any failure by any other Party to comply with any term or condition of this Lease shall be construed to be a waiver of any other failure by that Party to comply with the same or any other term or condition of this Lease.

C. In the event possession of the Hangar is assumed by the United States of America, or other authorized agency, under any emergency powers, the annual payments due under this Lease shall abate proportionately for the period of such possession. In such event, the Lessee shall not be responsible for any of the other provisions of this Lease until possession by the United States of America shall terminate. However, if Lessee is reimbursed by the United States of America or other authorized agency for its assumption of possession, then the rental provisions of this Lease shall remain in effect, but provided further, however, that if said reimbursement is less than the amount of rental herein provided, the Lessee shall be required to pay to Lessor only such amount of reimbursement as it shall receive from the United States of America or other authorized agency.

D. The Federal Aviation Administration and Lessor are hereby granted the right and privilege by Lessee to place on and around the above-described Hangar, without cost to the Lessee, whatever instruments and equipment they desire during the terms of this Lease, so long as said instruments or equipment do not unreasonably interfere with the intended use of the Hangar by the Lessee.

E. The Lessee for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no person on the grounds of race, color, national origin, gender, sexual orientation, or age shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the use of said facilities; (ii) that in the construction of any improvements, on or over, or under such land, and the furnishing of services thereon, no person on the grounds of race, color, national origin, gender, sexual orientation, or age shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and; (iii) that the Lessee shall use the Leased Land parcel in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

F. All amendments to this Lease must be made in writing and executed with the same formality as this original Lease; verbal agreements or amendments shall have no force or effect whatsoever unless ratified in writing by the Parties.

G. Lessor shall have no responsibility or liability to furnish any services to Lessee other than those specified in this Lease, but Lessee may negotiate with Lessor for any additional services it may request and shall be liable to pay any additional consideration negotiated by separate contract.

H. This Lease is subject to the laws, rules and regulations of the State of Colorado.

I. The Parties hereto understand and agree that the County is relying on, and does not waive or intend to waive any provision of this Lease, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act et seq., as from time to time amended, or otherwise available to the County, its subsidiary, associated and/or affiliated entities, successors, or assigns; or its elected officials, employees, agents, and volunteers.

27. ENTIRE AGREEMENT. This Lease constitutes the entire understanding between the Parties with respect to the subject matter hereof, and supersedes completely all negotiations, discussions and prior agreements, oral and written, between the Parties with respect to the subject matter hereof. This Lease may not be amended, modified, or changed, and no waiver of any provision hereof shall be effective, except by an instrument in writing and signed by the Lessor and the Lessee.

28. NO THIRD-PARTY BENEFICIARIES. This Lease is not intended to benefit, and does not benefit, any persons or entities other than the Parties.

29. ADVICE OF COUNSEL AND JOINT AUTHORSHIP. The Parties have been advised, and understand, they should each be represented by competent legal counsel, and have had an opportunity to consult with counsel prior to entering into and signing this Lease. This Lease is a product of the negotiation of the Parties and shall not be construed in favor of, or against, any Party hereto.

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be executed as of the day and year first written above.

LESSOR:

THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GRAND, STATE OF COLORADO

By: _____

Chair of the Board of County Commissioners

THE TOWN OF KREMMLING, COLORADO

By: _____

Chair of the Town Council

LESSEE
By: 

Exhibits:

- A Legal Description
- B Site Plan
- C Bill of Sale for Airplane Hangar

Kremmling Airport Ground Lease

Rev.: 03-19-25

LEGAL DESCRIPTION

Of the perimeter of an existing hangar building at the Kremmling Airport, being a part of the NE1/4NE1/4 Section 17, Township 1 North, Range 60 West of the 6th PM, Grand County, Colorado, described as follows:

Beginning at the northeast corner, whence the Northeast corner of Section 17, being a BLM brass cap, bears North 11 degrees 52 minutes 07 seconds East for a distance of 349.30 feet;

THENCE South 00 degrees 17 minutes 30 seconds West for a distance of 318.5 feet to the southeast corner;

THENCE North 89 degrees 48 minutes 44 seconds West for a distance of 35.7 feet to the southwest corner;

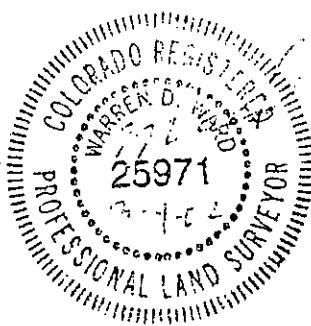
THENCE North 00 degrees 17 minutes 00 seconds East for a distance of 318.5 feet to the northeast corner;

THENCE South 89 degrees 47 minutes 23 seconds East for a distance of 36.7 feet to the point of beginning.

Together with and subject to covenants, easements, and restrictions of record.

Said property contains 0.26 acres more or less

Produced March 4, 2002
Warren D. Ward, PLS
Grand County Surveyor
Hot Sulphur Springs, CO



THIS DOCUMENT OR PARTS THEREOF ARE NOT TO BE ACCEPTED FOR RECORDING ONLY BECAUSE THE CLERK OR CLERKS
TO BE SUFFICIENT FOR HIS PURPOSE. QUALITY OF REPRODUCTION OR THE
RECORDED DOCUMENT WILL NOT BE THE FAULT OF THIS OFFICE.

Eagle Street

N.E. CORNER BLM BC
SEC. 17
TIN R80W

35.9°	④	③	②	35.7°	35.5°	35.7°	318.5°	HANGARS 1 - 13	318.45°	300° 17' 30" N
300° 15' 11" W	163.5°				153.5°					

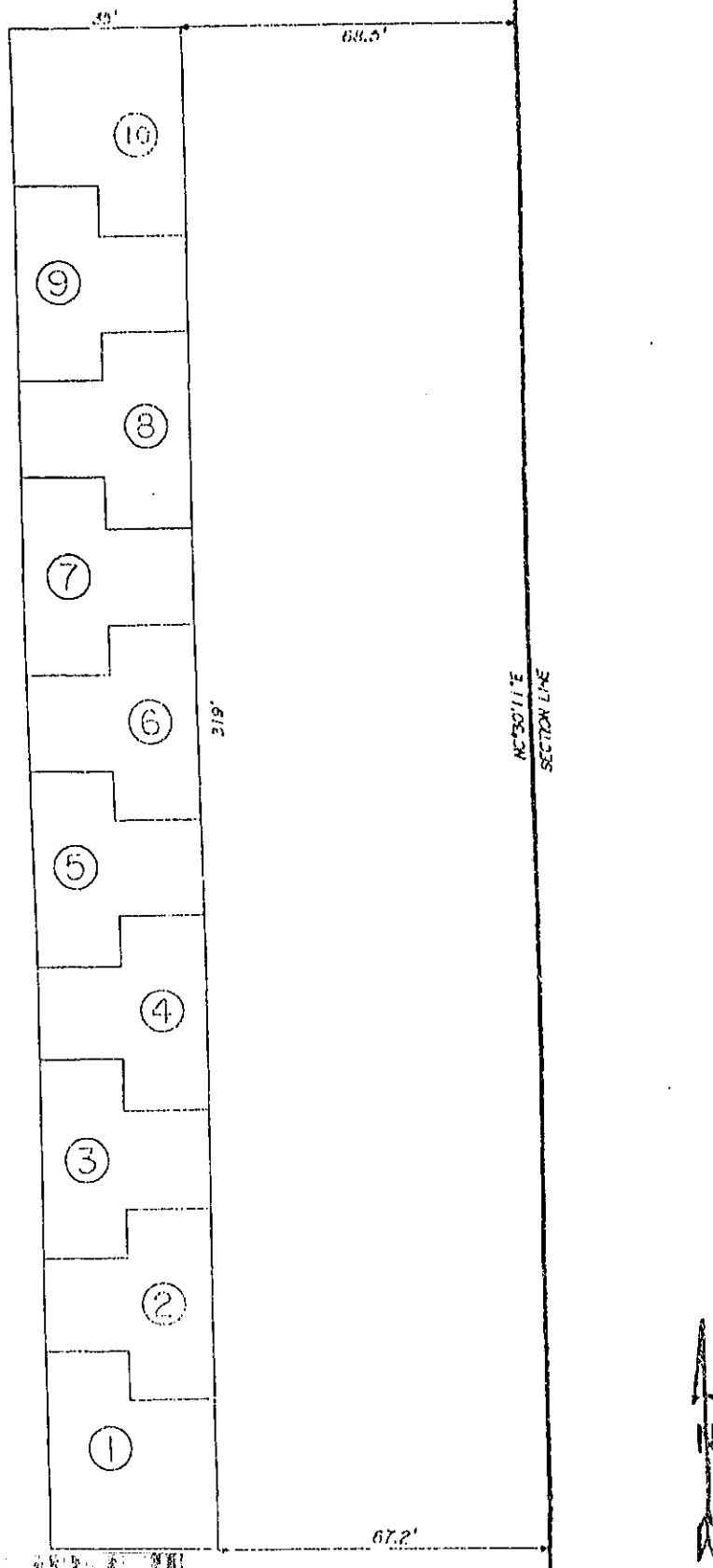
60.0'
TERMINAL
80.4'
80.4'
BLD
59.8'

THIS DOCUMENT OR PARTS THEREOF ARE PHOTO COPIES AND ARE NOT
ACCEPTED FOR RECORDING ONLY BECAUSE OF THE QUALITY OF THE DOCUMENT.
TO BE SUFFICIENT FOR HIS PURPOSES, THE CLERK OF THIS OFFICE,
RECORDED DOCUMENT WILL NOT BE THE FAULT OF THIS OFFICE.

MAP OF HANGER SITE No. 6
McELROY FIELD, KREMMLING, COLORADO

TIN, RING
6111 FAL

EXHIBIT A TO HANGER LEASE AGREEMENT



THIS DOCUMENT OR PARTS THEREOF ARE SUBMITTED FOR RECORDING. THE
ACCEPTED FOR RECORDING ONLY BECAUSE THAT THE
QUALITY OF RECORDING IS
TO BE SUFFICIENT FOR HIS PURPOSE. THE FAULT OF THIS OFFICE
RECORDED DOCUMENT WILL NOT BE THE FAULT OF THIS OFFICE.

"EXHIBIT C"
BILL OF SALE FOR AIRPLANE HANGAR

IN CONSIDERATION OF the sum of \$ _____ paid to me and hereby receipted for, I _____ (Seller) have on this _____ day of _____, 20____, sold to (Buyer), whose address is _____, one (1) airplane Hangar known as Hangar No. _____, located at Kremmling Airport - McElroy Airfield, Kremmling, Colorado, and more particularly described on "Exhibit A" attached hereto and incorporated by reference as if set forth in full herein.

Seller: _____ Buyer: _____

Seller: _____ Buyer: _____

The foregoing instrument was acknowledged to before me this _____ day of _____, 20____, by _____ and _____.

My Commission Expires: _____

Witness my Hand and Official Seal.

Notary

Address



Kremmling Board of Trustees Regular Meeting

Agenda Item Cover Letter

DATE: October 15, 2025

AGENDA ITEM:

An Ordinance Granting a Non-Exclusive Electric Utility Franchise to Mountain Parks Electric, Inc. – Adopt on First Reading and Set Second Reading for November 19, 2025

DEPARTMENT:

Melinda Culley, Town Attorney

EXECUTIVE SUMMARY:

Staff is requesting that the Board review and provide comments on a proposed franchise with Mountain Parks Electric, Inc. (MPEI). No action is required tonight, and the franchise will be brought back to the Board for action at a later date.

