



Notice of Kremmling Board of Trustees Regular Meeting

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

Wednesday, November 19, 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

- 11/4/2025 Colorado Bureau of Investigation Press Release
- Resolution No. 2025-11-01PC A Resolution by the Planning and Zoning Commission Requesting that the Board of Trustees of the Town of Kremmling, Colorado, Create a New Zoning District for Large Scale Development and Recommending a Draft Red Mountain Commercial Zone

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 October 16, 2025 - November 19, 2025
2. Recording of Proceedings from October 15, 2025, Regular Meeting
3. Resolution No. 2025-11-01 A Resolution Approving a First Amendment to Subdivision Improvements Agreement for Grand Cliffs Subdivision, Filing No. 1
4. Resolution No. 2025-11-02 A Resolution Approving an Intergovernmental Agreement with the Kremmling Fire Protection District

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 the Dean West Hotel & Restaurant License at 207 Central Avenue

Adjournment of Local Liquor Licensing Authority

New Business

1. **Discussion & Action Item.** Ordinance No. 731 An Ordinance Granting a Non-Exclusive Electric Utility Franchise to Mountain Parks Electric, Inc. - Second Reading.
2. **Public Hearing for 2026 Budget Items.**
 - a. **Discussion & Action Item.** Resolution No. 2025-11-03 A Resolution Summarizing Expenditures and Revenues for Each Fund and Adopting a Budget & Capital Plan for the Town of Kremmling, Colorado for the Calendar Year Beginning on the First Day of January 2026 and Ending on the Last Day of December 2026.
 - b. **Discussion & Action Item.** Resolution No. 2025-11-04 A Resolution Appropriating Sums of Money to the Various Funds and Spending Agencies, in the Amounts and for the Purpose as Set Forth Below, for the Town of Kremmling, Colorado for the 2026 Budget Year.
 - c. **Discussion & Action Item.** Resolution No. 2025-11-05 A Resolution Levying Property Taxes for the Year 2025 to Help Defray the Costs of Government for the Town of Kremmling, Colorado for the 2026 Budget Year.
 - d. **Discussion & Action Item.** Resolution No. 2025-11-06 A Resolution Approving the Salaries, Wages, and Organization Chart for Positions of the Town of Kremmling for 2026.

Board of Trustees Reports & Future Agenda Items for Consideration

Adjourn

Future Meetings:

- Board of Trustees Work Session: December 3, 2025 - 6 PM @ 203 Park Avenue, Chamber of Commerce
- Regular Board of Trustees Meeting: December 17, 2025 - 6 PM @ 203 Park Avenue, Chamber of Commerce



COLORADO

Bureau of Investigation⁽¹⁾

Department of Public Safety

[Home \(1\)](#) Victim Identified in Kremmling Death Investigation

Victim Identified in Kremmling Death Investigation

November 4, 2025 – CBI – Kremmling, CO – The Colorado Bureau of Investigation (CBI) can now share that the Grand County Coroner's Office has identified the individual involved in the recent death investigation as **Joshua Horsley, 25, of Kremmling, Colorado**.

The Grand County Sheriff's Office, Kremmling Police Department, and Grand County Coroner's Office have received multiple inquiries regarding this CBI investigation. Unfortunately, death investigations are often complex and require extensive, ongoing work that can take time to conclude. We understand that such events can lead to questions and speculation within a small community.

We would like to reiterate that this was an **isolated incident**, and there is **no threat to public safety**. No arrests have been made, and investigators are not currently seeking any persons of interest related to this case, which remains classified as an *Unattended Death Investigation*.

As with any active investigation, the information being shared reflects the best knowledge available to investigators at this time and is subject to change as new details emerge.

Further information will be released as it becomes available and as appropriate to the ongoing investigation.

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**TOWN OF KREMMLING
PLANNING & ZONING COMMISSION
RESOLUTION NO. 2025-11-01PC**

**A RESOLUTION BY THE PLANNING AND ZONING COMMISSION REQUESTING
THAT THE BOARD OF TRUSTEES OF THE TOWN OF KREMMLING, COLORADO,
CREATE A NEW ZONING DISTRICT FOR LARGE SCALE DEVELOPMENT AND
RECOMMENDING A DRAFT RED MOUNTAIN COMMERCIAL ZONE**

WHEREAS, the Planning and Zoning Commission of the Town of Kremmling recognizes that new, large parcels of land may be annexed into the Town; and

WHEREAS, the Kremmling Municipal Code provides for seven zoning districts, and the recognized zoning districts have not been updated since 2012; and

WHEREAS, new methods of development, particularly with respect to larger areas, are not available under the current Code zoning districts; and

WHEREAS, to provide for development of large-scale commercial property and large footprint projects, the Kremmling Municipal Code needs at least one additional zoning district that reflects modern development trends and large parcel development not recognized in the current CB-Central Business zoning district; and

WHEREAS, the Planning and Zoning Commission has developed a new zoning district that will allow multiple uses, and recognizes modern development methods and trends, including different minimum and maximum lot sizes, different means of combining and of segregating different uses; and new means of combining uses such as residences above ground for commercial uses; and

WHEREAS, the available large parcels may require phased development, while primarily providing for flexible uses under a new type of zoning districts; and

WHEREAS, the Planning and Zoning Commission has prepared the first overlay of the Red Mountain Commercial Zoning District and recommends adoption by the Board of Trustees; and

WHEREAS, the new zoning district should be available as a tool for development, and future overlays may be added to the Red Mountain Commercial Zoning District.

NOW, THEREFORE BE IT RESOLVED, by the Planning and Zoning Commission for the Town of Kremmling, Colorado:

Section 1. The Planning Commission hereby recommends to the Board of Trustees of the Town of Kremmling that new lands not be annexed to the Town of Kremmling unless and until the new zoning district is available to developers in order to provide maximum flexibility and ability to address Town commercial and residential needs not presently available under the Kremmling Municipal Code.

Section 2. The Red Mountain Commercial Zoning District is hereby recommended to the Board of Trustees in essentially the same form as the copy of such form accompanying this resolution.

Duly moved, seconded and passed this 12th day of November, 2025.

PLANNING AND ZONING COMMISSION
TOWN OF KREMMLING

By: 

Chair, Paul Johnson

ATTEST:

Teagan Serres

Town Clerk, Teagan Serres

Red Mountain Commercial (RMC) Zone

The Red Mountain Commercial (RMC) Zone district is intended to: Strengthen the Town's economic base by encouraging commercial development and attracting sales tax generating business; Recognize and provide for uses requiring large lot sizes; and Provide for retail sales and services that require good automobile access.

1. Permitted Uses. The following categories of uses are permitted uses in Red Mountain Commercial zone districts:

- a) Retail commercial and services establishments unless listed as a use by special review or listed as a prohibited use.
- b) Hotels, motels.
- c) Drinking and eating establishments including drive ins, drive through and fast food.
- d) Convenience Stores with or without fuel service.
- e) Automotive Services establishments providing service and repair with or without fuel service, including tire sales and service, oil/grease/lubrication, alignment, and similar retail activities. All business activities shall be conducted within a completely enclosed building with no overnight outdoor parking.
- f) Vehicle parts and sales
- g) Recreational, Motorsports, and Boats dealerships
- h) Commercial Condominiums for any Red Mountain Commercial allowed use.
- i) Rental Businesses renting tangible personal property other than vehicles and heavy machinery.
- j) Big-Box retailers
- k) Agricultural Service businesses
- l) Building Supply Sales
- m) Indoor Recreational Facilities, Health Clubs, Bowling Alleys
- n) Day care center without overnight services
- o) Professional buildings including medical services without overnight facilities
- p) Theaters and movie houses.
- q) Outdoor Commercial recreational facilities occupying up to 1 acre.
- r) Residential dwelling uses on floors above ground floor commercial uses.

2. Use by Special Review. The following uses are permitted uses in Red Mountain Commercial zone districts only by special review:

- a) Automobile and truck dealerships
- b) Automobile leasing and rentals, but outdoor storage of vehicles offered for rent shall not exceed five vehicles at a time.
- c) Truck stops and travel plazas
- d) Laundry and dry cleaning establishments.
- e) Contractor and Construction company offices, warehouses, and yard.

- f) Heavy Machinery rentals, sales and services.
- g) Rafting Business including storage or yard for rafts, trailers, or buses.
- h) Governmental buildings
- i) Communication Towers.
- j) Construction facilities during construction activities.
- k) Hospital and day care facilities with overnight services
- l) Recreation Vehicle Parks-14 day maximum stay.
- m) Cargo containers, when accessory to a permitted use
- n) Communication Towers
- o) Any use, whether permitted or not, that will create an unusual traffic hazard, health or safety issue, or any objectionable visual or other aesthetic impacts, noise, dust, vapor, fumes, odor, smoke, vibration, glare, or waste disposal problems.

3. Uses Not Permitted.

- a. Any storage of tangible personal property not held for sale or rent.
- b. Commercial fleet (of any size) vehicles not held for sale or rent to third parties.
- c. Open storage
- d. Enclosed storage
- e. Indoor Storage
- f. Mini-storage
- g. Any Industrial Use

4. Dimensional requirements.

The following dimensional requirements apply to all structures constructed or located within Red Mountain Commercial zone districts

- a. Minimum lot area: fifteen thousand five hundred (15,000) square feet.
- b. Minimum front setback: None required.
- c. Minimum side setback: None required, where roof drainage is toward the rear lot line.

If roof drainage is toward a side lot line, a minimum of six (6) foot setback from such side lot line is required.

- d. Minimum rear setback: Ten (10) feet; except, where the alley abuts the rear lot line, the distance may be reduced to five (5) feet for all structures, temporary structures, other buildings, and other obstructions, to provide for proper snow handling.

e. In meeting the setback and dimensional requirements, parking requirements for the use must be met, either on-site or on adjacent lot. If an adjacent lot is used to meet parking requirements, deed restrictions or covenants must be imposed so that the adjacent lot use is limited to parking for the use of the other lot.

f. Structure height shall not exceed the lesser of 35 feet from grade to highest point of structure (including antennae, towers or other projections) OR the maximum height allowed under Federal Aviation Administration regulations based on proximity to the Kremmling Airport.

Communications antennae or towers higher than these limits may be permitted as a Use by Special Review, if approved by the Federal Aviation Administration.

4. Other Development Controls

- a) No outdoor storage of any material (usable or waste) shall be permitted in this zone except within enclosed containers screened from view.
- b) No lighting shall be permitted which would glare from this zone onto any street, or into any adjacent property. All lighting shall be downcast/dark sky promoting lighting. See also KMC Section 16.07.150.1, .2, and .3. Section 16.07.150.4 shall not apply.
- c) Landscaping shall be provided, pursuant to KMC Section 16.07.200.1, .3, and .4, and other requirements specific to the proposed use. Landscaping shall comply with statutory restrictions and requirements, including non-functional turf and xeriscaping requirements.
- d) Any use in this Zone shall require site plan approval under KMC Section 17.03.060.
- e) Any proposed use shall be subject to screening requirements specific to the proposed use.

Additional Definitions to be incorporated into the Kremmling Municipal Code:

Truck Plaza or Truck Stop: an establishment engaged in the fueling, servicing, repair, and/or parking of tractor trucks and trailers or similar heavy commercial vehicles, including the sale of accessories and equipment for such vehicles. A travel plaza or truck stop may also include overnight accommodations, showers, or restaurant facilities primarily for the use of truck crews, and all of the typical conveniences for standard-sized automobile users that one typically sees at a gas station. This definition includes truck stops.

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	25-3546	NOV 2025 CHP	10/20/2025	23,686.00	.00		
Total 00-002-2130:					23,686.00	.00		
00-002-2403								
1302	KREMMLING SANITATION DIST	10/31/2025	SEWER TAP FEES REIMBURSE	10/31/2025	51,118.09	.00		
Total 00-002-2403:					51,118.09	.00		
Total :					74,804.09	.00		
Town Manager								
00-122-6050								
1071	CARD SERVICES	10/31/25	SURVEY MONLEYS	10/31/2025	300.00	.00		
Total 00-122-6050:					300.00	.00		
00-122-6245								
1071	CARD SERVICES	10/31/25	VERIZON	10/31/2025	8.97	.00		
Total 00-122-6245:					8.97	.00		
Total Town Manager:					308.97	.00		
Administrative								
00-125-5500								
1289	KELLY P.C.	NOVEMBER 3,	ADMIN ATTORNEY FEES	11/03/2025	1,665.00	.00		
Total 00-125-5500:					1,665.00	.00		
00-125-5550								
1076	CASELLE INC	INV-12233	MAINTENANCE AND SUPPORT	11/01/2025	1,138.00	.00		
1689	EXECUTECH	DEN-234440	ON SITE SUPPORT & MAINT	11/01/2025	831.66	.00		
1640	XPRESS BILL PAY	INV-XPR02945	BANK BILL PAY TRANSACTIONS	10/31/2025	143.70	.00		
Total 00-125-5550:					2,113.36	.00		
00-125-5825								
1340	MCMAHAN & ASSOCIATES LLC	19858	2024 AUDIT - 1ST INVOICE	08/31/2025	20,000.00	.00		
Total 00-125-5825:					20,000.00	.00		
00-125-6030								
1357	MOUNTAIN PARKS ELECTRIC	10/23/2025	CONVIENCE FEE	10/23/2025	2.00	.00		
Total 00-125-6030:					2.00	.00		
00-125-6050								
1071	CARD SERVICES	10/31/25	EMPLOYER'S COUNCIL	10/31/2025	382.83	.00		
1071	CARD SERVICES	10/31/25	MICROSOFT	10/31/2025	115.50	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
1071	CARD SERVICES	10/31/25	ADOB	10/31/2025	19.99	.00		
1071	CARD SERVICES	10/31/25	ADOB	10/31/2025	215.91	.00		
1071	CARD SERVICES	10/31/25	LUCID	10/31/2025	11.00	.00		
1071	CARD SERVICES	10/31/25	MICROSOFT	10/31/2025	9.99	.00		
1417	QUILL LLC	46314470	QUILL MEMBERSHIP	10/24/2025	69.99	.00		
Total 00-125-6050:					825.21	.00		
00-125-6070								
1300	KREMMLING MERCANTILE	01-760760	LYSOL WIPES & PAPER TOWEL	10/22/2025	95.35	.00		
Total 00-125-6070:					95.35	.00		
00-125-6075								
1095	CIRSA	INV1002756	ADDITIONAL VEHICLE COVERA	11/05/2025	486.64	.00		
Total 00-125-6075:					486.64	.00		
00-125-6115								
1071	CARD SERVICES	10/31/25	ABATEMENT NOTICE POSTAGE	10/31/2025	11.87	.00		
Total 00-125-6115:					11.87	.00		
00-125-6200								
1071	CARD SERVICES	10/31/25	THANK YOU CARD POSTAGE	10/31/2025	9.99	.00		
1071	CARD SERVICES	10/31/25	PHONE CHARGERS, CASES, W	10/31/2025	106.88	.00		
1071	CARD SERVICES	10/31/25	ENVELOPES	10/31/2025	23.74	.00		
1300	KREMMLING MERCANTILE	02-762131	BATTERIES	11/03/2025	31.67	.00		
Total 00-125-6200:					172.28	.00		
00-125-6240								
1434	RICOH USA INC	5072307402	PRINTING 8/1/25 - 10/31/25	11/04/2025	419.66	.00		
Total 00-125-6240:					419.66	.00		
00-125-6245								
1071	CARD SERVICES	10/31/25	CENTURYLINK WEBHOSTING	10/31/2025	4.33	.00		
1071	CARD SERVICES	10/31/25	8 X 8 PHONES	10/31/2025	154.32	.00		
Total 00-125-6245:					158.65	.00		
00-125-6300								
1357	MOUNTAIN PARKS ELECTRIC	10/23/2025	208 EAGLE AVE	10/23/2025	41.16	.00		
1357	MOUNTAIN PARKS ELECTRIC	10/23/2025	208 EAGLE AVE STORE	10/23/2025	42.29	.00		
1357	MOUNTAIN PARKS ELECTRIC	10/23/2025	200 EAGLE AVE SPLIT WITH SA	10/23/2025	102.90	.00		
1568	XCEL ENERGY	10/28/2025	200 EAGLE AVE SPLIT WITH SA	10/28/2025	57.85	.00		
1568	XCEL ENERGY	9/29/2025	200 EAGLE AVE SPLIT WITH SA	09/29/2025	45.49	.00		
Total 00-125-6300:					289.69	.00		
00-125-6310								
1357	MOUNTAIN PARKS ELECTRIC	10/23/2025	OLD FIRE HALL	10/23/2025	44.52	.00		
1568	XCEL ENERGY	10/28/2025	301 CENTRAL AVE	10/28/2025	167.93	.00		
1568	XCEL ENERGY	9/29/2025	301 CENTRAL AVE	09/29/2025	119.16	.00		

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Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
1071	CARD SERVICES	10/31/25	MEALS DURING OUT OF STATE	10/31/2025	7.29	.00		
1071	CARD SERVICES	10/31/25	MEALS DURING OUT OF STATE	10/31/2025	38.88	.00		
1071	CARD SERVICES	10/31/25	MEALS DURING OUT OF STATE	10/31/2025	7.29	.00		
1071	CARD SERVICES	10/31/25	MEALS DURING OUT OF STATE	10/31/2025	21.60	.00		
1071	CARD SERVICES	10/31/25	CAR RENTAL DURING OUT OF	10/31/2025	65.65	.00		
1071	CARD SERVICES	10/31/25	MEALS FOR OUT OF STATE TR	10/31/2025	29.21	.00		
1071	CARD SERVICES	10/31/25	LODGING FOR OUT OF STATE	10/31/2025	876.12	.00		
Total 00-140-6110:					1,411.89	.00		
00-140-6115								
1071	CARD SERVICES	10/31/25	MAIL EVIDENCE TO CBI LAB	10/31/2025	14.30	.00		
1071	CARD SERVICES	10/31/25	MAIL EXPRESS DOCS TO DOR	10/31/2025	3.00	.00		
Total 00-140-6115:					17.30	.00		
00-140-6120								
1071	CARD SERVICES	10/31/25	REPLACE SECURITY LIGHT	10/31/2025	46.80	.00		
1534	TRIPLE V DESIGN	5730	REPLACE WORN ENTRY RUG	10/24/2025	372.80	.00		
Total 00-140-6120:					419.60	.00		
00-140-6140								
1071	CARD SERVICES	10/31/25	WINTER TIRES FOR 2021 INTE	10/31/2025	901.96	.00		
1071	CARD SERVICES	10/31/25	TIRES FOR 2024 CHEVY TAHOE	10/31/2025	1,020.36	.00		
1071	CARD SERVICES	10/31/25	MOUNT AND BALANCE NEW WI	10/31/2025	140.00	.00		
1367	NORTHWEST RANCH SUPPLY	10/25/2025	VEHICLE MAINTENANCE FORD	10/25/2025	52.46	.00		
1382	O'REILLY AUTO ENTERPRISES,	5989-222449	FORD F150 MAINTENANCE	10/23/2025	338.13	.00		
1382	O'REILLY AUTO ENTERPRISES,	5989-222523	TRANSMISSION FLUID, SHOP T	10/24/2025	204.56	.00		
1382	O'REILLY AUTO ENTERPRISES,	5989-222553	CREDIT_RETURN A/T FILTER +	10/24/2025	21.15-	.00		
Total 00-140-6140:					2,636.32	.00		
00-140-6200								
1071	CARD SERVICES	10/31/25	STORAGE OF TRAINING EQUIP	10/31/2025	41.50	.00		
1071	CARD SERVICES	10/31/25	REPLENISH OFFICE SUPPLIES	10/31/2025	9.96	.00		
1071	CARD SERVICES	10/31/25	REPLENISH OFFICE SUPPLIES	10/31/2025	17.00	.00		
1071	CARD SERVICES	10/31/25	REPLENISH COPY PAPER	10/31/2025	46.99	.00		
1367	NORTHWEST RANCH SUPPLY	10/25/2025	FIRE EXTINGUISHER & TIRE M	10/25/2025	69.98	.00		
Total 00-140-6200:					185.43	.00		
00-140-6240								
1071	CARD SERVICES	10/31/25	DUTY AMMO	10/31/2025	293.91	.00		
Total 00-140-6240:					293.91	.00		
00-140-6245								
1071	CARD SERVICES	10/31/25	CENTURYLINK WEBHOSTING	10/31/2025	4.33	.00		
1071	CARD SERVICES	10/31/25	8 X 8 PHONES	10/31/2025	154.32	.00		
1071	CARD SERVICES	10/31/25	VERIZON	10/31/2025	67.29	.00		
1086	CENTURY LINK	OCT. 19, 2025	970-724-3318 557B	10/19/2025	39.95	.00		
Total 00-140-6245:					265.89	.00		
00-140-6280								
1071	CARD SERVICES	10/31/25	OFFICER UNIFORM ITEM	10/31/2025	51.00	.00		

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Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
1357	MOUNTAIN PARKS ELECTRIC	10/23/2025	1421 PARK AVE	10/23/2025	42.84	.00		
	Total 00-150-6310:				1,772.46	.00		
00-150-6315								
1568	XCEL ENERGY	10/28/2025	1318 PARK AVE	10/28/2025	130.12	.00		
1568	XCEL ENERGY	9/29/2025	1318 PARK AVE	09/29/2025	69.33	.00		
	Total 00-150-6315:				199.45	.00		
	Total Highways & Streets:				28,518.30	.00		
Cemetery								
00-155-6240								
1367	NORTHWEST RANCH SUPPLY	10/25/2025	ASSORTED TOOLS	10/25/2025	71.73	.00		
	Total 00-155-6240:				71.73	.00		
00-155-6300								
1357	MOUNTAIN PARKS ELECTRIC	10/23/2025	1400 EAGLE AVE	10/23/2025	39.61	.00		
	Total 00-155-6300:				39.61	.00		
	Total Cemetery:				111.34	.00		
Parks								
00-158-6240								
1367	NORTHWEST RANCH SUPPLY	10/25/2025	HEATER FOR CERIANI	10/25/2025	29.99	.00		
1367	NORTHWEST RANCH SUPPLY	10/25/2025	BOLTS AND SCREWS	10/25/2025	40.36	.00		
	Total 00-158-6240:				70.35	.00		
00-158-6300								
1357	MOUNTAIN PARKS ELECTRIC	10/23/2025	203 PARK AVE	10/23/2025	49.44	.00		
1357	MOUNTAIN PARKS ELECTRIC	10/23/2025	DOC CERIANI	10/23/2025	49.96	.00		
1357	MOUNTAIN PARKS ELECTRIC	10/23/2025	GRAND AVE & 5TH ST	10/23/2025	74.32	.00		
1357	MOUNTAIN PARKS ELECTRIC	10/23/2025	303 S 8TH ST	10/23/2025	192.60	.00		
1357	MOUNTAIN PARKS ELECTRIC	10/23/2025	2305 CENTRAL AVE	10/23/2025	272.07	.00		
	Total 00-158-6300:				638.39	.00		
	Total Parks:				708.74	.00		
Airport								
00-160-6126								
1761	NEW WEST PAVING	5893	ASPHALT PATCH WORK	11/04/2025	7,000.00	.00		
	Total 00-160-6126:				7,000.00	.00		
00-160-6300								
1357	MOUNTAIN PARKS ELECTRIC	10/23/2025	450 AIRPORT RD	10/23/2025	195.96	.00		
	Total 00-160-6300:				195.96	.00		
	Total Airport:				7,195.96	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total General:					149,801.81	.00		
Water								
Water Admin								
02-625-5550								
1689	EXECUTECH	DEN-234440	ON SITE SUPPORT & MAINT	11/01/2025	831.67	.00		
1622	STILLWATER TECH LLC	1305	WATER PLANT OPERATION CO	10/31/2025	1,500.00	.00		
Total 02-625-5550:					2,331.67	.00		
02-625-6110								
1071	CARD SERVICES	10/31/25	WATER TRAINING LUNCH	10/31/2025	91.28	.00		
1784	COLORADO RURAL WATER AS	4519	COLORADO RURAL WATER ME	11/01/2025	320.00	.00		
Total 02-625-6110:					411.28	.00		
02-625-6320								
1221	GRAND COUNTY ACCOUNTING	INV05592	WATER FUEL & SURCHARGE	11/01/2025	543.60	.00		
Total 02-625-6320:					543.60	.00		
Total Water Admin:					3,286.55	.00		
Water Plant								
02-630-6245								
1071	CARD SERVICES	10/31/25	8 X 8 PHONES	10/31/2025	77.15	.00		
1071	CARD SERVICES	10/31/25	VERIZON	10/31/2025	13.46	.00		
1086	CENTURY LINK	OCT. 19, 2025	970-724-3862 545B	10/19/2025	175.36	.00		
1086	CENTURY LINK	OCT. 19, 2025	970-724-3249 366B SPLIT W SA	10/19/2025	227.98	.00		
Total 02-630-6245:					493.95	.00		
02-630-6300								
1071	CARD SERVICES	10/31/25	VISIONARY	10/31/2025	121.38	.00		
1357	MOUNTAIN PARKS ELECTRIC	10/23/2025	1697 GCR 12W WATER FILTRAT	10/23/2025	2,209.34	.00		
Total 02-630-6300:					2,330.72	.00		
02-630-6420								
1586	COLORADO ANALYTICAL LABO	251022030	PFAS WATER SUPPLIES	11/05/2025	449.00	.00		
Total 02-630-6420:					449.00	.00		
02-630-7000								
1171	BOWMAN CONSULTING GROU	527880	WTP ENGINEERING	10/31/2025	14,710.00	.00		
1750	HENSEL PHELPS	9/30/2025	WTP CONSTRUCTION SEPTEM	09/30/2025	554,701.96	554,701.96	10/20/2025	
Total 02-630-7000:					569,411.96	554,701.96		
Total Water Plant:					572,685.63	554,701.96		
Water Distribution								
02-640-5550								
1618	UTILITY NOTIFICATION CENTE	225100846	811 LOCATE SERVICE	10/31/2025	4.65	.00		
Total 02-640-5550:					4.65	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
02-640-6300								
1357	MOUNTAIN PARKS ELECTRIC	10/23/2025	WATER TANK	10/23/2025	48.41	.00		
	Total 02-640-6300:				48.41	.00		
	Total Water Distribution:				53.06	.00		
Water Supply								
02-660-6300								
1357	MOUNTAIN PARKS ELECTRIC	10/23/2025	WATER PUMP STATION #2	10/23/2025	138.50	.00		
	Total 02-660-6300:				138.50	.00		
	Total Water Supply:				138.50	.00		
	Total Water:				576,163.74	554,701.96		
Solid Waste								
Solid Waste Expenditures								
15-800-5550								
1420	RANCH CREEK WASTE	63941	TRASH SERVICE 9/16/25 - 10/15	10/15/2025	31,470.29	.00		
1420	RANCH CREEK WASTE	65332	TRASH SERVICE 10/16/25 - 11/1	11/15/2025	31,126.99	.00		
	Total 15-800-5550:				62,597.28	.00		
15-800-6115								
1644	FREEDOM MAILING SERVICES,	51532	POSTCARD UTILITY BILLS - SP	10/21/2025	258.81	.00		
	Total 15-800-6115:				258.81	.00		
	Total Solid Waste Expenditures:				62,856.09	.00		
	Total Solid Waste:				62,856.09	.00		
Recreation								
Youth Programs								
21-330-6240								
1071	CARD SERVICES	10/31/25	REC LAUNDRY	10/31/2025	5.25	.00		
1071	CARD SERVICES	10/31/25	70 JERSY SHIRTS	10/31/2025	1,703.11	.00		
	Total 21-330-6240:				1,708.36	.00		
	Total Youth Programs:				1,708.36	.00		
	Total Recreation:				1,708.36	.00		
	Grand Totals:				790,530.00	554,701.96		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
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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 October 15, 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, Brady Mathis, and Erik Woog. Trustees Leo Pesch and Brad Perry were absent. Staff present: Town Manager Jen MacPherson, Chief of Police Jesse Lisenby, Public Works Director Dillon Willson, Town Clerk & Treasurer Teagan Serres, and Planner Alan Hassler.

Conflicts of Interest: None.

Additions/Deletions to the Agenda:

TRUSTEE MILLER requested to remove Resolution No. 2025-10-03, A Resolution Adopting a Code of Conduct and Ethics for Elected Officials for the Town of Kremmling, Colorado, from the consent agenda and add it to new business for discussion. MAYOR HOWELL moved Resolution No. 2025-10-03 to new business item #1. Ms. Serres requested to remove new business item #3, Resolution No. 2025-10-05 A Resolution Approving Amendments to the Grand Cliffs Subdivision Improvements Agreement (SIA), from the agenda. The Mayor and Trustees had no objections, and the item was removed from 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

There were no questions or concerns regarding the correspondence.

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

There were no citizen comments.

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

Resolution No. 2025-10-03 A Resolution Adopting a Code of Conduct and Ethics for Elected Officials for the Town of Kremmling, Colorado, was removed from the consent agenda during Additions/Deletions to the agenda.

TRUSTEE WOOG MOTION TO APPROVE the consent agenda except Resolution No. 2025-10-03. TRUSTEE MILLER 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 he has recently spent a significant amount of time on administrative tasks related to the construction of the water treatment plant, water rate evaluations for 2026, and various development projects. He announced that a Public Works

Technician has resigned, and the job opening will be posted soon. Additionally, there have been many hours dedicated to repairs at the current water treatment plant, where finding the correct replacement parts has proven to be challenging. The existing plant is scheduled to be decommissioned next year, as the new treatment plant is currently under construction. Mr. Willson noted that the construction of the new water treatment plant is progressing well, with the final foundation pouring set to occur shortly. Meanwhile, Public Works staff are wrapping up the winterization of Town parks.