SUMMARY:

The Town's existing electric franchise with MPEI has expired, and we have been working with MPEI's general counsel on a new franchise (the "Franchise"). The new Franchise is similar to the Town's prior franchise with MPEI and includes the following terms:

- **Non-exclusive.** Grants MPEI a non-exclusive franchise to furnish, sell, and distribute electricity and provide street lighting within the Town.
- **Term:** Expires on February 1, 2049.
- **Franchise fee:** Provides that the Town will receive a franchise fee equal to 2% of revenue received from electric sales within the Town (same as prior franchise) on a quarterly basis. The Town has the right to request an adjustment to the franchise fee every five years (or sooner in the event of a disaster or other unexpected event). According to MPEI, all Grand County municipalities receive a 2% franchise fee, except Hot Sulphur Springs, which receives 3%.
- **Recreation areas:** Requires written consent from Town to install electric facilities in Town parks, open space, and recreation areas.
- **Relocation of MPEI facilities:** Requires MPEI, at its expense, to relocate electric facilities when "necessary for the public's health, safety, and welfare, to make a public use of rights-of-way, easements or streets, to construct a public improvement, or to build a public project."
- **Undergrounding:** Requires that newly constructed distribution lines serving newly annexed residential subdivisions to be placed underground.
- **Conduit:** If MPEI is installing new underground conduit, the Town can have MPEI install similar conduit and pull wire for the Town (at Town's expense).



Kremmling Board of Trustees Regular Meeting

Agenda Item Cover Letter

Procedure for adoption: State law requires that the Franchise be approved by ordinance and requires a first and second reading of the ordinance. Notice of MPEI's intent to apply for the franchise must be published in the newspaper for three weeks before the first reading, and then additional publications are required between the first and second readings. We're planning on scheduling the first reading for October 15 and second reading on November 19.

FISCAL IMPACT:

The Franchise requires that a 2% franchise fee be paid to the Town.

STAFF RECOMMENDATION:

Staff recommends the Board adopt the following motion: **"I move that the Board of Trustees approve Ordinance No. ____, An Ordinance Granting a Non-Exclusive Electric Utility Franchise to Mountain Parks Electric, Inc. on first reading and set the second reading for November 19, 2025 and that the Ordinance be published as provided by statute."**

ATTACHMENTS:

Ordinance

TOWN OF KREMMLING
ORDINANCE NO. _____

AN ORDINANCE GRANTING A NON-EXCLUSIVE ELECTRIC UTILITY FRANCHISE TO
MOUNTAIN PARKS ELECTRIC, INC.

WHEREAS, the Town of Kremmling previously granted an electric franchise to Mountain Parks Electric, Inc. (MPEI) by Ordinance No. 467; and

WHEREAS, the Town and MPEI and the Town have negotiated a new franchise to continue MPEI's authority to provide electric utility services within the Town; and

WHEREAS, the public notice requirements set forth in Title 31, Article 32 of the Colorado Revised Statutes have been met; and

WHEREAS, the Board of Trustees of the Town of Kremmling finds that the Town's grant of an electric franchise to MPEI is in the best interests of the Town and its residents and will meet the Town's future electric related needs.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF KREMMLING, COLORADO:

Section 1. The proposed franchise by and between the Town and Mountain Parks Electric, Inc. (MPEI) is hereby approved in the form of such franchise attached hereto and incorporated herein by reference, and the Board hereby authorizes the grant of franchise therein contained subject to and upon the terms and conditions of said franchise. The Mayor is authorized to execute the franchise on behalf of the Town.

INTRODUCED, READ, ADOPTED ON FIRST READING THIS _____ day of _____, 2025.

SECOND READING WILL BE HELD THE _____ day of _____, 2025, AT 6:00 P.M. AT _____.

READ, PASSED, ADOPTED ON SECOND READING, AND ORDERED PUBLISHED BY TITLE AND POSTED ON THE TOWN'S WEBSITE THIS _____ DAY OF _____, 2025.

ATTEST:

Teagan Serres, Town Clerk

TOWN OF KREMMLING:

Wes Howell, Mayor

Article 1. Definitions

§ 1.0. Definitions.

Article 2. Grant of Franchise

- § 2.1. Grant of Franchise.
- § 2.2. Scope of Grant.
- § 2.3. Street Lighting Service.
- § 2.4. Term of Franchise.
- § 2.5. Recreation Areas.
- § 2.6. Trees and Shrubs.
- § 2.7. Franchise Not Exclusive.
- § 2.8 Municipally Produced Utility Service.

Article 3. Franchise Fee

- § 3.1. Franchise Fee.
- § 3.2. Payment Schedule.
- § 3.3. Change of Franchise Fee and Other Franchise Terms.
- § 3.4. Franchise Fee Payment in Lieu of Other Fees.
- § 3.5. Contract Obligation.
- § 3.6. Audit of Franchise Fee Payments.

Article 4. Supply, Construction and Design

- § 4.1. Supply of Electricity.
- § 4.2. Restoration of Service.
- § 4.3. Obligations Regarding Company Facilities.
- § 4.4. Excavation and Construction.
- § 4.5. Relocation of Company Facilities.
- § 4.6. Service to New Areas.
- § 4.7. Subdivision Review.
- § 4.8. Technological Improvements.
- § 4.9. As-Built Drawings.

Article 5. Compliance

- § 5.1. Town Regulation.
- § 5.2. Compliance with Town Requirements.
- § 5.3. Town Review of Construction and Design
- § 5.4. Compliance with Tariffs.
- § 5.5. Inspection.

Article 6. Affect of Franchise on Tariffs.

- § 6.1. Company Tariffs.

Article 7. Reports to Town

- § 7.1. Bills.
- § 7.2. Copies of Tariffs.

Article 8. Town Use of Company Facilities

- § 8.1. Town Use.
- § 8.2. Underground Conduit.

Article 9. Indemnification of the Town

- § 9.1. Town Held Harmless.
- § 9.2. Payment of Expenses Incurred by Town in Relation to Ordinance.
- § 9.3. Financial Responsibility.
- § 9.4. Immunity.

Article 10. Underground Construction and Overhead Conversion

- § 10.1. Underground Electrical Distribution Lines in New Areas.
- § 10.2. Overhead Conversion.

Article 11. Transfer of Franchise

- § 11.1. Consent of Town Required.
- § 11.2. Transfer Costs.

Article 12. Purchase or Condemnation

- § 12.1. Town's Right to Purchase or Condemn.
- § 12.2. Continued Cooperation by Company.

Article 13. Removal of Company Facilities at End of Franchise

§ 13.1. Limitations on Company Removal.

Article 14. Forfeiture

§ 14.1. Notification.

§ 14.2. Mediation.

§ 14.3. Litigation.

§ 14.4. Termination by Mutual Agreement.

§ 14.5. Termination by Town.

§ 14.6. Not to Affect Others.

Article 15. Amendments

§ 15.1. Amendments to Franchise.

Article 16. Miscellaneous

§ 16.1. Successors and Assigns.

§ 16.2. Third Parties.

§ 16.3. Representatives.

§ 16.4. Severability.

§ 16.5 Entire Agreement.

Article 17. Approval

§ 17.1. Board Approval.

§ 17.2. Company Approval.

ARTICLE 1. DEFINITIONS

§ 1.0. Definitions.

For the purposes of this franchise, the following words and phrases shall have the meaning given in this article. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number. The word “shall” is mandatory and “may” is permissive. Words not defined in this article shall be given their common ordinary meaning.

1.1. *Town* refers to and is the municipal corporation designated as the Town of Kremmling, Grand County, Colorado and includes the territory as currently is or may in the future be included within the boundaries of the Town of Kremmling.

1.2. *Company* refers to and is Mountain Parks Electric, Inc., (Mountain Parks) and its approved successors and assigns, but does not include its affiliates, subsidiaries or any other entity in which it has an ownership interest.

1.3 *C.R.S.* refers to the Colorado Revised Statutes as they may be amended or repealed.

1.4. *Board or Town Board* refers to and is the Board of Trustees of the Town.

1.5. *Distribution facilities* refers to and is only that portion of the Company's electric system which delivers electric energy from the substation breakers to the point-of-delivery of the customer, including all devices connected to that system.

1.6. *Facilities* refer to and are all facilities reasonably necessary to provide electricity into, within and through the Town and include plants, works, systems, substations, transmission and distribution structures, lines, equipment, conduit, transformers, underground lines, meters, wires, cables and poles.

1.7. *Public easements* refer to and are all current and future public and dedicated easements for the benefit of the public.

1.8. *Public Utilities Commission or PUC* refers to and is the Public Utilities Commission of the State of Colorado or other authority succeeding to the regulatory powers of the public utilities commission.

1.9. *Residents* refers to and includes all persons, businesses, industry, governmental agencies, and any other entity whatsoever, presently located or to be hereafter located, in whole or in part, within the territorial boundaries of the Town.

1.10. *Revenues* refer to and are those amounts of money which the Company receives from its customers within the Town for the sale of electricity as adjusted for refunds, the net write-off of uncollectible accounts, corrections or other approved adjustments.

1.11. *Streets and other public ways* refer to and are all current and future streets, alleys, viaducts, bridges, roads, lanes and other public right-of-way in said Town.

ARTICLE 2. GRANT OF FRANCHISE

§ 2.1. Grant of Franchise.

The Town of Kremmling hereby grants to Mountain Parks Electric, for the period specified in and subject to the conditions, terms and provisions contained in this franchise, the nonexclusive right to furnish, sell and distribute electricity to the Town and to all residents of the Town. Subject to the conditions, terms and provisions contained in this franchise, the Town also hereby grants to the Company an exclusive right to acquire, construct, install, locate, maintain, repair, replace, relocate, upgrade, operate and extend into, within and through the Town all facilities reasonably

necessary to furnish, sell and distribute electricity within and through the Town and a nonexclusive right to make reasonable use of the streets and other public rights-of-way and public easements as may be necessary to carry out the terms of this franchise. These rights shall extend to all areas of the Town as it is now constituted and to additional areas as the Town may increase in size by annexation or otherwise. The Town reserves the right to itself to make or grant uses in the said public ways provided any such use or grant of such use shall not conflict or interfere with the necessary requirements of the Company to construct, install, locate, operate, maintain, repair, relocate, replace, or upgrade its lines and facilities in accordance with safe practices and procedures prescribed in the industry, and in accordance with the requirements set forth in Section 4.3 and Section 10.1, hereof, and the Company's use of such public ways is subject to and subordinate to any Town usage of the streets and other public ways and public easements.

§ 2.2. Scope of Grant.

Such grant includes the right and obligation to furnish electrical energy either overhead, on poles and wires, or underground, or otherwise, on, over, under, along, across and through any and all public easements, streets and other public ways, on, over, under, along, across and through any extension, connection with, or continuation of, the same and/or on, over, under, along, across and through any and all such new public easements streets and other public ways as may be hereafter laid out, opened, located, or constructed within the boundaries of Town. The Company is further granted the right, privilege and authority to excavate in, occupy and use any and all streets and other public ways and public easements, subject to the Town's ordinances and regulations relating to such activities.

§ 2.3. Street Lighting Service.

The rights granted in this franchise encompass the franchise to provide street lighting service to the Town and the provisions of this franchise apply with full and equal force to the street lighting service provided by the Company. Wherever reference is made to the sale of electricity or to the provision of electric service in this franchise, these references shall be deemed to include the provision of street lighting service pursuant to Company's applicable rates and tariffs. Wherever reference is made to Company facilities, equipment, system or plant in this franchise, this reference shall be deemed to include Company-owned street lighting facilities, equipment, system and plant.

§ 2.4. Term of Franchise.

This franchise shall take effect from and after the passage, approval and publication by the Town, as by law required, and acceptance and approval thereof in writing by the Company. The term of this franchise shall begin with said effective date and expire on February 1, 2049.

§ 2.5. Recreation Areas.

Notwithstanding the grant of rights in Sections 2.1 and 2.2, and excepting the Company's obligation to furnish facilities to the Town's buildings, parks, street lights and other operations serving the community, the Company shall not have the right to locate, build or construct facilities under, across, or through public parks, recreation areas, or open space, except upon prior written approval granted by the Town Board. Said approval shall not be unreasonably withheld.

§ 2.6. Trees and Shrubs.

The Company shall have the right to trim or cut down such trees and shrubbery and to control the growth of the same by chemical means, mechanical or otherwise, only as may be reasonably necessary to protect its facilities and so long as such steps are undertaken in a manner to minimize damage or interference to trees, shrubbery and other natural features. The Company will notify property owners adjacent and adjoining the Town's property prior to commencement of work.

§ 2.7 Franchise Not Exclusive.

The rights granted by this franchise are not, and shall not be deemed to be, granted exclusively to the Company, and the Town reserves the right to make or grant a franchise to any other person, firm, or corporation.

§ 2.8 Municipally Produced Utility Service.