- 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 noted that Officer Hicks recently attended two training sessions on technology and cell phone tracking, which proved to be extremely effective in helping to locate a missing child in Grand County recently. Officer Crocker and Chief Lisenby are working on a mental health co-responder program. If successful, this program would enable mental health professionals to respond alongside law enforcement on mental health-related calls. Additionally, a collaborative code enforcement effort has been ongoing, and progress has been made in cleaning up certain properties. The new patrol vehicle purchased in 2024 has been received and is now in service. It will soon be marked with Kremmling Police decals. Chief Lisenby is also collaborating with the Town Attorney to amend the Kremmling Police Department's policies, with a final draft expected for Board review in November. He reported that the Grand County Sheriff's Office is working on an e-citation device program for ticketing and is collaborating with all Grand County law enforcement agencies that are interested. This program aims to implement an automatic ticket-writing device that integrates with municipal court processes. Chief Lisenby is currently assessing the costs and believes it may be a possibility for 2026, depending on the budget. Furthermore, Chief Lisenby announced that the 2025 JAG Grant was awarded in the amount of \$10,000 for new tasers. However, the grant falls \$792 short of covering the total cost needed to acquire all new tasers. He believes this shortfall can be managed within the current 2025 budget.

- Town Clerk & Treasurer

Town Clerk and Treasurer Teagan Serres reported that she has prepared various agendas, minutes, ordinances, resolutions, and memos for several board and commission meetings. She has also scheduled public hearings, reviewed a liquor license application, assisted the Town Planner, and participated in meetings with various town officials. Additionally, the Clerk facilitated a cremains burial and a plot purchase at the cemetery, prepared a draft Board Code of Conduct and Ethics Agreement, provided Notary Public services on 7 occasions, and responded to 2 Colorado Open Records Act (CORA) requests between September 13, 2025, and October 14, 2025. The Clerk is currently updating the website for ADA compliance. The 2024 Audit for both the Town and the Sanitation District was completed by the September 30 deadline. Water Plant reporting and reimbursements are ongoing, with payments made to the contractor and loan/grant reimbursements received. The Treasurer is collaborating with the Town Manager and Planner to secure an additional \$50,000 in Local Partner Capacity (LPC) funds for updates to the Municipal Code and Comprehensive Plan. They are also exploring software options and establishing a plan and budget for these code updates. A budget amendment for the demolition of the property at 208 Eagle Avenue has been prepared for the Board's consideration. During the development of the 2026 Budget, a thorough review of employee benefits costs revealed an approximately 6.5% increase in healthcare rates. The Treasurer also reviewed cost-sharing arrangements and shared employees with the Sanitation District, and assisted the Town Manager with renewing insurance through CIRSA. Sales tax revenue received in September was \$153,616.32, slightly lower than in previous months; however, revenue estimates remain on track to exceed the budget.

- Town Planner

Town Planner Alan Hessler was not present until later in 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 in Public Works and Water Treatment Plant (WTP), efforts included successfully building the Owner's Contingency to \$260K (over 50% of the target), evaluating road improvement work, and discussing snowplowing and paving plans for 2026 with the Public Works Director and Superintendent. A contract with Mountain Parks Electric (MPEI) for electrical services to the new WTP was executed for \$120K, funded through the owner's contingency, and meetings were held with MPEI to explore grant opportunities for

this cost. In Finance, the team successfully completed the 2024 audit. They also cataloged PTO Cash Out, PTO Use, and other policy improvements for 2026, and finalized the first draft of a model to be shared with the board. Work with Caselle aimed to provide department heads with real-time updates. The team also collaborated on capital requirements, health benefits, and deficit reduction. For Planning, significant time was spent with Grand Cliffs regarding their Subdivision Improvement Agreement (SIA). Support was provided to the Kremmling Police Department (KPD) on code enforcement, including the abatement of one property, and to the Planner and Public Works on evaluating a developer's water model. Other activities included proposing an initial framework for the Board Ethics guidelines, setting up regular engagements with the Confluence Connection, and accepting an interview request with the KFFR radio station. The Town Manager also attended a Grand County Library District (GCLD) board meeting, executed two hangar leases, and worked with the Chief and Public Works Director to develop a code enforcement strategy, which saw its first working session implemented. Meetings were held with Grand Places 2050 at the request of the County Manager, and a Great Outdoors Colorado meeting was attended with the Parks & Recreation Director to support a grant application. The renewed franchise agreement with MPEI was evaluated, and a meeting was held with the Sanitation District to discuss an Intergovernmental Agreement (IGA) and future collaboration.

- 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 MILLER SECONDS. Roll call vote was taken; Trustee Sammons "aye", Trustee Woog "aye", Trustee Miller "aye", and Trustee Mathis "aye". 4 "aye" votes, 0 "nay" votes. MOTION PASSED.

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

Town Clerk and Treasurer Teagan Serres reported that the 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. The Board of Trustees had no questions or concerns regarding the annual renewal of liquor license applications.

TRUSTEE SAMMONS MOTION TO APPROVE the annual renewal of the 1881 Tavern License. TRUSTEE MATHIS 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 6:17 PM. TRUSTEE WOOG SECONDS. Roll call vote was taken; Trustee Sammons "aye", Trustee Woog "aye", Trustee Miller "aye", and Trustee Mathis "aye". 4 "aye" votes, 0 "nay" votes. MOTION PASSED.

New Business

1. Discussion & Action Item. Resolution No. 2025-10-03 A Resolution Adopting a Code of Conduct and Ethics for Elected Officials for the Town of Kremmling, Colorado.

This item was pulled from the consent agenda and moved to new business item #1 during additions and deletions to the agenda.

TRUSTEE MILLER sought clarification on the agreement's effective date and whether it would be reviewed annually or in conjunction with elections. The Mayor and Board of Trustees discussed this matter and agreed that the Code of Conduct and Ethics would become effective upon adoption. Any member of the Board, whether elected or appointed, must sign the agreement upon joining. Additionally, the agreement will be reviewed annually. TRUSTEE MILLER also requested clarification regarding the section on contacting the Police Department through official channels. The Board of Trustees reviewed this section and concluded that the wording was adequate to ensure that issues and complaints are directed through the appropriate channels.

TRUSTEE WOOG MOTION TO APPROVE Resolution No. 2025-10-03 A Resolution Adopting a Code of Conduct and Ethics for Elected Officials for the Town of Kremmling, Colorado, as presented. TRUSTEE MATHIS SECONDS. Voice vote taken: 4 “aye” votes, 0 “nay” votes. MOTION PASSED.

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

Ms. Serres presented Ordinance No. 730, 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 6. 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 WOOG MOTION TO APPROVE Ordinance No. 730 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. 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.

Ms. Serres presented Ordinance No. 731, explaining that the existing electric franchise with Mountain Parks Electric, Inc. (MPEI) is about to expire. A new franchise agreement has been negotiated between the Town’s Attorney and MPEI. This proposed agreement is similar to the previous one, with key terms including:

- MPEI is granted a non-exclusive right to provide electricity and street lighting within the Town.
- The agreement is set to expire on February 1, 2049.
- The Town will receive a 2% fee on revenue from electric sales within the Town, paid quarterly.
- The Town can request an adjustment of this fee every five years or sooner in case of a disaster.
- Hot Sulphur Springs receives a 3% fee, while other municipalities in Grand County receive 2%.
- MPEI must obtain written consent from the Town to install facilities in Town parks, open spaces, and recreation areas.
- If necessary for public health, safety, or welfare, MPEI must relocate facilities at its own expense.
- Newly constructed distribution lines in newly annexed residential subdivisions must be placed underground.
- If MPEI is installing new underground conduit, the Town may request that MPEI also install similar conduit and pull wire for the Town, at the Town's expense.

Ms. Serres further explained that franchise agreements require approval through an ordinance, which involves a first and second reading. Notice of MPEI's intent must be published three weeks before the first reading, along with additional publications between readings. The proposed schedule for the readings is that the first reading will take place on October 15, 2025, and the second on November 19, 2025, provided the Board of Trustees does not have any significant amendments to the proposed franchise agreement. The Board of Trustees reviewed the agreement and had no questions, concerns, or amendments.

TRUSTEE MATHIS MOTION that the Board of Trustees approve Ordinance No. 731, 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.. TRUSTEE SAMMONS SECONDS. Voice vote taken: 4 “aye” votes, 0 “nay” votes. MOTION PASSED.

4. Discussion & Action Item. Resolution No. 2025-10-05 A Resolution Approving Amendments to the Grand Cliffs Subdivision Improvements Agreement (SIA).

This item was removed from the agenda during additions and deletions to the agenda.

- 5. 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.
- 6. 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.

Ms. Serres presented Resolutions No. 2025-10-06 and 2025-10-07, explaining that they would be addressed together due to their related nature. However, it was noted that they would require a specific order of actions and separate approvals. She reported that during a Work Session on October 1, 2025, the Board of Trustees discussed the demolition of the property located at 208 Eagle Avenue. Staff was directed to prepare a budget amendment and review proposals for the demolition. In line with the Town's financial policies, projects valued between \$35,000 and \$99,999 necessitate a Competitive Informal Bidding Process II, which requires three written bids. Multiple contractors were approached to submit bids, but only two responded: Pryor Excavating with a bid of \$33,800, and Drew Digs, LLC with a bid of \$49,325. Staff recommends selecting Pryor Excavating as the lowest responsible and responsive bidder. If approved, Resolution No. 2025-10-06 will allocate \$44,000 from unrestricted reserves to the Administrative Capital fund, while Resolution No. 2025-10-07 will authorize spending up to \$44,000 on the project.

TRUSTEE MATHIS requested clarification on the estimated start time for the project. Mr. Willson informed the Board that Pryor Excavating has indicated they are finishing up a few other jobs, but should be able to start within a few weeks. TRUSTEE SAMMONS sought confirmation that the bid includes backfilling the property and questioned whether an unsafe hole in the ground would remain. Mr. Willson confirmed that the bid includes backfilling and that utility service lines will be exposed and clearly marked for any future development. The Board of Trustees reviewed the budget amendment and the bids, concluding that it is in the best interest of the Town to demolish the building at 208 Eagle Avenue and to select Pryor Excavating as the lowest responsible and responsive bidder.

TRUSTEE MILLER 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 as presented. TRUSTEE WOOG SECONDS. Voice vote taken: 4 “aye” votes, 0 “nay” votes. MOTION PASSED.

TRUSTEE MILLER 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 as presented. TRUSTEE SAMMONS SECONDS. Voice vote taken: 4 “aye” votes, 0 “nay” votes. MOTION PASSED.

- 7. Discussion & Action Item.** 2026 Draft Budget Presentation and Scheduling of Budget Public Hearing for November 19, 2025.

Town Manager Jen MacPherson presented the draft 2026 budget, noting that the General Fund currently has a deficit of \$137,000. Staff plans to apply for a \$50,000 grant from the Department of Local Affairs, which, if secured, would reduce the deficit to \$87,000. The draft budget presented is very conservative, leaving little room for errors or additional spending, and it accurately reflects the operating expenses and anticipated revenues. Staff is seeking feedback on whether to adopt a deficit budget for 2026 and what level of deficit, if any, the Board would be comfortable with.

The Board of Trustees reviewed the draft budget, emphasizing the importance of accuracy and realism over inflating numbers, which has led to amendments in the past by previous managers. They believe it is more transparent to adopt an accurate budget from the outset. While a balanced budget is preferred and represents proper due diligence, they acknowledged that a small deficit budget for one year would be acceptable if it helps get back on track.

The Board directed the staff to revisit the draft budget to identify any additional cuts that could be made for the presentation at the regular meeting on November 19, 2025. It was also noted that no capital projects are currently included in the draft General Fund budget, and staff are still awaiting quotes for mosquito mitigation.

TRUSTEE WOOG MOTION to schedule the 2026 Budget public hearing for November 19, 2025, at 6:00 PM at 203 Park Avenue. TRUSTEE SAMMONS SECONDS. Voice vote taken: 4 “aye” votes, 0 “nay” votes. MOTION PASSED.

Board of Trustees Reports & Future Agenda Items for Consideration:

None.

Adjournment:

TRUSTEE SAMMONS MOTION TO ADJOURN. Voice vote taken; all “aye” votes. The meeting was adjourned at 6:47 PM.

Teagan Serres, Town Clerk

Wes Howell, Mayor

**TOWN OF KREMMLING
RESOLUTION NO. 2025-11-01**

**A RESOLUTION APPROVING A FIRST AMENDMENT TO SUBDIVISION
IMPROVEMENTS AGREEMENT FOR GRAND CLIFFS SUBDIVISION, FILING NO. 1**

WHEREAS, a First Amendment to the Subdivision Improvements Agreement for the Grand Cliffs Subdivision, Filing No. 1 has been proposed; and

WHEREAS, the Board of Trustees has determined that the First Amendment should be approved.

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

Section 1. The proposed First Amendment to Subdivision Improvements Agreement for Grand Cliffs, Filing No. 1 (the “First Amendment”) is hereby approved in essentially the same form as the copy of such First Amendment accompanying this resolution.

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

INTRODUCED, READ AND ADOPTED this 19th day of November, 2025.

TOWN OF KREMMLING

Wes Howell, Mayor

ATTEST:

Teagan Serres, Town Clerk

**FIRST AMENDMENT TO SUBDIVISION IMPROVEMENTS AGREEMENT
GRAND CLIFFS SUBDIVISION, FILING NO. 1**

THIS FIRST AMENDMENT to the Subdivision Improvements Agreement for Grand Cliffs Subdivision, Filing No. 1 is made and entered into as of this _____ day of _____, 2025, by and between GRAND CLIFFS, LLC, a Colorado limited liability company (“Developer”) and the TOWN OF KREMMLING, a Colorado municipal corporation (“Town”) (each a “Party” and collectively the “Parties”).

WHEREAS, the Town and Developer entered into that certain Subdivision Improvements Agreement for Grand Cliffs Subdivision, Filing No. 1 dated April 11, 2024 (the “Agreement”) recorded with the Grand County Clerk and Recorder on July 25, 2024 at Reception No. 2024004641; and

WHEREAS, Section 8(d) of the Agreement established a schedule for the completion of the public improvements for the Subdivision and for issuance of building permits and certificates of occupancy; and

WHEREAS, the Parties have determined it is necessary to amend the schedule as provided herein.

NOW, THEREFORE, in consideration of the foregoing, the parties agree to the following amendments to the Subdivision Agreement:

Section 1. The parties confirm and incorporate the foregoing recitals into this First Amendment.

Section 2. Section 8(d) of the Agreement is deleted in its entirety and replaced with the following revised Section 8(d):

8. Completion and Preliminary Acceptance.

d. The Subdivider agrees to complete the Public Improvements in accordance with the schedule set forth in this subsection. The Town or its designee will not issue building permits or certificates of occupancy for any structure or property located on the Property until the Public Improvements have been completed and Preliminary Accepted by the Town, except as provided below:

Fall 2025

- Complete all utility work for the entire phase 1 (3rd, Dell Way, Kinsey and 5th Street) including water mainlines and services (Completed October 2025), sewer main line foam board insulation in 3rd Street (Completed October 2025), and all drainage piping and inlets (To be completed by November 2025).

April, May and June 2026

- Complete all drainage infiltration galleries and north temporary drainage facility (North temp drainage area completed October 2025. Infiltration galleries along 5th Street, 3rd Street, Kinsey Ave. and Otis Way to be completed by November 2025)
- Begin final roadway, curb, gutter and sidewalk grading. (Work has begun, continuation and completion as early as possible, March or April of 2026)
- Install all phase 1 curb, gutter, sidewalks and driveways to completed homes. (To begin as early as possible, April-May of 2026 estimated)

July 31, 2026

- Complete all landscaping in open spaces.

September 1, 2026

- Complete full structural section road base and asphalt on 3rd, 5th, Otis Way, Dell Way and the 2" overlay on Kinsey Avenue (Entire Phase 1)
- Complete installation of all street signs, light poles and pavement striping. (To be completed with coordination between Town of Kremmling, Mountain Parks Electric and Grand Cliffs).

Lots 5 - 9: Certificates of occupancy may be issued for Lots 5-9.

Lots 10 – 18: Building permits may be issued for Lots 10-18, but no certificates of occupancy will be issued for Lots 10-18 until all Public Improvements have been completed and Preliminarily Accepted by the Town.

Sanitation District Fees: No certificates of occupancy shall be issued for any structure until all applicable fees have been remitted to the Kremmling Sanitation District.

Section 3. This First Amendment may be executed in one or more counterparts, and when all counterparts are so signed, the sum of them shall be considered the original, and shall be deemed to have been signed as one integrated document.

Section 4. Except as amended by this First Amendment, the Subdivision Agreement shall remain in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the date set forth above.

TOWN OF KREMMLING

By Wes Howell, Mayor

ATTEST:

By Teagan Serres, Town Clerk

DEVELOPER:

GRAND CLIFFS, LLC,

A Colorado limited liability company

Brad Smith, Member

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was signed before me this _____ day of _____, 20____, by Brad Smith as Member of Grand Cliffs, LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: _____

Notary Public

(SEAL)

**TOWN OF KREMMLING
RESOLUTION NO. 2025-11-02**

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT
REGARDING WATER USAGE WITH THE KREMMLING FIRE PROTECTION
DISTRICT**

WHEREAS, an Intergovernmental Agreement regarding water usage with the Kremmling Fire Protection District has been proposed; and

WHEREAS, the Board of Trustees has determined that the Intergovernmental Agreement should be approved.

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

Section 1. The proposed Intergovernmental Agreement Regarding Water Usage (the "Agreement") is hereby approved in essentially the same form as the copy of such Agreement accompanying this resolution.

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

INTRODUCED, READ AND ADOPTED this 19th day of November, 2025.

TOWN OF KREMMLING

Wes Howell, Mayor

ATTEST:

Teagan Serres, Town Clerk

INTERGOVERNMENTAL AGREEMENT REGARDING WATER USAGE

THIS AGREEMENT is made and entered into this _____ day of _____, 2025 by and between the Kremmling Fire Protection District (the “**Fire District**”), a fire protection district organized under the Colorado Special Districts Act, C.R.S. § 32-1-101, et seq., and the Town of Kremmling (the “**Town**”), a Colorado municipal corporation. The Town and Fire District are referred to collectively as the “**Parties**.”

RECITALS:

WHEREAS, the Town has historically allowed the Fire District to draw water from the Town’s water system for fire fighting purposes; and

WHEREAS, the Fire District has historically paid the Town’s base rate for water usage and has not paid any overage fees; and

WHEREAS, the Parties agree that it is in their best interests, and will promote the public safety and welfare of current and future residents and property owners, to formalize their agreement regarding the Fire District’s water usage.

NOW, THEREFORE, the Town and the Fire District covenant and agree as follows:

1. TERM AND TERMINATION; NON-APPROPRIATION. The initial term of this Agreement shall be one (1) year (“**Initial Term**”). Thereafter, this Agreement will automatically renew for successive one (1) year periods (“**Renewal Terms**”) until terminated as provided herein. The Initial Term and all Renewal Terms are collectively referred to as the “**Term**.” Either Party may terminate this Agreement for any reason upon one hundred eighty (180) days prior written notice to the other Party.

2. WATER SERVICE. The Fire District may use water from Town hydrants or other facilities designated by the Town for actual fire fighting, hazardous materials responses, and for reasonable training activities which are consistent with accepted fire service practices. The Fire District will make reasonable efforts to communicate its water usage to the Town’s Public Works Director. During any period when the Town declares water restrictions, the Fire District shall minimize its water usage for training purposes and shall coordinate with the Town to avoid unreasonable impacts on the Town’s domestic water supply. The Fire District acknowledges that, from time to time, water may not be available for use by the Fire District; in such case, the Fire District shall not hold the Town liable for water unavailability.

3. WATER CHARGES. The Parties agree that water service to the Fire District shall be billed on a monthly basis at the base rate applicable to the tap serving the Fire District, as such rates are adopted by the Town’s Board of Trustees from time to time. The Fire District will not be charged an overage fee for water used for actual fire fighting, hazardous materials responses, and for reasonable training activities which are consistent with accepted fire service practices.

4. NOTICES. Any notice required hereunder shall be in writing and shall be delivered by electronic mail or by certified mail, return receipt requested, to:

FIRE DISTRICT: Fire Chief
Kremmling Fire Protection District
Email: tony.tucker@kremmlingfire.org

TOWN: Town Manager
Town of Kremmling
200 Eagle Avenue
PO Box 538
Kremmling, CO 80459-0538
Email: manager@townofkremmling.org

5. GOVERNMENTAL IMMUNITY. The Parties intend that nothing herein will be deemed or construed as a waiver by either Party of any rights or protections afforded to them under any federal, state or local constitutional, statutory or common law, including but not limited to the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq.

6. SUBJECT TO ANNUAL APPROPRIATION. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Parties not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

7. GOVERNING LAW AND VENUE. This Agreement shall be governed by the laws of the State of Colorado. Venue for any action arising under this Agreement or for the enforcement of this Agreement shall be in the appropriate court for Grand County, Colorado.

8. ASSIGNMENT. Neither Party shall assign any of the rights nor delegate any of the duties created by this Agreement without the written consent of the other Party.

9. SEVERABILITY. If any portion of this Agreement shall be determined by a court of competent jurisdiction to be invalid, illegal, or unconstitutional, such determination shall not affect the validity of the remainder of the Agreement.

10. AMENDMENT. This Agreement may only be modified or amended by written agreement duly signed by both Parties.

IN WITNESS WHEREOF, the undersigned have set their hands effective the day and year first above written.

KREMMLING FIRE PROTECTION DISTRICT

President

ATTEST:

Secretary

TOWN OF KREMMLING, COLORADO

Wes Howell, Mayor

ATTEST:

Teagan Serres, Town Clerk

November 2025 - Public Works Staff Report

Parks & Recreation

- Youth basketball is about to begin, staff will start working on getting jerseys and equipment ready for the start of the season.
- Tennis courts will be winterized for the season on 11/14. Staff is putting together a proposal for upgrading the lights to LED due to a portion of the lights needing to be replaced or repaired.

Streets and Roads

- Staff has been preparing our snow plow fleet for the upcoming season. The larger plow trucks have had sanders installed and plows added, with some preventive welding performed on each plow frame. The grader received its wing attachment, during which several hydraulic fittings and hoses were identified as needing immediate attention.
 - During the sander installation, the backhoe experienced a brake line failure, resulting in a complete loss of braking power. Replacement hoses and a brake booster have been ordered to resolve the issue and ensure the equipment is fully operational.

Water

- Water production for September was 9.4 MGD.
- Staff assisted with the removal of existing backwash lines at the backwash ponds. The lines were rerouted to isolate the backwash water, which will aid in drying and desludging the ponds in preparation for required lining work scheduled for the spring.
- In cooperation with Hensel Phelps and Element Engineering, a significant amount of staff time was dedicated to troubleshooting the reroute of the finished water line. Several challenges arose due to the lack of valves for flushing and the need to maintain operation of the existing facility. Additionally, it was discovered that the river pump station's raw water line was located differently than shown on the maps. A final plan has been selected, and parts have been ordered to complete this work.
- As winter approaches, there has been a strong push to complete major infrastructure projects. The largest workload came from Grand Cliffs, where significant time was spent isolating valves and assisting with flushing to ensure the safety and reliability of our water system. Additionally, staff inspected four water service tie-ins for the K-Town North subdivision, helping to maintain quality and compliance standards.



Monthly Board Report - Construction Progress

Client:	Town of Kremmling	Date:	11/11/2025
Project Name:	Water Treatment Improvements	Monthly Report:	October of 2025
Project Number:	0069.0003	Notice of Award:	6/1/2023
Original Contract \$:	\$17,540,853.00	Notice to Proceed:	5/14/2025
Current Contract \$:	\$17,540,853.00		

Last Month	
SC Date:	8/28/2026
FC Date:	10/2/2026
Days Remaining to SC:	304
Days Remaining to FC:	322
\$ Billed Last Month:	\$ 583,896.81
% Billed Last Month:	3%
Total \$ Billed:	\$ 2,832,815.19
Total % Billed:	16%

Construction Narrative	
All Subgrade prepped and ready for concrete	
Underslab piping being installed and tested	
Concrete fromwork onsite for foundations	
New power and access installed \$115,036 from owner contingency allocated.	
Contingency floats as project progresses	
Pay Application 5 reviewed and recommended	

This Month	
SC Date:	8/28/2026
FC Date:	10/2/2026
Days Remaining to SC:	274
Days Remaining to FC:	304
\$ Billed This Month:	\$ 1,111,525.15
% Billed This Month:	6%
Total \$ Billed:	\$ 3,944,340.34
Total % Billed:	22%

Construction Narrative	
All underslab piping installed, Incased in Concrete, and tested to specifications.	
Rebar inspections by county and Element Engineering for concrete placements.	
Concrete placed on spread footers and trench slab	
Concrete wall placement in near future	

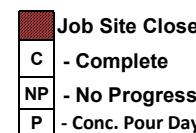


	Beginning Budget	Remaining Balance
Owner Contingency (Current)	\$ 182,134.00	\$ 156,000.00
Contractors Contingency	\$ 554,497.00	\$ 568,000.00



HENSEL PHELPS

6 Week Look Ahead
Updated 11/10/2025



Job Number 3523036

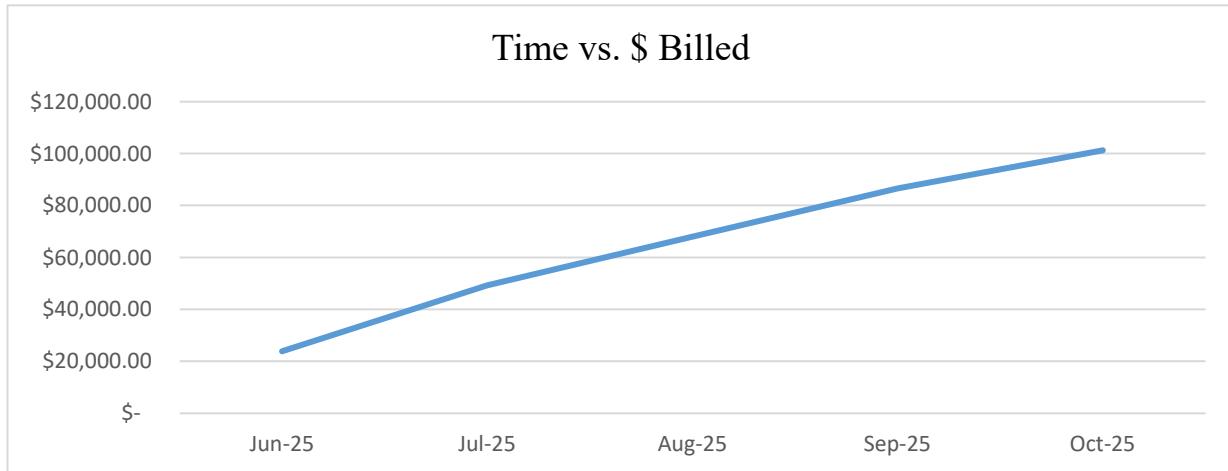
Project: Kremmling WTP

Monthly Board Report - Element Engineering

Client:	Town of Kremmling	Date:	11/11/2025
Project Name:	Water Treatment Improvements	Monthly Report:	October of 2025
Project Number:	0069.0003	Notice of Award:	6/1/2023
Original Contract \$:	\$317,960.00	Notice to Proceed:	5/14/2025

Last Month	
SC Date:	8/28/2026
FC Date:	10/2/2026
Days Remaining to SC:	304
Days Remaining to FC:	322
\$ Billed Last Month:	\$ 18,590.00
% Billed Last Month:	6%
Total \$ Billed:	\$ 86,580.00
Total % Billed:	27%

This Month	
SC Date:	8/28/2026
FC Date:	10/2/2026
Days Remaining to SC:	274
Days Remaining to FC:	304
\$ Billed This Month:	\$ 14,710.00
% Billed This Month:	5%
Total \$ Billed:	\$ 101,290.00
Total % Billed:	32%



SC - "Substantial Completion", project is ready for use, but punch list items remain to be completed.

FC - "Final Completion", project is complete, including punch list items.

NOA - "Notice of Award", official notice to selected Contractor that they have been awarded the project.

NTP - "Notice to Proceed", official notice to Contractor that the project has started. Total Contract Days allotted start from this date.



Town of Kremmling

Police Department Staff Report

November 2025

Department

- Calls for service have reduced significantly since the summer months.

Personnel

- Officer McGovern provided some in-service defensive tactics training to KPD personnel at his Jiu-Jitsu gym to satisfy the remaining POST-required hours for two officers.
- Chief Lisenby and his wife are expecting a baby in the upcoming month. This should not affect operations with the current staffing.

Code Enforcement

- The Kremmling Police Department has been working with Town Manager MacPherson on a bi-weekly basis to conduct three new code enforcement efforts and follow up on the actions of the previous code enforcement session. This endeavor is beginning to show promise for sustainability and progress at addressing many longstanding issues. Police Technician Hessler is maintaining a spreadsheet of code enforcement efforts to date.

Projects

- Chief Lisenby continued working with Town Manager MacPherson and other department heads on the 2026 budget. Several proposed cuts to the KPD budget were made to assist with balancing the 2026 budget. These cuts will still leave KPD functional for the upcoming year.
- Chief Lisenby worked with Town Attorney Culley on the 2025 Policy Manual for the police department. It is ready to be presented to the Board of Trustees for adoption.
- Chief Lisenby, Officer Hicks, and Police Technician Hessler looked into an e-citation program to consider purchasing in 2026 with Board approval.
- Chief Lisenby submitted for reimbursement for Officer Hicks' training in Nashville. The reimbursement request was for a granted \$1,645.
- Chief Lisenby submitted a partial reimbursement request for approximately \$1,585 for the 2026 POST In-Service Grant. The total granted amount was \$4,280. The remainder of the granted funds will be available until July 2026.