The Town expressly reserves the right to engage in the production of utility service to the extent permitted by law. The Company agrees to negotiate contracts to purchase Town-generated power made available for sale, subject to applicable statutory requirements, Company obligations under power supply agreements and other agreements, and consistent with PUC requirements. The Company further agrees to offer transmission and delivery services to the Town that are required by judicial, statutory and/or regulatory directive and that are comparable to the services offered to any other customer with similar generation facilities. Nothing in this franchise prohibits the Town from becoming an aggregator of utility service or from selling wholesale utility service to customers should it be permissible under law.

ARTICLE 3. FRANCHISE FEE

§ 3.1. Franchise Fee.

In consideration for the grant of this franchise, the Company shall pay the Town a sum equal to two percent of all revenue received monthly from the sale of electric power within the Town. The Company shall have the right to surcharge the residents a franchise fee equivalent to the fee paid by the Company to the Town. Periodic billing statements by the Company to the residents shall clearly show the amount of the franchise fee for each billing period.

§ 3.2. Payment Schedule.

For the franchise fee owed on revenues received after the effective date of this franchise, payment shall be made in quarterly installments not more than 30 days following the close of the calendar quarter for which payment is to be made. Initial and final payments shall be prorated for the portions of the months at the beginning and end of the term of this ordinance. All payments shall be made to the Town Treasurer. The Town Treasurer or other authorized representatives, shall have access to the accounting records with respect to revenues of the Company for the purpose of auditing or checking to ascertain that the franchise fee has been correctly computed and paid.

§ 3.3. Change of Franchise Fee and Other Franchise Terms.

Once during each five year period of the term of this franchise, or more often than once in five years if the Town demonstrates a special need due to a disaster or other unexpected and unanticipated event which could not be reasonably foreseen, the Town may give notice to the public and to the Company of its desire to increase the fee set forth in Article 3.1 or as such fee may be amended from time to time. Upon such notification, the Town and the Company shall negotiate in good faith in an effort to agree on the amount of the fee. If the parties agree on a change to the fee, the Town shall provide for such change by ordinance. Any change in the franchise fee shall be surcharged by the Company to the residents.

§ 3.4. Franchise Fee Payment in Lieu of Other Fees.

Payment of the franchise fee by the Company is accepted by the Town in lieu of any occupancy tax, license tax, or similar tax on the privilege of doing business or in connection with the physical operation thereof, but does not exempt the Company from any lawful taxation upon its property or any other tax not related to the franchise or the physical operation thereof, and the Town may impose, and Company shall pay road cut permits, inspection fees and permits, and other similar costs and fees uniformly applied throughout the Town and does not exempt the Company from payment of other fees or taxes assessed generally upon businesses.

§ 3.5. Contract Obligation.

This franchise ordinance constitutes a valid and binding contract between the Company and the Town. In the event that the franchise fee specified in this ordinance is declared illegal, unconstitutional or void for any reason by any court or other proper authority, the Company will be contractually bound to pay an occupation tax to the Town that would be, as near as practicable, equivalent to the amount which would have been paid by the Company as a franchise fee hereunder, provided however, the Company has the right to collect the occupation tax from the Residents.

§ 3.6. Audit of Franchise Fee Payments.

A. If requested by the Town and no more than once every three (3) years, the Company shall conduct an internal audit to investigate and determine the correctness of the franchise fee paid to the Town. Such audit shall be limited to the previous three (3) calendar years. The Company shall provide a written report to the Town Treasurer containing the audit findings.

B. If the Town disagrees with the results of the audit, and if the parties are not able to informally resolve their differences, the Town may conduct its own audit at its own expense, and the Company shall cooperate fully, including but not necessarily limited to, providing the Town's auditor with all information reasonably necessary to complete the audit, including without limitation non-confidential records of the Company which the Town may review to ascertain that the franchise fee has been correctly computed and paid. Except for such use and disclosures as may be required by law, all information obtained by the Town during a franchise fee audit shall be kept confidential and shall be utilized for the sole purpose of verifying that the franchise fee has been correctly computed and paid.

C. If the results of a Town audit conducted pursuant to subsection B concludes that the Company has underpaid the Town by five percent (5%) or more, then the parties may engage an independent auditor to perform an audit to investigate and determine the accuracy of the franchise fee amounts paid to the Town. If the results of the independent audit conclude that the Company has underpaid the Town by five percent (5%) or more, in addition to the obligation to pay such amounts to the Town, the Company shall also pay all costs of all audits. If the results of the audit determine that the Company has not underpaid the Town by five percent (5%) or more, then the Town shall pay all costs of all audits, including the initial Company audit. In addition, if the results of the independent audit determine that the Company has overpaid the Town, then the Town shall pay the amount of the overpayment to the Company. If the Town fails to pay the Company for any overpayment, the amount of such overpayment shall be considered a credit against any amounts due from the Company to the Town, and the Company may deduct the amount of such credit from any payment made to the Town.

ARTICLE 4. SUPPLY, CONSTRUCTION AND DESIGN

§ 4.1. Supply of Electricity.

The Company shall provide electric service that conforms to applicable laws and generally accepted utility engineering and operating practices at a financially responsible price. Company shall use commercially reasonable efforts to maintain power quality to all customers. Power outages and emergencies shall receive the highest priority.

§ 4.2. Restoration of Service.

In the event the Company's electric system, or any part thereof, is partially or wholly destroyed or incapacitated, the Company shall use due diligence to restore its system to satisfactory service

within the shortest practicable time. The Company shall promptly perform reasonable remedial action at its expense if the system failure or system damage is caused by the Company's negligent action or inaction, or is due to an electrical equipment failure or Act of God.

§ 4.3. Obligations Regarding Company Facilities.

The Company shall install, maintain, repair, renovate and replace its facilities with due diligence in a good and workmanlike manner and the Company's facilities will be of sufficient quality and durability to provide reasonably continuous and adequate electric service to the Town and its residents. The Company shall locate its facilities within the Town so as to cause minimum interference with any of the Town's facilities or property, including without limitation water lines, sewer lines, storm drains, and the proper use of streets and other public ways, provided the Town has taken reasonable precautions to prevent new permanent structures or development from encroaching closer than 10 feet measured horizontally from the Company's lines, poles, cables/conduits and other structures once installed, and the Town does not allow change of more than +/- 6 inches in grade within 10 feet horizontally from the Company's lines, poles, cables/conduits and other structures once installed without written authorization from the Company. The Company shall install and maintain its facilities so as to cause minimum interference with the rights or reasonable convenience of property owners whose property adjoins any of the said streets and other public ways, and in such a way so as to reasonably limit interference with trees and other natural features.

§ 4.4. Excavation and Construction.

All excavation and construction work done by the Company shall be done in a timely and expeditious manner which minimizes the inconvenience to the public and individuals and shall comply with duly adopted Town laws and regulations. All public and private property whose use conforms to restrictions in public easements disturbed by Company excavation or construction activities shall be promptly restored by the Company, at its expense, to substantially its former condition.

If the Company fails to promptly restore or repair Town streets or other public property as required by this Section, and if, in the reasonable discretion of the Town, immediate action is required for the protection of public health and safety, the Town may, upon giving notice to the Company that is commensurate with the danger posed to the public health, safety, and welfare, restore such public property, remove the obstruction therefrom or repair the damage; provided that the Town actions do not interfere with Company's facilities. The Company shall be responsible for the actual cost incurred by the Town to restore or repair such public property or to remove any obstructions therefrom.

§ 4.5. Relocation of Company Facilities.

Within the Town, if at any time, the Town, acting in the proper exercise of its police power, requests the Company to relocate any facility in the Town installed or maintained in streets, alleys, public rights-of-way or public easements, pursuant to this franchise or previous franchises, to permit the Town, when necessary for the public's health, safety, and welfare, to make a public use

of rights-of-way, easements or streets, to construct a public improvement, or to build a public project, such relocation shall be made by the Company at its expense. The Town may request relocation of any facility for any other reason at the sole cost and expense of the Town. Such relocation, whether at the Town's or Company's expense, shall be completed within a reasonable time from the date when the Town makes its request, provided, however, the Company shall be granted an extension of time of completion equivalent to any delay caused by conditions not under its control and provided further that the Company proceed with due diligence at all times. Following relocation, all property shall be restored substantially to its former condition by the Company at its expense. Nothing herein contained shall be construed to impose any obligation upon the Town to make any payment for any relocation of Company's facilities located within said designated areas. Notwithstanding the preceding language of this Section 4.5, relocated underground facilities shall be underground, and relocated aboveground facilities shall be aboveground unless the Town agrees to pay the additional cost of moving them underground. Any relocation shall be done in accordance with the Company's tariffs and extension policies, except that payment of the cost of such relocation shall be governed by the terms of this franchise.

§ 4.6. Service to New Areas.

If the boundaries of the Town are expanded within the Company's certificated service area during the term of this franchise, the Company shall extend service to residents in the expanded area at the earliest practicable time and in accordance with the Company's extension policy. Service to the expanded area shall be in accordance with the terms of this franchise agreement, including payment of franchise fees.

§ 4.7. Subdivision Review.

The Town shall timely submit any subdivision plats or planned unit development plans to the Company which shows the developers plan for all utilities. The Company shall analyze any such plats or plans submitted to it by the Town and respond to any request by the Town for information regarding the adequacy of its facilities necessary to serve such proposed plat or plan and answer any other questions posed to the Company by the Town regarding said plat or plan as are within the knowledge of the Company. The Company shall respond to said requests or questions within reasonable time limits set by the Town's subdivision and zoning regulations.

§ 4.8. Technological Improvements.

The Company may introduce and install, as soon as practicable, electrical energy technological advances in its equipment and service within the Town when such advances are technically and economically feasible and are safe and beneficial to the Town and its residents. The Company shall report, in advance to the Town, any plans to include technological advances relating to communications systems such as fiber optics which may utilize electric facilities already in place for the transmission of communication signals, which facilities may be installed by the Company for its use, the use of the Town, or for use of others as the Company may determine in its sole discretion. In no event shall the Town's use impair the Company's ability to use its own facilities for its own use or others.

ARTICLE 5. COMPLIANCE

§ 5.1. Town Regulation.

The Town expressly reserves, and the Company expressly recognizes, the Town's right and duty to adopt, from time to time, in addition to the provisions herein contained, such ordinances and rules and regulations as may by the Town be deemed necessary in the exercise of its police power for the protection of the health, safety and welfare of its citizens.

§ 5.2. Compliance With Town Requirements.

The Company will comply with all Town requirements regarding curb and pavement cuts, excavating, digging and related construction activities. If requested by the Town, the Company shall submit copies of reports of annual and long-term planning for capital improvement projects with descriptions of required street cuts, excavation, digging and related construction activities within 30 days after issuance. Except for emergencies, the Town may require that all installations be coordinated with the Town's street improvement programs. The Town Manager, or designee, shall be the Town's agent for inspection and for compliance with Town ordinances and regulations on any such project.

§ 5.3. Town Review of Construction and Design.

Except as to substations and transmission lines which serve substations, the grant of this franchise does not exempt the Company from the Town's Municipal Code, regulations and ordinances concerning building, planning and zoning. Prior to construction of any significant facilities for electrical energy, including transmission lines or substations, any generating plant, building, or similar structure within the Town, the Company shall furnish to the Town the plans for such facilities. Except for emergencies, the Town will require that all installations be coordinated with the Town's street improvement programs provided the coordination does not unreasonably delay the construction. The Town Manager, or designee, shall be the Town agent for inspection and for compliance with Town ordinances and regulations on any such projects. As to transmission lines or substations, the Town acknowledges such facilities are necessary to permit the Company to furnish electricity pursuant to Articles 2.2 and 4.1

§ 5.4. Compliance With Tariffs.

The electrical energy which the Company distributes shall conform with applicable law and the tariff provisions of the Company setting standards, as the same may be amended from time to time.

§ 5.5. Inspection.

The Town shall have the right to inspect at all reasonable times any portion of the Company's system used to serve the Town and its residents. The Town shall also have access to records of the Company which will permit determining Company compliance with this franchise. The Company agrees to cooperate with the Town in conducting the inspection and to correct any discrepancies affecting the Town's interest in a prompt and efficient manner.