Town of Kremmling

Police Department Staff Report

November 2025

Police Staff Report

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

Patrol Response	Number
Total Officer Response	97
Reports Written	16
Calls For Service	75
Officer Initiated	22

Violent Crimes	Number
Criminal Homicide	0
Rape	0
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	12
Total Citations	7
Total Summons	0
Total Arrests	2 (warrants issued)

Arrests	Number
Officer on View	0
Warrant Service	0

Summons	Number
Not Traffic Related	0
Traffic Violations	0

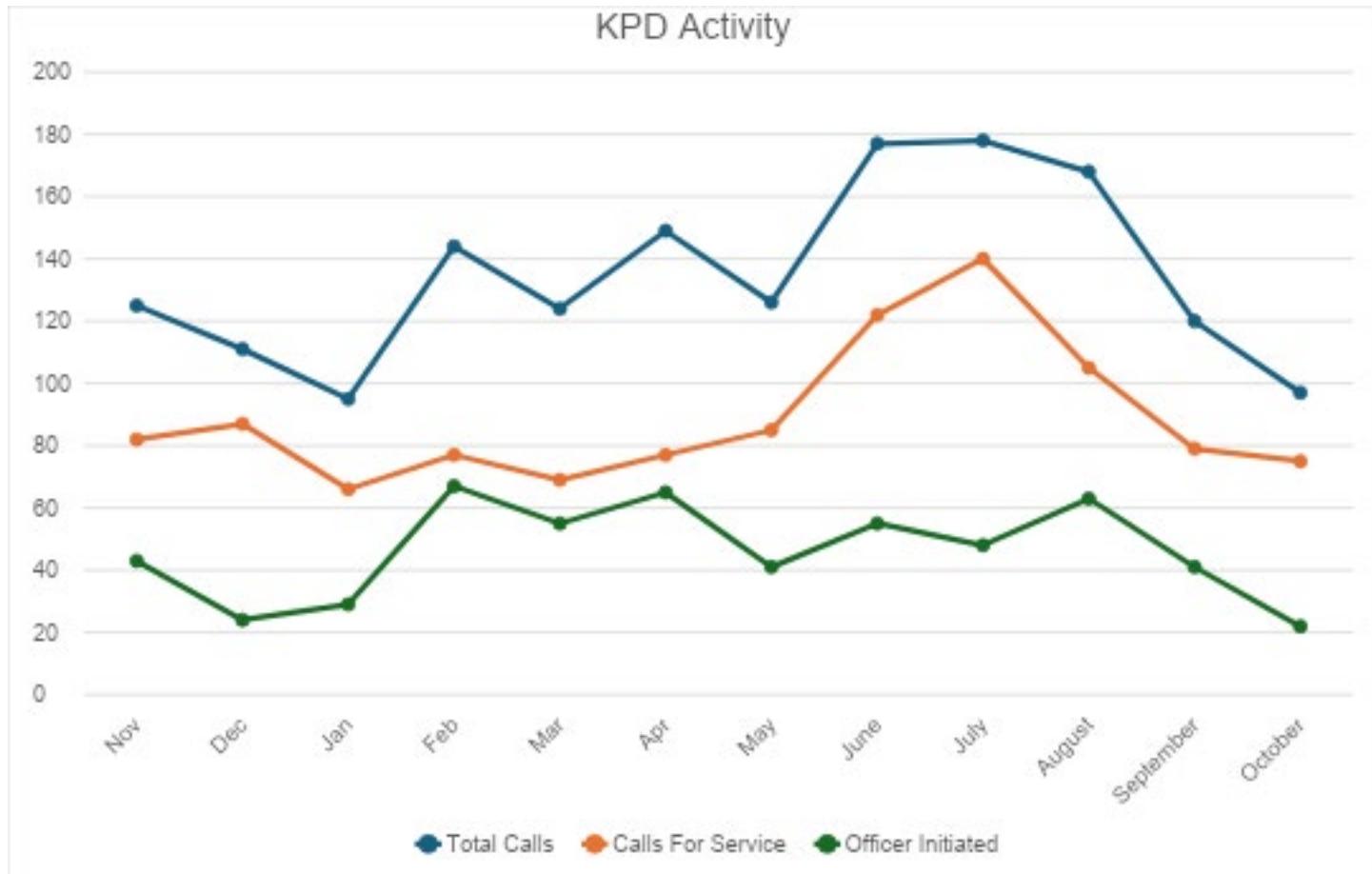
Public Services	Number
Open Records Request	8
VIN Inspections	3
Special Events	0



Town of Kremmling

Police Department Staff Report

November 2025



November 2025 - Town Clerk & Treasurer Staff Report

Town Clerk

- Prepared various agendas, minutes, ordinances, resolutions, and memos for the Board of Trustees, Planning and Zoning Commission meetings. Additionally, Kremmling will host the Mayors, Managers, and County Commissioners meeting on November 17th, and the Clerk is responsible for assisting with the meeting posting and facilitation.
- Reviewed one annual liquor license application for consideration at the Board meeting on November 19th.
- 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.
- Between October 15, 2025, and November 15, 2025, I provided Notary Public services 5 times and responded to 6 Colorado Open Records Act (CORA) requests.
- Updating multiple website items to ensure more information is ADA-compliant and accessible.
- Assisted the Town Manager, Chief of Police, and Police Technician in sending a notice of abatement assessment for a property where the Town abated weeds. The property owner has paid the abatement assessment fees in full.
- Since April 2025, staff have been collaborating with the Planning Commission to review and propose amendments to the Comprehensive Plan. The entire plan has been retyped to comply with ADA requirements, and most of the Planning Commission's amendments have been incorporated. Staff and the Planning Commission plan to present the proposed amendments for the Comprehensive Plan at the regular meeting on December 17th.
- Staff and the Planning Commission are currently working on establishing a new "Highway Commercial" zoning district intended for large-scale development. An ordinance to introduce this new zoning district will be prepared for the Board's consideration during the regular meetings in November or December.
- Attended the first of a series of webinars to assist with preparation for the April 2026 election.

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. \$15,914 was filed with the County Treasurer on November 14, 2025, for 2025 delinquent accounts.
- Water Plant reporting and reimbursements are currently ongoing and proceeding smoothly. Payments for May - September have been made to the contractor, and the

Town has received loan and grant reimbursements. The October payment application is in progress.

- Collaborating with Town Staff and Board members for an in-depth review of the proposed water rate increases for 2026.
- Submitted the grant amendment request for the additional \$50,000 in LPC funds to complete updates to the Municipal Code and create checklists for application processes.
- 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.
 - Preparing for potential 2025 Budget Amendments.
- Assisted with facilitating open enrollment for health, dental, and vision insurance for employees.
- The sales tax collected in October was \$166,724.43, while in November it was \$167,536.50. These figures are consistently increasing, and staff believe we are on track to exceed the revenue predictions set in 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	\$166,724.43
September	November	\$154,417.22	\$168,817.41	\$166,181.58	\$166,651.67	\$167,536.50
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	\$1,349,994.37



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 - November 19, 2025 Regular Meeting

Date: November 14, 2025

EXECUTIVE SUMMARY:

There is one liquor license application on the November 19, 2025, agenda: the annual renewal of the Dean West Hotel and Restaurant License at 207 Central Avenue.

SUMMARY:

1. Annual Renewal of the Dean West Hotel & Restaurant License at 207 Central Avenue

The Dean West submitted their annual renewal for their liquor license. 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 license. 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 Dean West Hotel & Restaurant License at 207 Central 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

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- 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 the Dean West Hotel & Restaurant License at 207 Central Avenue



Kremmling Board of Trustees Regular Meeting

Agenda Item Cover Letter

DATE: November 19, 2025

AGENDA ITEM:

Ordinance No. 731 An Ordinance Granting a Non-Exclusive Electric Utility Franchise to Mountain Parks Electric, Inc. – Second Reading

DEPARTMENT:

Melinda Culley, Town Attorney; Jen MacPherson, Town Manager; & Teagan Serres, Town Clerk & Treasurer

EXECUTIVE SUMMARY:

The renewal of the Mountain Parks Electric Franchise Agreement was discussed with the Board during the Work Session on October 1st and the Regular Meeting on October 15th. The ordinance to approve the franchise agreement was passed on its first reading, and the second reading is scheduled for November 19th, as determined in the October 15th meeting.

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 mandates that the franchise must be approved by an ordinance, which requires both a first and a second reading. Additionally, the notice of MPEI's intent to apply for the franchise must be published in the newspaper for three consecutive weeks prior to the first reading, with further publications required between the first and second readings. The ordinance has been passed on the first reading, and the regular meeting scheduled for November 19th will serve as the second reading.

FISCAL IMPACT:

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

STAFF RECOMMENDATION:

1. Motion to approve Ordinance No. 731 An Ordinance Granting a Non-Exclusive Electric Utility Franchise to Mountain Parks Electric, Inc. on second reading.
2. Table Ordinance No. 731 An Ordinance Granting a Non-Exclusive Electric Utility Franchise to Mountain Parks Electric, Inc. until the _____ meeting.
3. Deny approval.

ATTACHMENTS:

Ordinance No. 731
Franchise Agreement
Proof of Publications

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 developer's 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, spotlighting, 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:

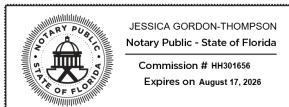
Anjana Bhadoriya, being first duly sworn, deposes and says: That (s)he is a duly authorized signatory of Column Software, PBC, duly authorized agent of Sky-Hi News and Middle Park Times, that the same weekly newspaper printed, in whole or in part and published in the County of Grand, State of Colorado, 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.

AFFIDAVIT OF PUBLICATION

Ad #: dV3wkfenvOfNsg4339iO
Customer: TOWN OF KREMMLING

State of Florida, County of Broward, ss:

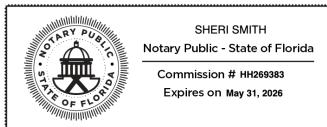
Anjana Bhadoriya, being first duly sworn, deposes and says: That (s)he is a duly authorized signatory of Column Software, PBC, duly authorized agent of Sky-Hi News and Middle Park Times, that the same weekly newspaper printed, in whole or in part and published in the County of Grand, State of Colorado, 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 2 insertions; and that the first publication of said notice was in the issue of said newspaper dated 5 Nov 2025, 12 Nov 2025 in the issue of said newspaper. That said newspaper was regularly issued and circulated on those dates.

Total cost for publication: \$39.84

Anjana Bhadoriya

(Signed) _____

**VERIFICATION**

State of Florida
County of Broward

Subscribed in my presence and sworn to before me on this: 11/13/2025

S. Smith

Notary Public
Notarized remotely online using communication technology via Proof.

TOWN OF KREMMLING, COLORADO
NOTICE OF SECOND READING OF ELECTRIC
FRANCHISE ORDINANCE

Notice is hereby given that Mountain Parks Electric, Inc. has applied to the Board of Trustees of the Town of Kremmling for the passage of the following ordinance: An Ordinance Granting a Non-Exclusive Electric Utility Franchise to Mountain Parks Electric, Inc.

The Board of Trustees will consider the proposed ordinance on second and final reading at its regular meeting on November 19, 2025 at 6:00 p.m. at the Chamber of Commerce, 203 Park Avenue, Kremmling, CO. The proposed 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 of all revenue received from the sale of electric power within the Town. Copies of the proposed franchise ordinance are on file and available for public inspection in the office of the Town Clerk, 200 Eagle Avenue, Kremmling, CO, during regular business hours.

TOWN OF KREMMLING

PUBLISHED IN THE SKY-HI NEWS AND MIDDLE PARK TIMES ON WEDNESDAY, NOVEMBER 5, 2025 AND WEDNESDAY, NOVEMBER 12, 2025.



Town of Kremmling

2026 Budget

TO: Mayor and Board of Trustees
FROM: Jen MacPherson, Town Manager
DATE: 11/19/2025
RE: 2026 Budget Message

Dear Mayor and Board,

On behalf of the Town of Kremmling, I am pleased to present the balanced budget for the 2026 Fiscal Year. The budget was prepared on a cash basis (revenues are budgeted when received and expenditures budgeted when paid) and aligns with the Town's Comprehensive Financial Management Policies.

The 2026 Budget is built around the Town's 2026 Strategy. The focus for the year is:

- Delivering expected public services within the limits of the balanced budget
- Providing 12 months of stable, predictable operations
- Identifying and implementing operational improvements and efficiencies
- Delivering existing major capital projects on time and budget

This budget was developed through detailed input from department heads and several public work sessions with the Board. Spending is focused on core operations, required maintenance, and existing commitments. The budget continues the Town's investments in the water system and other key infrastructure, while maintaining required reserves.

I sincerely appreciate everyone who provided guidance and support during the 2026 budgeting process. I would also like to thank our entire Town Staff for working together as such a great team over the course of 2025. Thank you!

Best Regards,

J. MacPherson
Town Manager



Elected Officials

<u>Title</u>	<u>Position</u>	<u>Election Year</u>
• Wes Howell	Mayor	2026
• Brad Perry	Trustee	2026
• Brady Mathis	Trustee	2026
• Dave Sammons	Trustee	2028
• Erik Woog	Trustee	2028
• Jim Miller	Trustee	2028
• Leo Pesch	Trustee	2026

Leadership Team

• Alan Hassler	Planner
• Dillon Willson	Public Works Director
• Jesse Lisenby	Chief of Police
• Teagan Serres	Town Clerk & Treasurer
• Jen MacPherson	Town Manager

Introduction

The 2026 Budget Message includes an introduction, highlights of the 2026 strategy, and overviews of the Town's three key areas of spending – human resources, operations, and capital.

The first draft of this budget was presented to the Board of Trustees at a Work Session on September 3, 2025. A public hearing was scheduled at the Regular Meeting for November 19, 20245. The notification for the public hearing was published in the SkyHiNews on October 22, 2025.

Basis of Budgeting & Accounting

Basis of budgeting refers to the methodology used to include revenues and expenditures in the budget. The Town of Kremmling primarily budgets on a cash basis. Using this assumption, the current year revenues are compared to expenditures to ensure that each fund has sufficient revenues to cover expenditures during the budget year, or that there are sufficient cash reserves in the fund to cover any anticipated revenue shortfall.

Basis of accounting refers to the point at which revenues or expenditures are recognized in the accounts and reported in the financial statements. The government wide and enterprise fund financial statements are reported using the economic resource measurement focus and the accrual basis of accounting. Under the accrual basis of accounting, revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of when the cash is received.

Governmental fund financial statements are reported using current financial resources measurement focus and the modified accrual basis of accounting. Under modified accrual basis of accounting, revenues are recognized as soon as they become both measurable and available, and expenditures are recorded in the periods that the expenditure occurs and becomes a liability.

The basis of budgeting differs from the basis of accounting only by the assumptions that are made regarding the timing of the recognition of revenues and expenditures. The budget assumes that all revenues and expenditures, as well as the associated cash, will be expended or received during the budget period. Conversely, the basis of accounting only recognizes revenues when they become both measurable and available, and expenditures incurred. Cash is not necessarily received or expended at the same time.