ARTICLE 6. EFFECT OF FRANCHISE ON TARIFFS

§ 6.1. Company Tariffs.

The Town recognizes that the lawful provisions of the Company's tariffs which are consistent with the Town's rights to franchise and to exercise police powers as provided by the Colorado Constitution and statutes are controlling over any inconsistent provision in this franchise dealing with the same subject matter.

ARTICLE 7. REPORTS TO TOWN

§ 7.1. Bills.

On request by the Town, the Company shall, at no cost, provide a list of account numbers and items metered and shall specify the type of account for which charges are made, i.e., street lighting, traffic signal, general office, spot lighting, etc., and the Company shall provide the Town upon request with a complete listing of all the Town's accounts and a list of real property within the Town which is owned by the Company.

§ 7.2. Copies of Tariffs.

The Company shall keep on file, in its Granby office and a local office if it is regularly staffed by a non-field employee of the Company, all tariffs, rules, regulations and policies approved by the board of directors relating to service by the Company to the Town and its residents. Upon request by the Town, the Company shall provide the Town, subject to Company's then applicable policies, with copies of all rules, regulations, rate tariffs, and public policies.

ARTICLE 8. TOWN USE OF COMPANY FACILITIES

§ 8.1. Town Use.

The Town shall have the right to use all poles and suitable overhead structures constructed by Company within public easements, streets and other ways as outlined in a separate attachment agreement, for public governmental uses, which uses shall not include the distribution or transmission of electricity. The Town's right of use as stated in this section is expressly conditioned upon the Town meeting Company's requirements for attachment, including (i) provision by the Town of a make ready design plan for the particular requested attachment (ii)

compliance with all Company rules, regulations, operating procedures, and policies regarding joint use, and (iii) execution by Town and Company of Company's standard attachment/joint use agreement. Such uses by the Town shall be without cost of application for joint use or fee for authorized attachment, with the exception of commercial broadband activities subject to C.R.S. Section 40-15-601 et. seq. and, in particular, Section 604(2)(b). Company shall assume no liability nor shall it be put to any additional expense in connection with the use of said poles and structures by the Town. Such use shall be in such a manner as not to constitute a safety hazard or to interfere with Company's use of same, and shall comply with the National Electric Safety Code. Company may, at its sole discretion, allow others holding a franchise, except for electric service, from the Town to so utilize such poles and suitable overhead structures upon reasonable terms and conditions to be agreed upon by Company and such holder of a franchise from the Town, provided that the third party meets Company's requirements for attachment, including (i) provision by the third party of a make ready design plan for the particular requested attachment, (ii) compliance with all Company's rules, regulations, operating procedures, and policies regarding joint use, and (iii) execution by the third party and Company of Company's standard attachment/joint use agreement.

§ 8.2. Underground Conduit.

If the Company installs new electric underground conduit or opens a trench or replaces such conduit, the Company shall provide adequate advance notice to permit additional installation of similar conduit and pull wire for the Town. If the Town wants additional similar conduit and pull wire installed, it will so notify the Company and provide similar conduit and pull wire at its expense to the Company which will install it at the expense of the Town, or such additional persons who are providing a service to the Town, provided that such action by the Town will not unnecessarily interfere with the Company's facilities or delay the accomplishment of the project.

ARTICLE 9. INDEMNIFICATION OF THE TOWN

§ 9.1. Town Held Harmless.

The Company shall save the Town harmless, defend and indemnify the Town from and against all liability or damage and all claims or demands whatsoever in nature, and reimburse the Town for all its reasonable expenses, including costs and attorney's fees, arising out of the negligent operations of the Company within the Town and the securing of and the negligent exercise by the Company of the franchise rights granted in this ordinance, including any third party claims, administrative hearings and litigation. The Town shall (a) give prompt written notice to Company of any claim, demand or lien with respect to which the Town seeks indemnification hereunder and (b) unless in the Town's judgment a conflict of interest may exist between the Town and Company with respect to such claim, demand or lien, shall permit the Company to assume the defense of such claim, demand, or lien with counsel satisfactory to the Town. If such defense is assumed by the Company, the Company shall not be subject to any liability for any settlement made without its consent. If such defense is not assumed by the Company or if the Town determines that a conflict of interest exists, the parties reserve all rights to seek all remedies available in this franchise against each other. The Company shall not be obligated to pay any judgment which arises out of the negligence, gross negligence, or willful misconduct, of the Town or its officers or

employees. None of the Town expenses reimbursed by the Company under this section shall be surcharged to the Residents. In the event the Town institutes litigation or an administrative proceeding against the Company for a breach of this franchise or for an interpretation of this franchise, and the Town is the prevailing party, the Company shall reimburse the Town for all costs related thereto, including reasonable expert and attorney's fees. If the Company is the prevailing party, the Town shall reimburse the Company for its costs related thereto, including reasonable expert and attorney's fees.

§ 9.2. Payment of Expenses Incurred by Town in Relation to Ordinance.

Upon request by the Town, the Company shall pay the Town for expenses incurred in publication of notices and ordinances arising out of the negotiations or process for obtaining the franchise.

§ 9.3. Financial Responsibility.

The Company shall supply the Town with a list of its insurance companies with the types of coverage, but not levels of insurance. Said list shall be kept current by annual revisions as of January 1 during the term of the franchise.

§ 9.4 Immunity.

The parties hereto understand and agree that the Town, its officers, and its employees are relying on, and do not waive or intend to waive by any provision of this franchise, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, § 24-10-101, et seq., C.R.S., as from time to time amended, or otherwise available to the Town, its officers, or its employees.

ARTICLE 10. UNDERGROUND CONSTRUCTION AND OVERHEAD CONVERSION

§ 10.1. Underground Electrical Distribution Lines in New Areas.

Notwithstanding any ordinance to the contrary, the Company will place newly constructed electrical distribution lines underground to serve newly annexed residential subdivision areas in accordance with the Company's tariffs, extension policies and Town subdivision regulations, provided, however, such subdivision regulations shall not conflict or interfere with the Company's requirements for safe distances set forth in §4.3, and provided further that all new underground utilities are installed prior to paving of streets, alley and ways.

§10.2. Underground Conversion.

If requested by the Town, the Company will underground its electric distribution facilities in accordance with its tariffs and extension policies or in accordance with applicable law.

ARTICLE 11. TRANSFER OF FRANCHISE

§ 11.1. Consent of Town Required.

The Company shall not transfer or assign any rights under this franchise, unless the Town Board shall approve in writing such transfer or assignment. Approval of the transfer or assignment shall not be unreasonably withheld.

§ 11.2. Transfer Costs

In the event the Company transfers or assigns any rights under this franchise after approval by the Town, or in the event there is a change in the ownership of the Company which results in the Company owning less than 50 percent of the assets of the new entity, any reasonable costs incurred by the Town associated with the transfer or change in ownership, including attorneys' fees, shall be borne by the Company.

ARTICLE 12. PURCHASE OR CONDEMNATION

§ 12.1. Town's Right to Purchase or Condemn.

The right of the Town to construct, purchase or condemn any public utility works or ways, and the rights of the Company in connection therewith, as provided by the Colorado Constitution and statutes, are hereby expressly reserved. Notwithstanding anything herein to the contrary, Company's rights of condemnation and its rights pursuant to C.R.S. § 40-15-601 et seq. are also expressly reserved.

§ 12.2 Continued Cooperation by Company.

In the event the Town exercises its option to purchase or condemn, the Company agrees that, at the Town's request, it will continue to supply and maintain its facilities under this franchise, for the duration of the term of this franchise pursuant to terms and conditions negotiated for such continued operation. Company shall cooperate with the Town by making available then existing pertinent Company records which are not confidential or privileged to enable the Town to evaluate the feasibility of acquisition by the Town of Company facilities.

ARTICLE 13. REMOVAL OF COMPANY FACILITIES AT END OF FRANCHISE

§ 13.1. Limitations on Company Removal.

In the event this franchise is not renewed at the expiration of its term or the Company terminates any service provided herein for any reason whatsoever, and the Town has not purchased or condemned the system and has not provided for alternative electrical service, or if the franchise is forfeited, the Company shall have no right to remove said system pending resolution of the disposition of the system except for (i) emergencies, or (ii) to comply with the National Electric Safety Code, or (iii) redundant, unnecessary, outdated or replaced equipment. The Company further agrees it will not withhold any temporary services necessary to protect the public and shall be entitled only to monetary compensation in no greater amount than it would have been entitled to were such services provided during the term of this franchise. Only upon receipt of written notice from the Town stating that the Town has adequate alternative electrical energy sources to provide for the people of the Town shall the Company be entitled to remove any or all of said systems in use under the terms of this franchise.

ARTICLE 14. NONCOMPLIANCE

§ 14.1. Notification.

In the event either party believes that the other party has violated this Franchise Agreement or has not complied fully with any provision of this Franchise Agreement, then such party (the “Notifying Party”) may give written notice to the other party (the “Defending Party”) describing in reasonable detail the nature of the violation or non-compliance and the provisions of this Franchise Agreement which have allegedly been violated or are not in compliance. The Defending Party shall, within thirty (30) days, either (a) correct and cure the violation or non-compliance, (b) commence correction and cure of the violation or non-compliance and continue such correction and cure in good faith and with due diligence to completion, if such correction and cure cannot be reasonably completed within such 30 days, or (c) respond to the Notifying Party in writing, if the Defending Party disputes the claim of violation or non-compliance, and such writing shall respond with particularity to the allegations contained in the Notifying Party’s notice.

§ 14.2. Mediation.

If the Defending Party disputes the claim of violation or non-compliance, or fails timely to cure or dispute the claim, then the Notifying Party may elect to have the disagreement submitted to mediation by a disinterested, experienced, and qualified mediator, by giving written notice of such election to the other party by not later than 60 days after the initial notification under Section 14.1. The parties shall then seek to agree upon a mediator, but if they are unable to do so within 10 days after such notice of mediation, then each party shall designate a mediator and the two designated mediators shall select a third mediator. The parties agree to cooperate reasonably and in good faith with the mediator(s), but the mediation is non-binding and the mediator(s) shall have no authority to decide the dispute. Each party agrees to pay for one-half of the cost of the mediation. If

mediation has not resolved the dispute within 60 days, then mediation shall terminate with regard to such dispute.

§ 14.3. Litigation.

Before a Notifying Party may file suit to enforce rights or remedies to which it believes it may be entitled under this Franchise Agreement, the Notifying Party must first exhaust its prelitigation remedies as set forth and described in paragraph 14.1 of this Franchise Agreement. The prevailing party in any such litigation shall be entitled to an award of its reasonable costs and expenses related to the litigation, including reasonable attorney fees.

§ 14.4. Termination by Mutual Agreement.

If all the conditions precedent to litigation have occurred, or have otherwise been excused, this Franchise Agreement may be terminated by mutual agreement in lieu of litigation to enforce compliance with this Franchise Agreement.

§ 14.5. Termination by Town.

In addition to the foregoing remedies, if the Company fails or refuses to perform any material term or condition of this franchise (a “material breach”), the Town may provide written notice to the Company of such material breach. Upon receipt of such notice, the Company shall be given a reasonable time, not to exceed ninety (90) days, in which to remedy the material breach. If the Company does not remedy the material breach within the time allowed in the notice or commence such remedy of the material breach and continue in good faith and with due diligence to completion, if such remedy cannot be reasonably completed within such 90 days, the Town may, at its sole option, terminate this franchise. This remedy shall be in addition to the Town’s right to exercise any of the remedies provided for elsewhere in this franchise. Upon such termination, the Company shall continue to provide utility service to the Town and its residents (and shall continue to have associated rights and grants needed to provide such service) until the Town makes alternative arrangements for such service and until otherwise ordered by the PUC and the Company shall be entitled to collect from residents and shall be obligated to pay the Town, at the same times and in the same manner as provided in the franchise, an aggregate amount equal to the amount which the Company would have paid as a franchise fee as consideration for use of the Town streets and other public ways.

§ 14.6. Not to Affect Other Rights.

The provisions of this Article 16 shall not have the effect of releasing or waiving any right of action by any person or corporation, including, without limitation, any party to this Franchise Agreement or the State of Colorado, for any right, penalty, forfeiture which may have arisen or accrued under any law of this state.