Financial Policies

The Comprehensive Financial Management Policy (CFMP) for Kremmling assembles all of the Town's financial policies in one document. Financial policies are central to a strategic approach to financial management and are intended to serve as guidelines to achieve and maintain the Town's goals and objectives, both immediate and long-term. The individual policies contained herein are meant to serve as guidelines for both the financial planning and internal financial management of the Town.

The Town of Kremmling is accountable to its citizens for the use of public dollars. Municipal resources must be wisely used to ensure adequate funding for the services, public facilities, and infrastructure necessary to meet the community's present and future needs. These policies are intended to provide not only an overview, but also guidance and structure for the various financial functions of the Town. These policies have been based on best practice and industry standards as recommended by the Government Finance Officers Association (GFOA).

The CFMP was last adopted by Resolution No. 2025-05-04 of the Town of Kremmling Board of Trustees (Board or Town Board). The policies are reviewed annually by management and any modifications made thereto are approved by resolution of the Town Board.

Taxpayer Bill of Rights (TABOR)

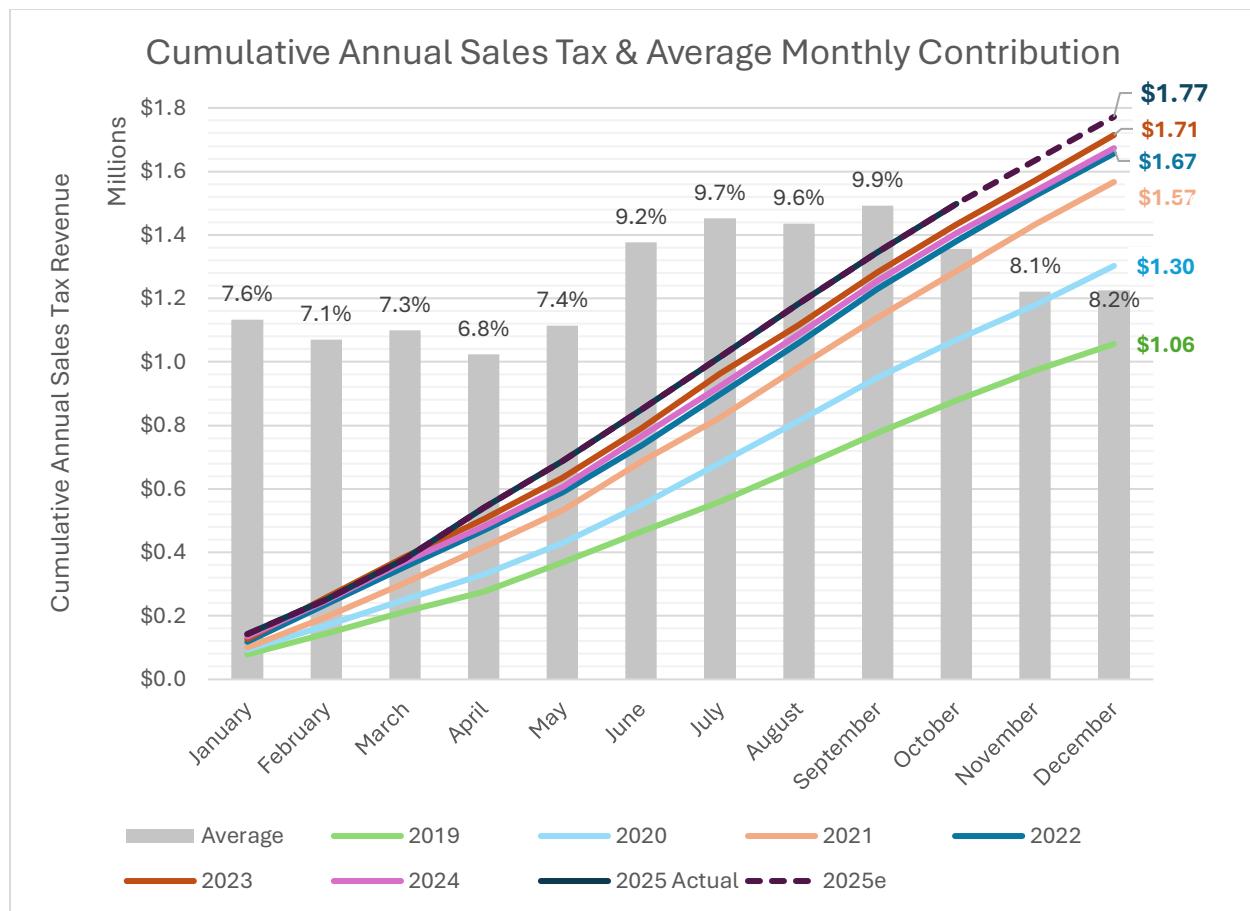
On November 3, 1992, the citizens of the State of Colorado approved the Taxpayers Bill of Rights (TABOR). TABOR specifically and significantly addresses the following issues: spending limitations, operating reserves and debt service.

On November 9, 1994, voters within the Town of Kremmling approved the collection, retention and expenditure of the full amount of town taxes, grants and all other revenue collected from all sources including property taxes, received in 1994 and each subsequent year, without regard to any revenue or expenditure limitations including those contained in Article X, Section 20 of the Colorado Constitution or any other law.

The Town will comply with the remaining requirements of TABOR, including election, debt, and reserve requirements.

Economic Trends

Sales tax serves as the principal revenue source for Kremmling. Over the past five years, sales tax revenue has shown stability; however, it remains contingent upon the prevailing market conditions within the local economy. The anticipated sales tax revenue for 2024 did not experience a significant increase, attributed to the stagnant growth of commercial and retail sectors in the vicinity. The mill levy is expected to remain unchanged, within the 5.50% cap recently imposed by the state, and property tax fluctuations are not projected to deviate substantially from the 2025 estimates.



2026 Strategy

The 2026 Budget is built around the Town's 2026 Strategy. The focus for the year is:

- Delivering expected public services within the limits of the balanced budget
- Providing 12 months of stable, predictable operations for the public and staff
- Identifying and implementing operational improvements and efficiencies
- Delivering existing major capital projects on time and budget

Human Resources

Organization and Staffing Models

The Board of Trustees shall discharge its duties and authority under Section 2.56.020 by adoption of any rules and regulations, including personnel manuals, and amendments thereto and for approving annual pay and the number and types of positions of Town employment through approval of the annual Town budget. The 2026 Staffing Plan remains unchanged from 2025.

Salaries, Benefits and Wages

On January 1, 2026, all employees (except the Town Manager) will receive a 3% cost of living adjustment (COLA) to their base rate of pay. This figure is in line with the COLAs being applied by other public agencies in Kremmling.

2026 Compensation		COLA		3%	
SALARIED EMPLOYEES		Low	High	Hours / Year	Hourly Rate (Low) Hourly Rate (High)
1	TOWN MANAGER	122,362	143,119	2080	58.83 68.81
1	TOWN CLERK / TREASURER	60,416	74,293		29.05 35.72
1	PUBLIC WORKS DIRECTOR	81,325	115,000		39.10 55.29
3	POLICE CHIEF	91,052	130,000		43.78 62.50
HOURLY EMPLOYEES		Hours / Year		Annual Wages (Low) Annual Wages (High)	
1	FINANCE OFFICER	26.77	30.59	2080	55,681 63,629
1	UTILITY BILLING	21.42	26.77	2080	44,562 55,681
2	PLANNER	30.90	46.35	1040	32,136 48,204
2	CLEANING	15.44	17.48	350	5,404 6,118
3	PATROL OFFICER	31.24	45.00	2496	77,983 112,320
3	PATROL OFFICER	31.24	45.00	2496	77,983 112,320
1	POLICE TECHNICIAN	23.57	31.00	2080	49,018 64,480
1	PARKS & REC COORDINATOR	22.50	30.00	2080	46,800 62,400
2	PARKS & REC ASST.	15.00	19.28	100	1,500 1,928
1	PUBLIC WORKS SUPERINTENDENT	30.41	37.76	2080	63,253 78,541
1	PUBLIC WORKS TECH II	24.64	28.95	2080	51,246 60,223
1	PUBLIC WORKS TECH I	23.57	26.22	2080	49,018 54,546
2	PUBLIC WORKS WINTER SEASONAL	-	30.00	800	- 24,000
2	PUBLIC WORKS SUMMER SEASONAL	-	20.00	800	- 16,000
2	PUBLIC WORKS SUMMER SEASONAL	-	20.50	800	- 16,400
2	PUBLIC WORKS SUMMER SEASONAL	-	20.00	800	- 16,000
BOARD MEMBERS		144		- 21,600	
MAYOR		24		- 6,000	
4	Salaried / Exempt				
11	Full Time / Non-Exempt				
6	Seasonal / Part Time				
7	Legislative				

Figure 1 - 2026 Proposed compensation ranges. Key changes relative to 2025 include: (1) a 3% COLA adjusting salary ranges, (2) the Parks and Recreation Coordinator moving to 40 hours per week, (3) and police officer wages being shown based on the 2496 hours they are paid for vs 2080.

Kremmling provides Health, Vision, Dental and Life Insurance through a county wide health pool in coordination with Northwest Colorado Council of Governments (NWCCOG). Health and Dental benefits are paid 80% by the employer and 20% by the employee. Vision and Life Insurance are paid 100% by the employer. The Town also provides an emergent ambulatory care benefit through Masa Medical Transport Solutions Membership paid 100% by the employer. The 2026 budget for benefits includes a 10% contingency (~\$24K) to accommodate additional hires or qualified life events.

In 2026, employees who select a high-deductible HSA medical plan (HDHP 2500) will be provided with HSA contributions of \$3000 (single) / \$6000 (family). Since the HDHP plan premiums are lower than PPO Plan A, employees will share in the savings this provides to the Town.

To facilitate accounting and subsequent budgeting, it is important to transparently allocate salaries, wages, and benefit costs across accounts. Below are the allocations for 2026, which roughly reflect assumed numbers for 2025, but capture refinements that reflect where department heads estimate that staff spends their time.

2026 Wage Allocations

SALARIED EMPLOYEES

ACTUAL	Judicial	Mayor / Leg.	Town		Admin	Planning	Police	Streets	San. Dist.	Cem.	Parks	Rec.	Water Admin	Solid Waste	
			Mgr	Election											
133,900			70%											30%	
73,008					70%									18%	2%
112,972									38%		2%	10%		50%	
128,750								100%							

HOURLY EMPLOYEES

FINANCE OFFICER	61,294				65%				30%					3%	2%
UTILITY BILLING	54,610				35%				30%					3%	32%
PLANNER	47,133					100%									
CLEANING	5,782				25%		25%	25%				25%			
PATROL OFFICER	106,357					100%									
PATROL OFFICER	104,223						100%								
PATROL OFFICER	102,321						100%								
POLICE TECHNICIAN	63,933	15%					85%								
PARKS & REC COORDINATOR	58,530											25%	75%		
PARKS & REC ASST.	1,700												100%		
PUBLIC WORKS SUPERINTENDENT	72,692								50%					40%	
PUBLIC WORKS TECH II	60,223								50%		2%	10%		38%	
PUBLIC WORKS TECH I	60,223								50%		2%	10%		38%	
PUBLIC WORKS WINTER SEASONAL	24,000								100%						
PUBLIC WORKS WINTER SEASONAL	-								100%						
PUBLIC WORKS SUMMER SEASONAL	16,000								50%					50%	
PUBLIC WORKS SUMMER SEASONAL	16,400											100%			
PUBLIC WORKS SUMMER SEASONAL	16,000								50%					50%	
BOARD MEMBERS	21,600	100%													
MAJOR	6,000	100%													
TOTAL	1,347,651	9,590	27,600	93,730	-	111,506	47,133	497,440	180,944	38,422	8,319	79,089	45,597	188,121	20,161

Capital Improvement Plan

In 2024, the Board adopted a 10-Year Capital Improvement Plan (CIP). In the interests of balancing the budget, no capital projects are slated for 2026 outside of the already-approved construction of the Town's new Water Treatment Plant. The Board has, however, prioritized a "wish list" for 2026 (below) that it may elect to fund out of reserves over the course of 2026.

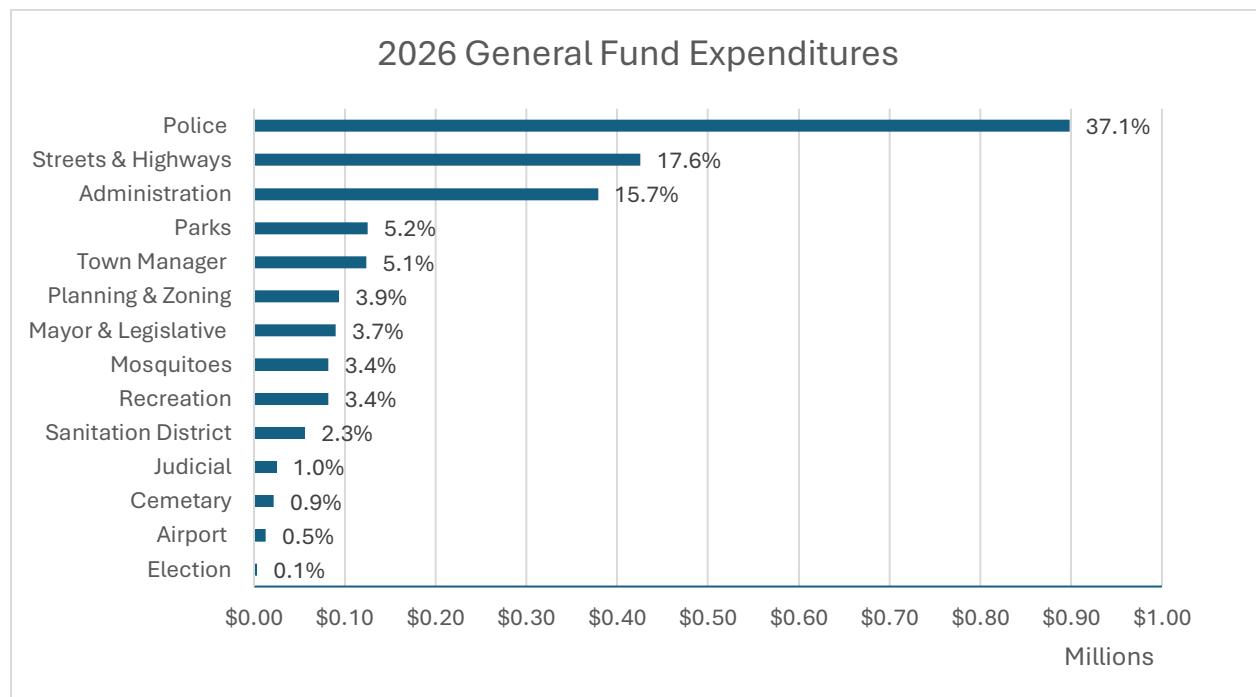
Capital Improvement Plan

Administration		Replacement Cost	Replacement Year	Location	Condition	Department	2026
6	Hydrant 1 - 6th & Railroad	17,000	2026	FAC-03	urgent	Streets	17,000
6	Hydrant 2 - 10th & Jackson	17,000	2026	FAC-03	urgent	Streets	17,000
4	Roof Replacement	21,540	2026	FAC-05	poor	Parks	21,540
6	Street Rehabilitation Projects	269,000	2026	Public Works	urgent	Streets	269,000
6	2008 Chevy Colorado (Pickup)	50,000	2026	Public Works	poor	Streets	50,000
8	Bulk Water Station	100,000	2026	Water Distribution	poor	Water Dist.	100,000
8	Storage Tank - South (1978)	13,000	2026	N 21st St	good	Water Dist.	13,000
8	Meter Replacement	87,360	2026			Water Dist.	87,360
5	Ticket Software	10,000	2026			Police	10,000
1	Software	10,000	2026			Administration	10,000

2026 Summary By Account		2026
1	Administration	10,000
2	Airport	-
3	Cemetery	-
4	Parks	21,540
5	Police	10,000
6	Streets	353,000
7	Town Hall	-
8	Water Dist.	200,360
9	Other	-
TOTAL		594,900
		594,900

General Fund

The General Fund accounts for all transactions of the Town of Kremmling not accounted for in other funds and is the Town's primary operating fund. This fund represents an accounting of the Town's ordinary operations financed from taxes and other general revenues. No capital improvements, unfunded staff positions, or new grant funding is budgeted in 2026.