ARTICLE 15. AMENDMENTS

§ 15.1. Amendments to Franchise.

At any time during the term of this franchise, the Town, through its Town Board, or the Company may propose amendments to this franchise by giving 30 days' written notice to the other of the proposed amendment(s) desired and both parties thereafter, through their designated representatives, will negotiate within a reasonable time in good faith in an effort to agree on mutually satisfactory amendment(s). Any such amendment must be in writing, signed by authorized representatives of both Parties hereto, in addition to any other requirements applicable to electric franchises. The word "amendment" as used in this section does not include a change authorized in section 3.3.

ARTICLE 16. MISCELLANEOUS

§ 16.1. Successors and Assigns.

The rights, privileges, franchises and obligations granted and contained in this ordinance shall inure to the benefit of and be binding upon Mountain Parks Electric, Inc., and any permitted successors and assigns.

§ 16.2. Third Parties.

Nothing contained in this franchise shall be construed to provide rights to third parties.

§ 16.3. Representatives.

Both parties shall designate from time to time in writing representatives for the Company and the Town who will be the persons to whom notices shall be sent regarding any action to be taken under this ordinance. Notice shall be in writing and forwarded by certified mail to the persons and addresses as hereinafter stated, unless the person or addresses are changed at the written request of either party. Until any such change shall hereafter be made, notices shall be sent to the Town Manager and to the Company's general manager. Currently the addresses are as follows:

No agent or representative of Company has the power to amend, modify, alter or waive any of the provisions of the terms of this Agreement. Any promises, agreements, or representations made by an agent or representative of Company not herein set forth shall be void and of no effect.

§ 16.4. Severability.

Should any one or more provisions of this franchise be determined by a court of competent jurisdiction to be illegal or unenforceable, all other provisions nevertheless shall remain effective, provided, however, that the parties shall forthwith enter into good faith negotiations and proceed with due diligence to draft a provision that will achieve the original intent of the parties hereunder.

§ 16.5. Entire Agreement.

This franchise constitutes the entire agreement of the parties. There have been no representations made other than those contained in this franchise.

ARTICLE 17. APPROVAL

§ 17.1. Board Approval

This grant of franchise shall not become effective unless approved by a vote in favor of the agreement by a majority of the members of the Town Board.

§ 17.2. Company Approval.

The Company shall file with the Town clerk its written acceptance of this franchise and of all of its terms and provisions within thirty days after the adoption of this franchise by the Town Board. The acceptance shall be in form and content approved by the Town attorney. If the Company shall fail to timely file its written acceptance as herein provided, this franchise shall be and become null and void.

ARTICLE 18. REPRESENTATIONS AND WARRANTIES

§ 18.1. Authority.

Each party represents and warrants that the execution and delivery of this franchise and the performance of all covenants and agreements of the party contained in this franchise are authorized by the Constitution and laws of the State of Colorado and the execution, delivery and performance of this franchise by the party are authorized and have been duly authorized by ordinance.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Municipal Seal this _____
Day of _____, 20____.

Town of Kremmling

Wes Howell, Mayor

ATTEST:

Teagan Serres, Town Clerk

Mountain Parks Electric, Inc.

, President

Attest:

, Secretary

AFFIDAVIT OF PUBLICATION

Ad #: XIXnkSkHGatFxrRnvCbx
Customer: Aaron Street

State of Florida, County of Orange, ss:

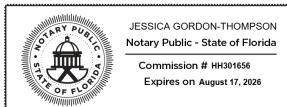
Anjana Bhadoriya, being first duly sworn, deposes and says: That (s)he is a duly authorized signatory of Column Software, PBC, duly authorized agent of Sky-Hi News and Middle Park Times, that the same weekly newspaper printed, in whole or in part and published in the County of Grand, State of Colorado, and has a general circulation therein; that said newspaper has been published continuously and uninterruptedly in said County of Grand for a period of more than fifty-two consecutive weeks next prior to the first publication of the annexed legal notice or advertisement; that said newspaper has been admitted to the United States mails as a periodical under the provisions of the Act of March 3, 1879, or any amendments thereof, and that said newspaper is a weekly newspaper duly qualified for publishing legal notices and advertisements within the meaning of the laws of the State of Colorado.

That the annexed legal notice or advertisement was published in the regular and entire issue of every number of said weekly newspaper for the period of 3 insertions; and that the first publication of said notice was in the issue of said newspaper dated 24 Sep 2025, 1 Oct 2025, 8 Oct 2025 in the issue of said newspaper. That said newspaper was regularly issued and circulated on those dates.

Total cost for publication: \$87.56

Anjana Bhadoriya

(Signed) _____

**VERIFICATION**

State of Florida
County of Orange

Subscribed in my presence and sworn to before me on this: 10/09/2025



Notary Public
Notarized remotely online using communication technology via Proof.

NOTICE

Notice is hereby given that Mountain Parks Electric, Inc. intends to apply to the Board of Trustees of the town of Kremmling, Colorado, at its regular meeting to be held October 15, 2025, at the hour of 6:00 p.m., at the Kremmling Town Hall, 200 Eagle Avenue, in the Town of Kremmling, Colorado, for the passage of an ordinance granting to Mountain Parks Electric, Inc., its successors and assigns, a franchise to construct, operate, and maintain an electrical system, and related facilities, in the town of Kremmling, Colorado and to use the streets and alleys of the town for such purpose. Said franchise is to be effective until February 1, 2049 and shall provide for a franchise fee to the Town in the amount of two percent (2%) of all revenue received from the sale of electric power within the Town.

Mountain Parks Electric, Inc.
321 West Agate Avenue
PO Box 170
Granby, CO 80446

PUBLISHED IN THE SKY-HI NEWS AND MIDDLE PARK TIMES ON WEDNESDAY, SEPTEMBER 24, 2025, WEDNESDAY, OCTOBER 1, 2025 AND WEDNESDAY, OCTOBER 8, 2025.



Kremmling Board of Trustees Regular Meeting

Agenda Item Cover Letter

Agenda Item:

- 4. Discussion & Action Item.** Resolution No. 2025-10-06 A Resolution Appropriating Additional Sums of Money to the General Fund in the Amount and for the Purpose as set Forth Below, for the Town of Kremmling, Colorado, for the 2025 Budget Year.
- 5. Discussion & Action Item.** Resolution No. 2025-10-07 A Resolution Awarding the Bid for the Demolition of the 208 Eagle Avenue Building Project to Pryor Excavating.

Department:

Town Manager Jen MacPherson, Public Works Director Dillon Willson, and Town Clerk & Treasurer Teagan Serres

Executive Summary:

During the Work Session on October 1, 2025, the Board of Trustees discussed the long-term plan for either a new Town Hall or relocating to another building, as well as the demolition of the property at 208 Eagle Avenue, which the Town purchased in 2024. The Board directed staff to prepare a Budget Amendment and review the proposals for the demolition project. Additionally, they directed staff to draft a resolution to award the bid to the chosen contractor. These agenda items will be presented together since they coincide; however, if the Board wishes to appropriate funds and complete the project in 2025, the funds must be appropriated before awarding the bid.

Summary:

In accordance with the Town's Comprehensive Financial Management Policies, projects with a budget between \$35,000 and \$99,999 require the Competitive Informal Bidding Process II, which mandates securing three written bids and approval from the Town Manager and Board of Trustees. Town staff reached out to multiple contractors for proposals, but only two responded. Pryor Excavating submitted a proposal for \$33,800, and Drew Digs, LLC submitted a proposal for \$49,325. Staff recommends selecting Pryor Excavating as the lowest responsible and responsive bidder.

If the Board wishes to complete the project in 2025, funds need to be allocated. Currently, no capital projects have been budgeted for the General Fund in 2025. Staff has prepared Resolution No. 2025-10-06 to amend the 2025 Budget by allocating \$44,000 from Fund Balance to Administrative Capital.

Resolution No. 2025-10-07 formally selects Pryor Excavating as the lowest responsible and responsive bidder.



Kremmling Board of Trustees Regular Meeting

Agenda Item Cover Letter

Financial Impacts:

If Resolution No. 2025-10-06 is approved, \$44,000 from unrestricted reserves will be allocated to Administrative Capital for the Project. If Resolution No. 2025-10-07 is approved, Town Staff will be authorized to spend no more than \$44,000 on the project.

Staff Recommendation:

4. Discussion & Action Item. Resolution No. 2025-10-06 A Resolution Appropriating Additional Sums of Money to the General Fund in the Amount and for the Purpose as set Forth Below, for the Town of Kremmling, Colorado, for the 2025 Budget Year.

- a. Motion to approve Resolution No. 2025-10-06 A Resolution Appropriating Additional Sums of Money to the General Fund in the Amount and for the Purpose as set Forth Below, for the Town of Kremmling, Colorado, for the 2025 Budget Year
- b. Motion to table Resolution No. 2025-10-06 A Resolution Appropriating Additional Sums of Money to the General Fund in the Amount and for the Purpose as set Forth Below, for the Town of Kremmling, Colorado, for the 2025 Budget Year until the _____ meeting.
- c. Deny approval.

5. Discussion & Action Item. Resolution No. 2025-10-07 A Resolution Awarding the Bid for the Demolition of the 208 Eagle Avenue Building Project to Pryor Excavating.

- a. Motion to approve Resolution No. 2025-10-07 A Resolution Awarding the Bid for the Demolition of the 208 Eagle Avenue Building Project to Pryor Excavating.
- b. Motion to table Resolution No. 2025-10-07 A Resolution Awarding the Bid for the Demolition of the 208 Eagle Avenue Building Project to Pryor Excavating until the _____ meeting.
- c. Deny approval.

Attachments:

Resolution No. 2025-10-06 A Resolution Appropriating Additional Sums of Money to the General Fund in the Amount and for the Purpose as set Forth Below, for the Town of Kremmling, Colorado, for the 2025 Budget Year.

Resolution No. 2025-10-07 A Resolution Awarding the Bid for the Demolition of the 208 Eagle Avenue Building Project to Pryor Excavating.

Proposal from Pryor Excavating

Proposal from Drew Digs, LLC

RESOLUTION NO. 2025-10-06
(Pursuant to Section 29-1-109, C.R.S.)

A RESOLUTION APPROPRIATING ADDITIONAL SUMS OF MONEY TO THE GENERAL FUND IN THE AMOUNT AND FOR THE PURPOSE AS SET FORTH BELOW, FOR THE TOWN OF KREMMLING, COLORADO, FOR THE 2025 BUDGET YEAR.

WHEREAS, the Board of Trustees has adopted the annual budget in accordance with the Local Government Budget Law, on November 20, 2024; and

WHEREAS, there were no approved Capital Improvement Projects for the General Fund by approving the budget for fiscal year 2025; and

WHEREAS, the Board of Trustees desires to complete a Capital Improvement Project for the General Fund in 2025; and

WHEREAS, the Board of Trustees desires to restrict previously unrestricted and unencumbered reserves from the fund balance for Capital Improvement Projects within the General Fund; and

WHEREAS, the Board of Trustees finds it is in the best interest of the residents of the Town to amend the 2025 budget to increase estimated revenues and appropriations in the Recreation Fund.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF KREMMLING, COLORADO:

1. That the 2025 appropriation for the **General Fund** is hereby increased from \$0 to \$44,000 in the General Fund Balance to reflect the receipt of unanticipated revenue due to a fund balance appropriation to offset the costs of Capital Improvement Projects; and,
2. The budgeted expenditure amount for **Administrative Capital Outlay** is increased from \$0 to \$44,000 for the demolition of the building located at 208 Eagle Avenue.

General Fund	Original Budget	Amended Budget
00-003-2900 Fund Balance	\$0	\$44,000
Administrative Capital Outlay	\$0	\$44,000

INTRODUCED, READ AND ADOPTED by the Board of Trustees on this 15th day of October 2025.