Police Services

Budgeted spending of \$898K for 2026 is within 1% of estimated actual spending in 2025 (2025e). While the 2026 budget closely reflects 2025 actuals, it is approximately \$100K higher than the 2025 budgeted amount of \$809K. The discrepancy between 2025 actuals vs budget largely lies in the calculation of human resources costs, which have been corrected for 2026. Outside of the change in budgeting calculations for this category, no major changes are proposed.

Following the implantation of Kremmling's 48-hour shift policy in 2024, turnover and recruitment challenges mentioned in the 2025 Budget have been eliminated. The Department is now fully staffed, including the additional of a School Resource Officer (shared with the county) that provides additional services to the Town, and experienced zero turnover in 2025 while dropping fully-loaded costs per officer by 25%.

Police Services	2024	2025	2026	2024	2025e	2026 vs 2025e
00-140-4000 SALARIES / WAGES	440,045	431,544	497,440	376,517	470,960	5.6%
00-140-4010 PART-TIME WAGES	100	-	-	20	-	0.0%
00-140-4020 UNEMPLOYMENT	800	900	1,000	688	1,040	-3.8%
00-140-4030 WORKERS COMPENSATION	8,750	12,500	10,349	9,513	12,663	-18.3%
00-140-4040 EMPLOYEE INSURANCE	76,075	75,000	73,382	67,215	112,480	-34.8%
00-140-4050 EMPLOYER SHARE FICA	25,300	33,663	38,054	36,794	38,065	0.0%
00-140-4060 STATE RETIREMENT	12,000	16,000	21,001	15,336	18,562	13.1%
00-140-4070 LOCAL RETIREMENT	5,000	5,000	-	2,647	5,000	-100.0%
00-140-4100 OVERTIME	25,000	47,018	73,790	120,818	58,040	27.1%
00-140-5500 ATTORNEY FEES	5,000	7,500	5,000	11,205	7,500	-33.3%
00-140-5550 PROFESSIONAL SERVICES	33,000	40,000	40,000	17,858	42,100	-5.0%
00-140-5594 DISPATCH FEES	40,000	47,500	51,200	38,788	47,500	7.8%
00-140-5805 PUBLIC RELATIONS	1,000	500	500	389	500	0.0%
00-140-6000 ADVERTISING	450	50	50	450	50	0.0%
00-140-6050 DUES / SUBSCRIPTIONS	31,000	34,200	31,000	26,566	34,200	-9.4%
00-140-6100 PRINTING	750	750	1,250	937	750	66.7%
00-140-6110 MEETING, TRAINING, TRAVEL	17,500	10,000	6,000	5,529	10,000	-40.0%
00-140-6115 POSTAGE	300	300	300	656	300	0.0%
00-140-6120 REPAIRS - BUILDING	1,000	750	750	710	750	0.0%
00-140-6135 REPAIRS - EQUIPMENT	500	500	100	66	500	-80.0%
00-140-6140 VEHICLE - REPAIR	5,000	8,000	5,000	3,225	8,000	-37.5%
00-140-6200 SUPPLIES - OFFICE	1,500	1,200	1,200	995	1,200	0.0%
00-140-6240 SUPPLIES - OPERATING	10,000	10,000	12,000	12,017	10,000	20.0%
00-140-6245 TELEPHONE	2,800	5,000	7,000	6,171	5,000	40.0%
00-140-6255 MISC EXPENSE	-	-	-	0	-	0.0%
00-140-6280 UNIFORMS	7,500	5,000	5,000	6,433	5,000	0.0%
00-140-6300 UTILITIES	3,200	2,800	3,000	1,592	2,800	7.1%
00-140-6320 VEHICLE - GAS	12,000	13,500	14,000	7,434	13,500	3.7%
CAPITAL	-	-	-		-	0.0%
Total	765,570	809,175	898,368	770,567	906,460	-0.9%

Streets and Highways

This category experienced an increased spending on street repairs and an uptick in HR spending / allocations (\$46K) to this category.

This fund category encompasses resources designated for the acquisition, construction, and upkeep of assets and capital facilities related to the streets within the Town of Kremmling. The Streets team offers a diverse array of services to the community, which includes street maintenance (such as paving, curb and gutter work, sidewalks, signals, and signage), responses to snow and weather conditions, drainage maintenance (covering stormwater piping, inlets, manholes, swales, and ponds), fleet maintenance (for equipment, mowers, and vehicles), general facility upkeep, and cemetery operations, including maintenance and interments.

Kremmling finalized a Roadway Master Plan (RMP) in 2024, which will serve as a foundational document for establishing a prioritized schedule for the maintenance and replacement of paving projects. This RMP is essential for demonstrating a responsible maintenance strategy, thereby ensuring eligibility for funding related to paving and roadway enhancements.

Streets & Highways	2024	2025	2026	2024a	2025e	2026 vs 2025e
00-150-4000 SALARIES / WAGES	169,645	134,202	180,944	128,189	117,699	53.7%
00-150-4010 PART-TIME WAGES	4,667	5,000		5,420	1,952	-100.0%
00-150-4020 UNEMPLOYMENT	288	250	250	220	242	3.5%
00-150-4030 WORKERS COMPENSATION	5,750	4,039	3,765	5,750	4,202	-10.4%
00-150-4040 EMPLOYEE INSURANCE	42,097	55,000	45,363	35,540	25,886	75.2%
00-150-4050 EMPLOYER SHARE FICA	8,500	10,266	13,842	9,809	8,788	57.5%
00-150-4070 LOCAL RETIREMENT	4,700	6,200	5,264	5,022	4,664	12.9%
*ON CALL			10,950		1,463	648.3%
00-150-4100 OVERTIME	3,500	3,500	3,500	2,844	-	0.0%
00-150-5550 PROFESSIONAL SERVICES	5,000	5,000	5,000	4,958	-	0.0%
00-150-5575 SHARED EMPLOYEE	-	500	500	-	1,300	-61.5%
00-150-5590 WEED CONTROL	1,000	1,300	1,300	1,000	-	0.0%
00-150-5600 SNOW REMOVAL	10,000	10,000	10,000	4,510	5,449	83.5%
00-150-6030 SERVICE CHARGE	-	-	-		2,147	-100.0%
00-150-6110 MEETING, TRAINING, TRAVEL	1,750	5,000	5,000	2,209	14,282	-65.0%
00-150-6120 REPAIRS - BUILDING	2,000	2,000	2,000	1,933	2,994	-33.2%
00-150-6122 EQUIPMENT RENTAL	16,000	15,000	15,000	14,440	815	1739.4%
00-150-6126 REPAIRS - STREET	90,000	30,000	60,000	13,684	40,000	50.0%
00-150-6135 REPAIRS - EQUIPMENT	8,000	8,500	8,500	5,269	8,500	0.0%
00-150-6140 VEHICLE - REPAIR	4,500	5,000	4,500	1,769	368	1121.7%
00-150-6240 SUPPLIES - OPERATING	8,500	7,000	6,000	6,400	-	0.0%
00-150-6245 TELEPHONE	900	950	1,000	919	617	62.1%
00-150-6255 MISC EXPENSE	-	150	-	667	17,955	-100.0%
00-150-6280 UNIFORMS	1,200	1,500	1,500	440	773	93.9%
00-150-6310 UTILITIES - STREET LIGHTS	26,000	26,000	26,000	20,756	26,000	0.0%
00-150-6315 UTILITIES - BUILDING	1,400	2,100	2,100	833	1,125	86.6%
00-150-6320 VEHICLE GAS	6,500	7,500	10,000	7,129	10,000	0.0%
00-150-6500 SAFETY EXPENSES	2,000	2,500	2,500	1,923	900	177.8%
TREE REMOVAL (NEW)	-	4,000	1,000	-		0.0%
BLANK	-	-	-			0.0%
Total	423,897	352,457	425,778	281,634	298,121	42.8%

Administration

Budgeted spending of \$379K for 2026 is 18.4% lower than 2025e, largely due to a shift in the allocation of salaries and benefits to other categories. Insurance costs are lower due to being appropriately split between categories as well. Other cuts, made to balance the budget, capture the balance of the difference.

The Administrative services are provided by three full-time employees and one part-time support staff person. Day-to-day administrative operations are overseen by the Town Clerk. Human Resources and Finance Director oversight is provided by the Town Manager. The Administrative services have identified the highest need for additional staffing is for a community planner in Planning.

Administration	2024	2025	2026	2024	2025e	2026 vs 2025e
00-125-4000 SALARIES / WAGES	130,477	108,902	111,506	148,591	123,612	-9.8%
00-125-4001 PERFORMANCE AWARD	34,500	25,000	-	16,536	25,000	-100.0%
00-125-4010 PART-TIME WAGES	1,840	3,500	-	3,565	3,500	-100.0%
00-125-4020 UNEMPLOYMENT	325	425	275	350	425	-35.3%
00-125-4030 WORKERS COMPENSATION	460	500	2,320	460	500	364.0%
00-125-4040 EMPLOYEE INSURANCE	25,220	40,000	32,402	44,319	40,000	-19.0%
00-125-4050 EMPLOYER SHARE FICA	12,500	12,000	8,530	14,038	12,000	-28.9%
00-125-4070 LOCAL RETIREMENT	4,000	4,500	4,556	6,176	5,100	-10.7%
00-125-40xx OVERTIME	-	200	500	412	200	150.0%
00-125-5500 ATTORNEY FEES	20,000	25,000	25,000	21,857	25,000	0.0%
00-125-5550 PROFESSIONAL SERVICES	35,000	30,000	26,500	22,664	30,000	-11.7%
00-125-5825 AUDITING COSTS	20,000	30,000	15,000	13,550	30,000	-50.0%
00-125-6000 ADVERTISING	3,500	1,000	1,000	1,843	1,000	0.0%
00-125-6010 DONATIONS	87,100	-	-	82,309	-	0.0%
00-125-6030 SERVICE CHARGE	300	530	700	820	530	32.1%
00-125-6050 DUES / SUBSCRIPTIONS	20,000	20,000	20,000	17,074	20,000	0.0%
00-125-6070 JANITORIAL SUPPLIES	1,000	850	500	730	850	-41.2%
00-125-6075 INSURANCE	51,000	65,000	43,193	49,208	65,000	-33.5%
00-125-6110 MEETING, TRAINING, TRAVEL	4,500	6,500	5,000	1,435	6,500	-23.1%
00-125-6115 POSTAGE	1,800	2,200	2,200	1,211	2,200	0.0%
00-125-6120 REPAIRS - BUILDING	1,000	350	-	1,181	350	-100.0%
00-125-6135 REPAIRS - EQUIPMENT	200	50	-	3,356	50	-100.0%
00-125-6200 SUPPLIES - OFFICE	5,500	6,000	3,000	5,059	6,000	-50.0%
00-125-6240 SUPPLIES - OPERATING	500	1,200	1,000	2,193	1,200	-16.7%
00-125-6245 TELEPHONE	4,100	2,000	12,700	2,839	12,000	5.8%
00-125-6255 MISC EXPENSE	-	-	7,086	241	-	0.0%
00-125-6256 STALE CLEANUP	-	-	-	-	-	0.0%
00-125-6280 UNIFORMS	350	500	500	-	500	0.0%
00-125-6285 COUNTY TREASURER'S FEES	6,300	5,500	8,000	5,424	5,500	45.5%
00-125-6300 UTILITIES	3,500	3,500	3,500	2,480	3,500	0.0%
00-125-6310 UTILITIES - FIRE HALL	4,250	4,000	4,000	2,719	4,000	0.0%
00-125-6415 DRUG & ALCOHOL TESTING	100	100	100	-	100	0.0%
00-125-6560 FIREWORKS	40,000	40,000	40,000	35,069	40,000	0.0%
CAPITAL					-	0.0%
Total	519,322	439,307	379,069	507,714	464,617.00	-18.4%

Parks

The Parks team primarily focuses on maintaining and enhancing public spaces, playgrounds, and recreational areas to provide the community with safe and enjoyable outdoor spaces. Budgeted spending of \$125K for 2026 is slightly lower (5.1%) than 2025e.

Parks		2024	2025	2026	2024a	2025e	2026 vs 2025e
00-158-4010	PART-TIME WAGES	18,670	-	-	45,617	46,843	-100.0%
00-158-4000	SALARIES / WAGES	49,192	70,431	79,089	31,895	35,330	123.9%
00-158-4040	EMPLOYEE INSURANCE	9,410	8,500	10,483	7,194	142	7266.9%
00-158-6300	UTILITIES	7,500	9,000	9,000	6,599	8,500	5.9%
00-158-4050	EMPLOYER SHARE FICA	4,025	5,388	6,050	5,840	14,404	-58.0%
00-158-6120	REPAIRS - BUILDING	7,500	10	-	5,832	6,737	-100.0%
00-158-6240	SUPPLIES - OPERATING	5,500	5,500	5,500	4,897	1,898	189.8%
00-158-6192	PUBLIC RESTROOMS	3,500	3,500	4,500	4,200	750	500.0%
00-158-4030	WORKERS COMPENSATION	1,150	1,325	1,645	1,150	-	0.0%
00-158-4070	LOCAL RETIREMENT	1,000	1,000	1,572	1,042	1,567	0.3%
00-158-5590	WEED CONTROL	1,200	1,650	1,650	1,000	28	5776.1%
00-158-6500	SAFETY EXPENSES	1,000	2,000	2,000	1,000	283	605.5%
00-158-4100	OVERTIME	460	750	750	706	-	0.0%
00-158-6135	REPAIRS - EQUIPMENT	2,000	1	1,000	595	478	109.0%
00-158-5592	RODENT CONTROL	3,000	4,500	1,500	355	-	0.0%
00-158-6280	UNIFORM	250	350	350	170	4,050	-91.4%
00-158-6070	JANITORIAL SUPPLIES	175	175	175	144	225	-22.2%
00-158-4020	UNEMPLOYMENT	115	106	150	142	-	0.0%
00-158-5550	PROFESSIONAL SERVICES	3,500	10	-	-	9,000	-100.0%
00-158-6255	MISC EXPENSE	-	9,000	-	-	1,963	-100.0%
BLANK		-	-	-		-	0.0%
Total		119,147	123,196	125,415	117,876	132,199	-5.1%

Town Manager

The Town of Kremmling currently operates under the Mayor/Manager form of government. The Town Manager performs the duties of the Chief Administrative Officer for the organization. The Town Manager reports directly to the Board of Trustees. This is a contracted position that is reviewed and considered for adjustment annually.