TOWN OF KREMMLING

Wes Howell, Mayor

ATTEST:

Teagan Serres, Town Clerk

TOWN OF KREMMLING
RESOLUTION NO. 2025-10-07

A RESOLUTION AWARDING THE BID FOR THE DEMOLITION OF THE 208 EAGLE AVENUE BUILDING PROJECT TO PRYOR EXCAVATING

WHEREAS, the Town of Kremmling (“Town”) has the authority to enter into contracts for any lawful municipal purpose pursuant to C.R.S. § 31-15-101; and

WHEREAS, the Town Board desires to demolish the building at 208 Eagle Avenue (“the Project”), which is owned by the Town; and

WHEREAS, the Town has allocated funding for the Project from Fund Balance to Administrative Capital Outlay; and

WHEREAS, the Town solicited proposals for the Project through Competitive Informal Bid Process II outlined in the Town’s Comprehensive Financial Management Policies; and

WHEREAS, the Town received two written proposals for the Project; and

WHEREAS, Town Staff evaluated the bids received to determine the lowest responsible and responsive bidder for the Project; and

WHEREAS, the Board, after full consideration of the bids submitted and the recommendation of the Town Staff, finds that the proposal submitted by Pryor Excavating (“the Contractor”) qualifies that company as the lowest responsible and responsive bidder; and

WHEREAS, the Town Board of Trustees desires to award the bid to the Contractor and to enter into an agreement with such Contractor in an amount not to exceed Forty Four Thousand Dollars (\$44,000) to have the contractor perform the work described in the proposal.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF KREMMLING, COLORADO:

Section 1. The Board of Trustees hereby awards the bid for the Project to Pryor Excavating for an amount not to exceed Forty Four Thousand Dollars (\$44,000).

Section 2. The Board of Trustees authorizes the Town Manager or designee to execute the agreement with the Contractor for the Project and to make such changes as may be necessary to correct any non-material errors or language in the Construction Agreement that does not increase the obligations of the Town.

INTRODUCED, READ, AND ADOPTED by the Board of Trustees on this 15th day of October 2025.

TOWN OF KREMMLING

Wes Howell, Mayor

ATTEST:

Teagan Serres, Town Clerk

GROVER PRYOR
PO Box 386
Kremmling, CO 80459-0386 USA
+19708469766
groverpryor@yahoo.com



Estimate

ADDRESS
Kremmling

ESTIMATE # 1025
DATE 09/26/2025

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Demolition	Tear down buildings at 206 Eagle Ave	1	10,000.00	10,000.00
	Haul Off	Haul and dispose of materials including trucking and dumping fees.	1	21,000.00	21,000.00
	Utility exposure	Expose and mark water and sewer services.	1	8,000.00	8,000.00
	Final grading	Smooth disturbed area	1	4,800.00	4,800.00

Demo and haul off buildings, dig back and mark water/sewer, final grade.

Estimate assumes no asbestos or other problematic materials.

REVISED ESTIMATE

TOTAL

\$43,800.00

Accepted By

Accepted Date

Drew Digs LLC

P.O. Box 1596
 Kremmling, CO 80459 US
 drew@drewdigs.com

**Estimate**

ADDRESS	ESTIMATE	1389
Town Of Kremmling	DATE	08/12/2024

JOB NAME	
Bike Shop Demo	

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	mobilization			
machine delivery and removal over 20K lbs and up	cat 315	1	650.00	650.00
machine delivery and removal under 12k lbs	cat 304 and 259, Job Trailer	3	175.00	525.00
				Subtotal: 1,175.00
	Machine, Labor and Trucking			
Daily pickup charge	daily pickup charge (includes small compaction equipment, all specialty hand tools, etc)	4	250.00	1,000.00
cat 315	cat 315 by the day w/operator	4	1,500.00	6,000.00
Cat 304 by the day	cat 304 w/operator	4	1,200.00	4,800.00
Cat 259 D3 by the day	cat 259 CTL w/operator with non hydraulic implements	4	1,200.00	4,800.00
hydraulic skid hammer (Daily)	Hydraulic Skid Steer Concrete Breaker	4	700.00	2,800.00
Daily Basic Labor	Daily labor rate/crew member	4	700.00	2,800.00
tandem trucking	Tandem dump truck/hr	10	130.00	1,300.00
				Subtotal: 23,500.00
	materials			
Ranch Creek Waste Roll Off 30 yards	30 yard roll off; includes delivery, removal and dump fee (per roll off)	14	1,600.00	22,400.00

Grand Gravel Concrete/Asphalt Dump fee	clean concrete/asphalt dump Kremmling (ton)	150	15.00	2,250.00
TOTAL				\$49,325.00

Accepted By

Accepted Date

Town of Kremmling

2026 Draft Budget

Legend

ACTUAL
BUDGETED / ESTIMATED
CALCULATION
OFFSHEET

Financial Accounts

United Business Bank Account
ColoTrust General Reserve
Conservation Trust Fund
ColoTrust Water Enterprise Reserve
CSAFE Water Enterprise Reserve

	January	February	March	April	May	June	July	August	September	October	November	December
3,358,754	3,190,131	3,248,155	3,149,573	3,219,485	3,373,277	3,411,409	3,312,740	3,585,383				
700,105	702,511	705,141	707,693	710,325	712,878	715,530	718,189	720,744				
109,907	109,907	109,907	109,907	109,907	109,907	109,907	109,907	109,907				
178,760	179,374	180,046	180,697	181,370	182,021	182,699	183,378	184,030				
60,037	60,241	60,037	60,682	60,905	61,791	61,791	61,791	61,791				

General Fund

Summary

Revenue
Expenses
<i>Judicial</i>
<i>Mayor & Legislative</i>
<i>Town Manager</i>
<i>Election</i>
<i>Administration</i>
<i>Planning & Zoning</i>
<i>Police</i>
<i>Streets & Highways</i>
<i>Airport</i>
<i>Sanitation District</i>
<i>Mosquitoes</i>
<i>Cemetery</i>
<i>Parks</i>
<i>Recreation</i>
(+) Surplus / (-) Deficit

2026
2,395,820
2,533,314
24,399
120,815
123,397
3,355
428,647
92,796
903,408
445,066
17,950
55,353
82,200
22,269
132,422
81,237
(137,493)

Sales Tax

	January	February	March	April	May	June	July	August	September	October	November	December	Total
2019	78,613	64,770	68,812	64,123	92,562	96,030	94,355	106,575	109,629	102,478	94,608	83,754	1,056,309
2020	93,622	75,834	82,299	79,144	97,691	121,474	132,496	131,989	135,523	120,786	108,899	122,548	1,302,307
2021	99,919	95,487	108,230	114,038	114,391	152,750	139,012	160,700	154,417	146,625	148,086	133,112	1,566,767
2022	118,494	117,856	118,416	114,068	120,242	146,509	161,166	163,566	168,817	152,116	141,550	133,651	1,656,452
2023	127,230	129,930	128,832	118,753	130,579	156,060	170,817	154,061	166,182	150,753	138,329	142,997	1,714,523
2024	135,308	112,344	122,209	111,202	123,958	160,662	156,786	164,649	166,652	153,093	130,626	135,570	1,673,059
2025	142,445	109,114	127,791	162,391	144,274	153,437	161,151	165,041	159,616	151,987	136,835	137,406	1,751,488
2026	134,995	117,129	126,277	130,782	132,937	156,720	162,918	161,250	164,150	151,987	136,835	137,406	1,713,386

Revenue		2024	2025	2026
00-100-3020	General Sales Tax	1,640,000	1,660,000	1,700,000
00-100-3001	Property Taxes	257,000	255,000	255,000
00-100-3022	Highway Users Tax	55,000	60,754	73,424
00-100-3555	Sanitation District Reimbursement	72,000	58,000	75,000
00-100-3560	Franchise Tax	40,000	50,000	70,000
00-100-3140	Fines and Court Fees	30,000	40,000	25,000
00-100-3500	Interest Income	16,000	27,500	79,646
00-100-3480	Hangar Rent	13,000	23,400	22,950
00-100-3115	Federal Mineral Lease Royalty	10,000	18,000	16,000
00-100-3550	Miscellaneous Income	-	15,800	-
00-100-3010	Specific Ownership Tax	10,000	11,500	12,000
00-100-3002	Motor Vehicle Tax	5,500	8,500	8,700
00-100-3365	Planning & Zoning Fees	2,000	6,500	6,000
00-100-3158	Administrative Fees	5,000	5,500	5,000
00-100-3015	Cigarette Tax	1,500	4,500	2,000
00-100-3350	Cemetery Fees	1,500	3,500	5,000
00-100-3400	Business License	5,000	3,500	3,500
00-100-3014	Severance Tax	1,500	2,000	1,500
00-100-3405	Liquor Licenses	1,300	2,000	2,000
00-100-3030	CO Road and Bridge Mill Levy	-	1,300	2,000
00-100-3401	Non-Business Licenses / Permits	1,000	750	500
00-100-3024	Interest on Delinquent Tax	400	490	600
	Insurance Reimbursement - CIRSA	-	-	-
00-100-3650	Donations	-	-	-
00-100-3660	Contributions - Tax Deductions	-	-	-
00-100-3740	Police Grants	25,000	-	15,000
21-300-3162	ADMIN. - PARTICIPATION FEES	10,000	20,000	15,000
	Transfer from Other Funds	-	-	-
Total		2,202,700	2,278,494	2,395,820

	2020	2021	2022	2023	2024	2025	2026	2027	2028
	1,303,850	1,414,087	1,673,682	1,725,963	1,696,207				
	164,196	169,888	198,859	198,004	273,346				
	56,516	63,851	66,152	59,929	73,792				
	14,639	21,354	23,903	49,179	88,589				
	47,567	48,382	43,385	58,742	65,866				
	43,171	47,644	19,973	36,185	17,927				
	14,862	17,325	24,300	37,169	57,523				
	12,983	15,381	15,815	14,630	10,576				
	6,486	11,929	21,064	31,490	16,038				
	5,039	24,921	10,493	23,008	838				
	12,364	12,814	12,917	12,536	12,233				
	10,552	8,487	8,395	8,048	7,078				
	7,063	1,025	545	9,325	4,439				
	1,004	1,913	16,193	1,579	8,758				
	2,316	3,293	2,705	3,099	2,312				
	1,950	6,250	1,950	6,300	3,850				
	3,012	3,069	3,097	2,974	3,925				
	2,528	1,897	3,906	2,536	2,918				
	425	325	1,051	5,948	1,578				
	2,058	-	-	3,244	1,041				
	311	1,566	840	446	85				
	453	389	497	610	1,073				
	-	-	908	-	-				
	-	-	-	5,993	9,385				
	-	-	-	-	124				
	-	3,265	10,400	5,194	-				
	-	-	-	7,496	9,813				
	-	-	-	11,191	30,721				
	1,713,345	1,879,054	2,161,031	2,320,814	2,400,033	-	-	-	-

Judicial Expenses		2024	2025	2026
00-110-4000	SALARIES / WAGES	14,560	8,656	8,966
00-110-4020	UNEMPLOYMENT	21	25	50
00-110-4030	WORKERS COMPENSATION	27	50	185
00-110-4040	EMPLOYEE INSURANCE	1,475	2,800	2,729
00-110-4050	EMPLOYER SHARE FICA	800	1,159	686
00-110-4100	OVERTIME	400	200	-
00-110-4070	LOCAL RETIREMENT	500	350	483
00-110-5500	ATTORNEY FEES	6,500	10,000	10,000
00-110-5550	PROFESSIONAL SERVICES	2,500	1,000	1,000
00-110-6050	DUES / SUBSCRIPTIONS	100	100	100
00-110-6110	MEETING, TRAINING, TRAVEL	100	100	100
00-110-6240	SUPPLIES - OPERATING	100	100	100

	2020	2021	2022	2023	2024	2025	2026	2027	2028
	5,727	4,868	8,698	9,809	15,187				
	22	15	18	20	29				
	8	15	18	20	26				
	1,133	1,591	1,284	1,010	4,033				
	413	333	659	738	1,098				
	-	-	25	406	-				
	228	168	313	4	629				
	2,653	9,884	6,919	9,032	8,400				
	2,448	-	1,632	-	-				
	-	-	-	-	100				
	-	-	23	-	-				
	155	-	-	-	-				

00-110-6255	MISC EXPENSE	-	-	-
Total		27,083	24,540	24,399

Mayor & Legislative		2024	2025	2026
00-120-4006	LEGISLATIVE SALARY	41,400	37,800	34,500
00-120-4010	PART-TIME WAGES	-	-	-
00-120-4020	UNEMPLOYMENT	50	65	65
00-120-4030	WORKERS COMPENSATION	500	120	711
00-120-4050	EMPLOYERS SHARE FICA	1,350	2,892	2,639
00-120-6110	MEETING, TRAINING, TRAVEL	1,000	3,000	3,000
00-120-6255	MISC EXPENSE	-	-	-
00-120-6400	DONATIONS (Moved from Admin)	-	88,200	79,900
00-120-6280	UNIFORMS	750	750	-
Total		45,050	132,827	120,815

Town Manager		2024	2025	2026
00-122-4000	SALARIES / WAGES	80,826	93,600	93,730
00-122-4020	UNEMPLOYMENT	165	175	150
00-122-4030	WORKERS COMPENSATION	275	275	1,930
00-122-4040	EMPLOYEE INSURANCE	8,280	8,280	12,736
00-122-4050	EMPLOYER SHARE FICA	5,750	7,160	7,170
00-122-4070	LOCAL RETIREMENT	3,335	3,750	3,880
00-122-6050	DUES / SUBSCRIPTIONS	1,400	1,200	1,200
00-122-6110	MEETING, TRAINING, TRAVEL	1,750	2,750	2,500
00-122-6200	SUPPLIES - OFFICE	200	250	-
00-122-6240	SUPPLIES - OPERATING	200	250	-
00-122-6245	TELEPHONE	600	600	100
00-122-6255	MISC EXPENSE	-	50	-
00-122-6270	MOVING EXPENSE	-	-	-
Total		102,781	118,340	123,397

Election		2024	2025	2026
00-124-6200	SALARIES / WAGES	600	500	660
00-124-6240	SUPPLIES - OPERATING	2,300	2,000	2,530
00-124-6255	MISC EXPENSE	150	150	165
Total		3,050	2,650	3,355

Administration		2024	2025	2026
00-125-4000	SALARIES / WAGES	130,477	108,902	108,006
00-125-4001	PERFORMANCE AWARD	34,500	25,000	-
00-125-4010	PART-TIME WAGES	1,840	3,500	-
00-125-4020	UNEMPLOYMENT	325	425	275
00-125-4030	WORKERS COMPENSATION	460	500	2,224
00-125-4040	EMPLOYEE INSURANCE	25,220	40,000	30,930
00-125-4050	EMPLOYER SHARE FICA	12,500	12,000	8,262
00-125-4070	LOCAL RETIREMENT	4,000	4,500	4,412
00-125-40xx	OVERTIME	-	200	500

0	229	0	-	-	-	-	-	-
12,786	17,103	19,589	21,039	29,501				

2020	2021	2022	2023	2024	2025	2026	2027	2028
395	700	5,300	27,250	31,103				
300	-	-	-	-				
3	2	11	43	61				
3	5	6	35	500				
50	50	413	1,661	2,345				
-	-	592	1,185	408				
-	-	-	-	400				
-	-	-	-	-				
-	-	-	-	-				

2020	2021	2022	2023	2024	2025	2026	2027	2028
55,886	61,547	67,742	70,767	90,106				
212	177	135	160	122				
110	110	132	200	275				
6,721	6,651	5,753	6,946	8,836				
4,080	4,374	5,050	6,209	6,731				
2,236	2,437	2,793	3,307	3,730				
791	1,087	781	835	1,081				
387	595	2,740	2,327	2,904				
161	93	889	143	173				
999	-	255	157	28				
599	759	777	927	560				
-	49	549	47	-				
-	-	3,929	1,072	-				

2020	2021	2022	2023	2024	2025	2026	2027	2028
575	-	415	-	-				
-	804	1,440	4,498	-				
2,353	-	100	-	-				

2020	2021	2022	2023	2024	2025	2026	2027	2028
73,826	71,025	98,692	98,841	148,591				
2,000	1,855	62,497	35,698	16,536				
1,097	1,466	1,497	1,600	3,565				
303	228	360	301	350				
223	250	405	400	460				
10,031	24,717	24,811	20,913	44,319				
6,549	5,296	13,487	11,142	14,038				
2,948	2,637	3,826	4,388	6,176				
-	-	170	917	412				

00-125-5500	ATTORNEY FEES	20,000	25,000	25,000
00-125-5550	PROFESSIONAL SERVICES	35,000	30,000	30,000
00-125-5825	AUDITING COSTS	20,000	30,000	15,000
00-125-6000	ADVERTISING	3,500	1,000	2,500
00-125-6010	DONATIONS	87,100	-	-
00-125-6030	SERVICE CHARGE	300	530	700
00-125-6050	DUES / SUBSCRIPTIONS	20,000	20,000	20,000
00-125-6070	JANITORIAL SUPPLIES	1,000	850	850
00-125-6075	INSURANCE	51,000	65,000	71,988 *
00-125-6110	MEETING, TRAINING, TRAVEL	4,500	6,500	10,000
00-125-6115	POSTAGE	1,800	2,200	2,200
00-125-6120	REPAIRS - BUILDING	1,000	350	1,000
00-125-6135	REPAIRS - EQUIPMENT	200	50	1,000
00-125-6200	SUPPLIES - OFFICE	5,500	6,000	4,000
00-125-6240	SUPPLIES - OPERATING	500	1,200	1,000
00-125-6245	TELEPHONE	4,100	2,000	12,700
00-125-6255	MISC EXPENSE	-	-	-
00-125-6256	STALE CLEANUP	-	-	-
00-125-6280	UNIFORMS	350	500	500
00-125-6285	COUNTY TREASURER'S FEES	6,300	5,500	8,000
00-125-6300	UTILITIES	3,500	3,500	3,500
00-125-6310	UTILITIES - FIRE HALL	4,250	4,000	4,000
00-125-6415	DRUG & ALCOHOL TESTING	100	100	100
00-125-6560	FIREWORKS	40,000	40,000	40,000
	CAPITAL			20,000
Total		519,322	439,307	428,647

17,799	11,808	20,108	32,121	21,857				
12,955	16,430	28,410	41,089	22,664				
15,125	10,000	12,900	20,000	13,550				
1,442	2,989	8,292	3,367	1,843				
50,000	49,000	56,494	93,668	82,309				
71	28	320	1,710	820				
5,707	3,502	13,699	11,096	17,074				
1,018	500	366	725	730				
31,904	32,768	36,586	38,251	49,208				
397	666	2,185	4,481	1,435				
1,167	1,778	1,318	2,502	1,211				
49	42	1,164	248	1,181				
185	-	4	-	3,356				
4,813	5,460	7,500	6,101	5,059				
2,963	-	577	894	2,193				
2,688	309	377	311	2,839				
290	9,209	376	70	241				
-	-	49,884	-	-				
3,293	3,350	3,922	4,763	5,424				
2,359	2,315	3,428	2,991	2,480				
1,909	1,904	3,952	4,162	2,719				
-	-	-	-	-				
12,000	12,000	12,000	-	35,069				
265,112	271,533	469,605	442,749	507,714	-	-	-	-

Planning & Zoning (NEW)		2024	2025	2026
*	Salaries & Wages			47,133
*	Unemployment			92
*	Worker's Compensation			971
*	Insurance			18,194
*	FICA			3,606
*	Retirement			1,951
00-130-5500	ATTORNEY FEES	4,600	4,000	5,500
00-130-5550	PROFESSIONAL SERVICES	10,350	15,000	15,000
00-130-6000	ADVERTISING	345	345	150
00-130-6115	POSTAGE	460	400	200
00-130-6200	SUPPLIES - OPERATING			
00-130-6255	MISC EXPENSE			
00-130-6275	TRAVEL			
	COST REIMBURSEMENT	-	-	
Total		15,755	19,745	92,796

	2020	2021	2022	2023	2024	2025	2026	2027	2028
	574	2,235	409	8,944	5,540				
	6,335	19	2,436	12,440	98,709				
	375	18	925	258	26				
	370	-	-	220	85				
	-	-	-	(13,181)	(60,637)				
	7,654	2,272	3,769	8,682	43,724	-	-	-	-

Police Services		2024	2025	2026
00-140-4000	SALARIES / WAGES	440,045	431,544	493,904
00-140-4010	PART-TIME WAGES	100	-	-

	2020	2021	2022	2023	2024	2025	2026	2027	2028
	237,039	272,950	341,525	308,257	376,517				
	710	347	-	-	20				

00-140-4020	UNEMPLOYMENT	800	900	1,000
00-140-4030	WORKERS COMPENSATION	8,750	12,500	10,172
00-140-4040	EMPLOYEE INSURANCE	76,075	75,000	70,046
00-140-4050	EMPLOYER SHARE FICA	25,300	33,663	37,784
00-140-4060	STATE RETIREMENT	12,000	16,000	20,811
00-140-4070	LOCAL RETIREMENT	5,000	5,000	-
00-140-4100	OVERTIME	25,000	47,018	73,790
00-140-5500	ATTORNEY FEES	5,000	7,500	7,500
00-140-5550	PROFESSIONAL SERVICES	33,000	40,000	40,000
00-140-5594	DISPATCH FEES	40,000	47,500	51,200
00-140-5805	PUBLIC RELATIONS	1,000	500	1,000
00-140-6000	ADVERTISING	450	50	250
00-140-6050	DUES / SUBSCRIPTIONS	31,000	34,200	31,000
00-140-6100	PRINTING	750	750	1,000
00-140-6110	MEETING, TRAINING, TRAVEL	17,500	10,000	12,000
00-140-6115	POSTAGE	300	300	300
00-140-6120	REPAIRS - BUILDING	1,000	750	750
00-140-6135	REPAIRS - EQUIPMENT	500	500	200
00-140-6140	VEHICLE - REPAIR	5,000	8,000	8,500
00-140-6200	SUPPLIES - OFFICE	1,500	1,200	1,200
00-140-6240	SUPPLIES - OPERATING	10,000	10,000	12,000
00-140-6245	TELEPHONE	2,800	5,000	7,000
00-140-6255	MISC EXPENSE	-	-	-
00-140-6280	UNIFORMS	7,500	5,000	5,000
00-140-6300	UTILITIES	3,200	2,800	3,000
00-140-6320	VEHICLE - GAS	12,000	13,500	14,000
	CAPITAL	-	-	-
Total		765,570	809,175	903,408

		2024	2025	2026
00-150-4000	SALARIES / WAGES	169,645	134,202	196,944
00-150-4010	PART-TIME WAGES	4,667	5,000	
00-150-4020	UNEMPLOYMENT	288	250	250
00-150-4030	WORKERS COMPENSATION	5,750	4,039	4,056
00-150-4040	EMPLOYEE INSURANCE	42,097	55,000	43,301
00-150-4050	EMPLOYER SHARE FICA	8,500	10,266	15,066
00-150-4070	LOCAL RETIREMENT	4,700	6,200	5,099
	*ON CALL			10,950
00-150-4100	OVERTIME	3,500	3,500	3,500
00-150-5550	PROFESSIONAL SERVICES	5,000	5,000	5,000
00-150-5575	SHARED EMPLOYEE	-	500	500
00-150-5590	WEED CONTROL	1,000	1,300	1,300
00-150-5600	SNOW REMOVAL	10,000	10,000	10,000
00-150-6030	SERVICE CHARGE	-	-	-
00-150-6110	MEETING, TRAINING, TRAVEL	1,750	5,000	5,000
00-150-6120	REPAIRS - BUILDING	2,000	2,000	2,000

		2020	2021	2022	2023	2024	2025	2026	2027	2028
00-150-4000	SALARIES / WAGES	71,572	73,107	62,212	124,727	128,189				
00-150-4010	PART-TIME WAGES	184	516	806	140	5,420				
00-150-4020	UNEMPLOYMENT	272	216	142	261	220				
00-150-4030	WORKERS COMPENSATION	4,282	2,400	3,381	4,829	5,750				
00-150-4040	EMPLOYEE INSURANCE	7,277	7,706	11,477	36,366	35,540				
00-150-4050	EMPLOYER SHARE FICA	5,264	5,381	5,278	9,325	9,809				
00-150-4070	LOCAL RETIREMENT	2,866	2,918	2,693	5,145	5,022				
	*ON CALL									
00-150-4100	OVERTIME	192	1,026	4,271	2,002	2,844				
00-150-5550	PROFESSIONAL SERVICES	170	8,995	42,438	3,097	4,958				
00-150-5575	SHARED EMPLOYEE	854	92	2,233	-	-				
00-150-5590	WEED CONTROL	-	-	500	-	1,000				
00-150-5600	SNOW REMOVAL	-	-	-	8,044	4,510				
00-150-6030	SERVICE CHARGE				37					
00-150-6110	MEETING, TRAINING, TRAVEL	89	148	585	1,269	2,209				
00-150-6120	REPAIRS - BUILDING	96	189	1,680	2,361	1,933				

Streets & Highways	
00-150-4000	SALARIES / WAGES
00-150-4010	PART-TIME WAGES
00-150-4020	UNEMPLOYMENT
00-150-4030	WORKERS COMPENSATION
00-150-4040	EMPLOYEE INSURANCE
00-150-4050	EMPLOYER SHARE FICA
00-150-4070	LOCAL RETIREMENT
	*ON CALL
00-150-4100	OVERTIME
00-150-5550	PROFESSIONAL SERVICES
00-150-5575	SHARED EMPLOYEE
00-150-5590	WEED CONTROL
00-150-5600	SNOW REMOVAL
00-150-6030	SERVICE CHARGE
00-150-6110	MEETING, TRAINING, TRAVEL
00-150-6120	REPAIRS - BUILDING

00-150-6122	EQUIPMENT RENTAL
00-150-6126	REPAIRS - STREET
00-150-6135	REPAIRS - EQUIPMENT
00-150-6140	VEHICLE - REPAIR
00-150-6240	SUPPLIES - OPERATING
00-150-6245	TELEPHONE
00-150-6255	MISC EXPENSE
00-150-6280	UNIFORMS
00-150-6310	UTILITIES - STREET LIGHTS
00-150-6315	UTILITIES - BUILDING
00-150-6320	VEHICLE GAS
00-150-6500	SAFETY EXPENSES
	TREE REMOVAL (NEW)
BLANK	
Total	

16,000	15,000	15,000
90,000	30,000	60,000
8,000	8,500	8,500
4,500	5,000	4,500
8,500	7,000	7,000
900	950	1,000
-	150	-
1,200	1,500	1,500
26,000	26,000	26,000
1,400	2,100	2,100
6,500	7,500	10,000
2,000	2,500	2,500
-	4,000	4,000
-	-	-
423,897	352,457	445,066

-	-	350	-	14,440				
4,783	3,667	24,176	19,903	13,684				
1,297	2,334	4,913	9,399	5,269				
2,046	1,422	2,524	4,402	1,769				
2,863	4,352	6,626	6,577	6,400				
875	732	802	1,000	919				
169	106	-	-	667				
			-	440				
23,090	22,844	24,380	22,105	20,756				
1,722	549	1,528	742	833				
3,935	5,432	6,582	5,939	7,129				
825	186	2,024	972	1,923				
-	-	-	-	-				
134,724	144,319	211,601	268,644	281,634	-	-	-	-

Airport	
00-160-6126	REPAIRS
00-160-6300	UTILITIES - R/W LIGHTS
00-160-6310	UTILITIES - HANGARS
00-160-6000	ADVERTISING
00-160-6305	RADIO CONTROL - R/W LIGHTS
	CAPITAL
Total	

	2024	2025	2026
17,000	17,000	15,000	
3,000	2,200	2,200	
750	750	750	
-	-	-	
-	-	-	
-	-	-	
20,750	19,950	17,950	

	2020	2021	2022	2023	2024	2025	2026	2027	2028
-	-	-	-	-	3,000				
2,006	2,135	2,321	2,175	1,922					
590	-	734	750	176					
2,596	2,135	3,055	2,925	5,098	-	-	-	-	-

Sanitation District	
00-170-4000	SALARIES / WAGES
00-170-4020	UNEMPLOYMENT
00-170-4030	WORKERS COMPENSATION
00-170-4040	EMPLOYEE INSURANCE
00-170-4050	EMPLOYER SHARE FICA
00-170-4070	LOCAL RETIREMENT
00-170-4100	OVERTIME
Total	

	2024	2025	2026
15,275	32,147	38,172	
58	58	69	
250	250	786	
8,580	8,500	11,826	
1,150	2,459	2,920	
750	775	1,580	
-	-	-	
26,063	44,189	55,353	

	2020	2021	2022	2023	2024	2025	2026	2027	2028
461	14,058	14,964	15,615	11,079					
49	41	28	34	21					
100	100	120	200	250					
1,035	4,223	3,940	7,351	4,718					
934	962	1,009	1,152	759					
511	547	561	698	448					
-	-	11	2	-					
3,090	19,930	20,633	25,052	17,275	-	-	-	-	-

Mosquitos	
00-152-6430	AERIAL SPRAY
00-152-6431	FOGGING OPERATIONS
00-152-6432	LARVACIDE
00-152-6000	ADVERTISING
00-152-6435	GROUND SPRAY
Total	

	2024	2025	2026
52,000	38,500	38,500	
-	3,200	3,200	
37,500	40,500	40,500	
-	-	-	
-	-	-	
89,500	82,200	82,200	

	2020	2021	2022	2023	2024	2025	2026	2027	2028
-	-	22,869	31,183	24,321					
-	-	-	-	4,200					
41,355	50,438	28,800	34,000	37,500					
41,355	50,438	51,669	65,183	66,021	-	-	-	-	-

Cemetery	
00-155-4000	SALARIES / WAGES
00-155-4010	PART-TIME WAGES
00-155-4020	UNEMPLOYMENT

	2024	2025	2026
21,381	58,813	8,069	
14,042	12,000	-	
70	50	7	

	2020	2021	2022	2023	2024	2025	2026	2027	2028
2,872	2,584	3,086	9,067	21,381					
-	-	-	8,236	14,042					
11	8	6	35	70					

00-155-4030	WORKERS COMPENSATION	230	330	166
00-155-4040	EMPLOYEE INSURANCE	4,348	3,500	2,001
00-155-4050	EMPLOYER SHARE FICA	2,674	4,499	617
00-155-4070	LOCAL RETIREMENT	750	450	334
00-155-4100	OVERTIME	637	100	800
00-155-5590	WEED CONTROL	1,200	1,350	1,350
00-155-5592	RODENT CONTROL	-	2,000	2,000
00-155-6122	EQUIPMENT RENTAL	-	3,000	3,000
00-155-6135	REPAIRS - EQUIPMENT	371	500	500
00-155-6240	SUPPLIES - OPERATING	1,350	1,400	1,500
00-155-6255	MISC EXPENSE	400	1,500	1,500
00-155-6300	UTILITIES	339	425	425
BLANK		-	-	
Total		47,791	89,917	22,269

256	150	180	200	230				
229	233	313	2,306	4,348				
212	187	240	1,300	2,674				
95	102	121	372	750				
6	68	173	80	637				
-	-	300	600	1,200				
-	1,243	300	450	-				
-	175	520	-	371				
1,306	403	1,095	297	1,350				
-	550	1,093	4,277	400				
360	360	390	380	339				
5,347	6,062	7,819	27,600	47,791	-	-	-	-

Parks		2024		
		2024	2025	2026
00-158-4010	PART-TIME WAGES	18,670	-	-
00-158-4000	SALARIES / WAGES	49,192	70,431	79,089
00-158-4040	EMPLOYEE INSURANCE	9,410	8,500	10,007
00-158-6300	UTILITIES	7,500	9,000	9,000
00-158-4050	EMPLOYER SHARE FICA	4,025	5,388	6,050
00-158-6120	REPAIRS - BUILDING	7,500	10	7,500
00-158-6240	SUPPLIES - OPERATING	5,500	5,500	5,500
00-158-6192	PUBLIC RESTROOMS	3,500	3,500	4,500
00-158-4030	WORKERS COMPENSATION	1,150	1,325	1,629
00-158-4070	LOCAL RETIREMENT	1,000	1,000	1,572
00-158-5590	WEED CONTROL	1,200	1,650	1,650
00-158-6500	SAFETY EXPENSES	1,000	2,000	2,000
00-158-4100	OVERTIME	460	750	750
00-158-6135	REPAIRS - EQUIPMENT	2,000	1	1,000
00-158-5592	RODENT CONTROL	3,000	4,500	1,500
00-158-6280	UNIFORM	250	350	350
00-158-6070	JANITORIAL SUPPLIES	175	175	175
00-158-4020	UNEMPLOYMENT	115	106	150
00-158-5550	PROFESSIONAL SERVICES	3,500	10	-
00-158-6255	MISC EXPENSE	-	9,000	-
BLANK		-	-	
Total		119,147	123,196	132,422

2020	2021	2022	2023	2024	2025	2026	2027	2028
27,827	12,946	29,058	16,662	45,617				
12,339	13,373	14,973	28,757	31,895				
1,191	1,206	1,559	6,691	7,194				
7,089	6,967	8,440	6,743	6,599				
3,033	1,953	3,454	3,407	5,840				
544	3,264	6,905	6,230	5,332				
5,402	4,753	13,132	3,654	4,897				
2,441	50	2,650	5,100	4,200				
483	350	315	1,000	1,150				
493	527	539	965	1,042				
1,555	1,182	667	879	1,000				
-	-	12	-	1,000				
28	359	1,502	401	706				
410	54	649	142	595				
-	1,243	2,005	2,700	355				
-	-	-	-	170				
49	237	171	54	144				
200	78	91	92	142				
-	-	-	10	-				
63,083	48,542	86,123	83,488	117,876	-	-	-	-

Recreation (NEW)		2024	2025	2026
*	Salaries & Wages			45,597
*	FICA			3,488
*	Retirement			1,817
*	Insurance			13,645
*	Overtime			500
*	Unemployment			50
*	Workers Comp			939

21-325-5800	ADMINISTRATION	-	-	200
21-330-6240	YOUTH SPORTS	7,000	5,000	10,000
21-340-6240	ADULT SPORTS	3,000	5,000	5,000
Total		10,000	10,000	81,237

-	-	-	-	-	-	-	-	-
-	-	-	-	5,637	5,167	-	-	-
-	-	-	-	-	103	-	-	-

Water Enterprise Fund

Summary

Revenue
Expenses
(+) Surplus / (-) Deficit

2026
1,347,818
1,247,008
100,810

Water Sales

Revenue

	2024	2025	2026
Total	1,094,817	18,406,240	1,347,818

	2020	2021	2022	2023	2024	2025	2026	2027	2028
	665,408	583,657	665,836	660,431	1,115,268	-	-	-	-

Expenses

WATER ADMIN

	2024	2025	2026
Total	535,388	482,040	436,601

	2020	2021	2022	2023	2024	2025	2026	2027	2028
	541,104	570,604	508,997	578,726	545,880	-	-	-	-

WATER PLANT

	2024	2025	2026
Total	410,600	18,174,710	743,557

	2020	2021	2022	2023	2024	2025	2026	2027	2028
	78,673	111,278	125,771	137,530	141,400	-	-	-	-

WATER DISTRIBUTION

	2024	2025	2026
Total	32,450	145,050	47,000

	2020	2021	2022	2023	2024	2025	2026	2027	2028
	48,507	7,384	25,399	13,052	8,801	-	-	-	-

WATER METERS

	2024	2025	2026
Total	44,000	68,000	5,000

	2020	2021	2022	2023	2024	2025	2026	2027	2028
	-	-	-	2,364	30,323	-	-	-	-

WATER SUPPLY

	2024	2025	2026
Total	6,800	24,850	14,850

	2020	2021	2022	2023	2024	2025	2026	2027	2028
	4,775	3,334	4,453	4,029	3,867	-	-	-	-

Solid Waste Fund

Summary

Revenue
Expenses
(+) Surplus / (-) Deficit

2026
392,055
390,949
1,105

Revenue

	2024	2025	2026
Total	375,446	365,600	392,055

	2020	2021	2022	2023	2024	2025	2026	2027	2028
	263,637	275,200	299,228	322,118	375,446	-	-	-	-

Expenses

	2024	2025	2026
Total	367,504	365,600	390,949

	2020	2021	2022	2023	2024	2025	2026	2027	2028
	264,452	298,774	307,003	335,132	367,504	-	-	-	-