The plan to purchase a fleet car for the Town Manager (slated to occur in 2025) is no longer viewed as necessary, as the Manager has a vehicle sharing plan in place with other departments.

Budgeted spending of \$123K for 2026 is 5.9% lower than 2025e, largely due to cuts necessary to balance the budget. 2025 actuals of \$132K overran the 2025 budgeted amount largely due to the addition of a Planner (which was charged to the Town Manager account) but offset by the absence of a Manager for the first quarter of 2025.

Town Manager	2024			2025		2026		2026 vs 2025e
	2024	2025	2026	2024a	2025e	2026	2026	
00-122-4000 SALARIES / WAGES	80,826	93,600	93,730	90,106	105,880			-11.5%
00-122-4020 UNEMPLOYMENT	165	175	150	122	212			-29.2%
00-122-4030 WORKERS COMPENSATION	275	275	1,950	275	438			345.1%
00-122-4040 EMPLOYEE INSURANCE	8,280	8,280	13,342	8,836	8,280			61.1%
00-122-4050 EMPLOYER SHARE FICA	5,750	7,160	7,170	6,731	7,965			-10.0%
00-122-4070 LOCAL RETIREMENT	3,335	3,750	3,880	3,730	3,750			3.5%
00-122-6050 DUES / SUBSCRIPTIONS	1,400	1,200	500	1,081	1,200			-58.3%
00-122-6110 MEETING, TRAINING, TRAVEL	1,750	2,750	3,000	2,904	2,750			9.1%
00-122-6200 SUPPLIES - OFFICE	200	250	-	173	250			-100.0%
00-122-6240 SUPPLIES - OPERATING	200	250	-	28	250			-100.0%
00-122-6245 TELEPHONE	600	600	100	560	600			-83.3%
00-122-6255 MISC EXPENSE	-	50	-	-	50			-100.0%
00-122-6270 MOVING EXPENSE	-	-	-	-	-			0.0%
Total	102,781	118,340	123,823	114,547	131,625			-5.9%

Planning & Zoning

The Planning & Building Department facilitates the development review process for all new and redevelopment activities, ensures compliance with the Comprehensive Plan, and assists customers with applying the Town's plans and regulations.

Historically, the Town has outsourced planning activities to 3rd parties. In 2025, a part-time planner was hired and this position has reduced what was becoming an unrealistic demand on staff. In light of the number of development and annexation proposal currently facing the Town, this position has been assumed to continue in 2026. Budgeted spending of \$93K therefore outstrips the 2025 budget of \$20K, mostly due to the Planner's wages being allocated to this Category instead of Town Manager.

Planning & Zoning (NEW)	2024	2025	2026	2024a	2025e
• Salaries & Wages			47,133		
• Unemployment			92		
• Worker's Compensation			981		
• Insurance			19,060		
• FICA			3,606		
• Retirement			1,951		
00-130-5500 ATTORNEY FEES	4,600	4,000	5,500	5,540	-
00-130-5550 PROFESSIONAL SERVICES	10,350	15,000	15,000	98,709	-
00-130-6000 ADVERTISING	345	345	150	26	10,557
00-130-6115 POSTAGE	460	400	200	85	(73)
00-130-5540 ATTORNEY FEES-GRAND CLIFFS					4,292
00-130-5560 PROFESSIONAL SRVC-GRAND CLIFFS					(90)
00-130-5565 PROFESSIONAL SRVC-RED MNT STOR					-
00-130-5570 PROFESSIONAL SRVC-EAGLE AVESUB					(6,240)
00-130-5575 PROFESSIONAL SRVC-MUDDY CREEK					(7,057)
00-130-5580 PROFESSIONAL SRVC-SUNRISE ANNE					-
00-130-5585 PROFESSIONAL SRVC-ESTATES BLUF					(1,530)
00-130-5590 PROFESSIONAL SRVC-KIDS DIRTBIK					1,830
00-130-5595 PROFESSIONAL SRVC-923 JACKSON					(128)
00-130-5600 PROFESSIONAL SRVC-1704 CENTRAL					(468)
00-130-5605 PROFESSIONAL SRVC-415 CENTRAL					(570)
00-130-5610 PROFESSIONAL SRVC- 416 3RD					(41)
00-130-6200 SUPPLIES - OPERATING					148
00-130-6255 MISC EXPENSE					
00-130-6275 TRAVEL					
00-130-6275 COST REIMBURSEMENT					
Total	15,755	19,745	93,672	43,724	21

Mayor & Legislative

The budget for 2026 of \$90K is in line with 2025e spending. The Donation line item is a discretionary dollar amount for the Board of Trustees to spend supporting various community programs and funding requests throughout the year. The Board of Trustees deliberate and determine in advance the approximate amount to be distributed each year. The Board of Trustees have earmarked \$50K for the Chamber of Commerce for Economic Development related services and to assist with operating the Visitor Center. \$4.9K has been earmarked for mid-year consideration for Board of Trustee approval.

There are six Trustees, and one Mayor elected or appointed by the citizens. The current pay for Trustees is \$150 per meeting and the Mayor receives \$250 per meeting.

Mayor & Legislative	2024	2025	2026	2024a	2025e	2026 vs 2025e
00-120-4006 LEGISLATIVE SALARY	41,400	37,800	27,600	31,103	35,000	-21.1%
00-120-4010 PART-TIME WAGES	-	-	-	-	-	0.0%
00-120-4020 UNEMPLOYMENT	50	65	65	61	59	10.7%
00-120-4030 WORKERS COMPENSATION	500	120	574	500	283	102.8%
00-120-4050 EMPLOYERS SHARE FICA	1,350	2,892	2,111	2,345	2,246	-6.0%
00-120-6110 MEETING, TRAINING, TRAVEL	1,000	3,000	-	408	-	0.0%
00-120-6255 MISC EXPENSE	-	-	5,000	400	605	726.5%
00-120-6400 DONATIONS (Moved from Admin)	-	88,200	54,900	-	80,000	-31.4%
00-120-6280 UNIFORMS	750	750	-	-	-	0.0%
Total	45,050	132,827	90,251	34,818	89,557	0.8%

Mosquitos

The Town of Kremmling provides larvicide, fogging and aerial mitigation activities to reduce the local mosquito population. As of 2026, the Town Manager will work more closely with the Board on mosquito-related operations to plan and execute the upcoming program. The budget for 2026 of \$82K remains unchanged from 2025.

Mosquitos		2024	2025	2026	2024	2025	2026 vs 2025e
00-152-6430	AERIAL SPRAY	52,000	38,500	38,500	24,321	23,169	66.2%
00-152-6431	FOGGING OPERATIONS	-	3,200	3,200	4,200	4,200	-23.8%
00-152-6432	LARVACIDE	37,500	40,500	40,500	37,500	37,500	8.0%
00-152-6000	ADVERTISING	-	-	-		-	0.0%
00-152-6435	GROUND SPRAY	-	-	-			0.0%
Total		89,500	82,200	82,200	66,021	64,869	26.7%

Recreation

The Recreation team's primary role is to organize and manage various youth and adult sports programs, to promote physical and social wellbeing among residents. Over the course of 2026, the recreation program has continued to expand. Considering a growing demand for services in parks, recreation programs and cemetery services, staff recommends that the Parks Supervisor be moved to 40 hours per week.

This category reflects a new addition to the General Fund, and the changes largely stem from the allocation of the Parks & Recreation Coordinator's compensation to this Category. \$82K is budgeted for this category in 2026.

Recreation (NEW)		2024	2025	2026	2024	2025	2026 vs 2025e
•	Salaries & Wages			45,597			0.0%
•	FICA			3,488			0.0%
•	Retirement			1,817			0.0%
•	Insurance			14,295			0.0%
•	Overtime			500			0.0%
•	Unemployment			50			0.0%
•	Workers Comp			949			0.0%
21-325-5800	ADMINISTRATION	-	-	200	-		0.0%
21-330-6240	YOUTH SPORTS	7,000	5,000	10,000	5,167	2,003	399.2%
21-340-6240	ADULT SPORTS	3,000	5,000	5,000	103	2,947	69.7%
Total		10,000	10,000	81,897	5,270	4,950	1554.4%

Sanitation

The 2026 budget of \$56K for this category is 27% higher than the budgeted amount for 2025, but reflects a more accurate allocation of administrative and human resources costs that belong to these accounts. 2025 actual numbers are low relative to 2026 budgeted items largely due to salary allocations not being properly communicated to staff at the beginning of the year.

Sanitation District		2024	2025	2026	2024a	2025e	2026 vs 2025e
00-170-4000	SALARIES / WAGES	15,275	32,147	38,422	11,079	7,876	387.8%
00-170-4020	UNEMPLOYMENT	58	58	69	21	16	333.3%
00-170-4030	WORKERS COMPENSATION	250	250	799	250	413	93.5%
00-170-4040	EMPLOYEE INSURANCE	8,580	8,500	12,389	4,718	1,797	589.4%
00-170-4050	EMPLOYER SHARE FICA	1,150	2,459	2,939	759	568	417.5%
00-170-4070	LOCAL RETIREMENT	750	775	1,591	448	327	386.4%
00-170-4100	OVERTIME	-	-	-	-	-	0.0%
Total		26,063	44,189	56,209	17,275	10,998	411.1%

Judicial

The budget for 2026 is decreasing significantly due to a reallocation of salary and wage funds that more accurately reflect job duties, primarily affecting human resources costs. The Municipal Judge is appointed after each election year, and the service agreement is reviewed at that time. Both the Municipal Judge and the Court Clerk assess the legislative changes needed to ensure transparent municipal court proceedings. Currently, the role of the Court Clerk is filled by the administrative Police Technician in the Police Department.

Judicial Expenses		2024	2025	2026	2024	2025	2026 vs 2025e
00-110-4000	SALARIES / WAGES	14,560	8,656	9,590	15,187	26,420	-63.7%
00-110-4020	UNEMPLOYMENT	21	25	50	29	53	-5.7%
00-110-4030	WORKERS COMPENSATION	27	50	200	26	175	14.0%
00-110-4040	EMPLOYEE INSURANCE	1,475	2,800	2,859	4,033	6,352	-55.0%
00-110-4050	EMPLOYER SHARE FICA	800	1,159	734	1,098	1,898	-61.3%
00-110-4100	OVERTIME	400	200	-	-	1,095	-100.0%
00-110-4070	LOCAL RETIREMENT	500	350	517	629	200	158.4%
00-110-5500	ATTORNEY FEES	6,500	10,000	10,000	8,400	10,000	0.0%
00-110-5550	PROFESSIONAL SERVICES	2,500	1,000	1,000	-	1,000	0.0%
00-110-6050	DUES / SUBSCRIPTIONS	100	100	-	100	100	-100.0%
00-110-6110	MEETING, TRAINING, TRAVEL	100	100	-	-	100	-100.0%
00-110-6240	SUPPLIES - OPERATING	100	100	-	-	100	-100.0%
00-110-6255	MISC EXPENSE	-	-	-	-	-	0.0%
Total		27,083	24,540	24,949	29,501	47,493	-47.5%

Cemetery

Founded in the early 1900's, the Riverside Cemetery is a timeless resting place for generations of residents, preserving their memory and history for over a century. The cemetery is administratively supported by the Court Clerk and maintained by Public Works. No major changes to the operations portion of the Cemetery budget was made for 2026. Most of the changes to this account are driven by a more realistic allocation of human resources costs out of this category and into others.

Cemetery	2024			2024a		2025e		2026 vs 2025e
	2024	2025	2026	2024a	2025e	2026	2026	
00-155-4000 SALARIES / WAGES	21,381	58,813	8,319	21,381	58,813	-	-85.9%	
00-155-4010 PART-TIME WAGES	14,042	12,000	-	14,042	12,000	-	-100.0%	
00-155-4020 UNEMPLOYMENT	70	50	7	70	111	-	-93.6%	
00-155-4030 WORKERS COMPENSATION	230	330	173	230	493	-	-64.9%	
00-155-4040 EMPLOYEE INSURANCE	4,348	3,500	2,097	4,348	14,340	-	-85.4%	
00-155-4050 EMPLOYER SHARE FICA	2,674	4,499	636	2,674	4,499	-	-85.9%	
00-155-4070 LOCAL RETIREMENT	750	450	344	750	2,212	-	-84.4%	
00-155-4100 OVERTIME	637	100	800	637	1,375	-	-41.8%	
00-155-5590 WEED CONTROL	1,200	1,350	1,350	1,200	1,350	-	0.0%	
00-155-5592 RODENT CONTROL	-	2,000	2,000	-	2,000	-	0.0%	
00-155-6122 EQUIPMENT RENTAL	-	3,000	3,000	-	3,000	-	0.0%	
00-155-6135 REPAIRS - EQUIPMENT	371	500	500	371	500	-	0.0%	
00-155-6240 SUPPLIES - OPERATING	1,350	1,400	1,500	1,350	1,400	-	7.1%	
00-155-6255 MISC EXPENSE	400	1,500	750	400	1,500	-	-50.0%	
00-155-6300 UTILITIES	339	425	425	339	425	-	0.0%	
BLANK	-	-	-	-	-	-	0.0%	
Total	47,791	89,917	21,901	47,791	104,018	-	0.0%	

Airport

The Town of Kremmling and Grand County are joint owners of the McElroy Airfield. Kremmling owns five airport hangars that are aging significantly. The Federal Aviation Administration (FAA) requires revenues received from the airport to be invested back into the asset. The airport budget for 2026 is lower than 2025 due to repairs being taken out of the budget.

Airport	2024			2024a		2025e		2026 vs 2025e
	2024	2025	2026	2024a	2025e	2026	2026	
00-160-6126 REPAIRS	17,000	17,000	10,238	3,000	7,000	-	46.3%	
00-160-6300 UTILITIES - R/W LIGHTS	3,000	2,200	2,200	1,922	2,618	-	-16.0%	
00-160-6310 UTILITIES - HANGARS	750	750	750	176	750	-	0.0%	
00-160-6000 ADVERTISING	-	-	-	-	-	-	0.0%	
00-160-6305 RADIO CONTROL - R/W LIGHTS	-	-	-	-	-	-	0.0%	
CAPITAL	-	-	-	-	-	-	0.0%	
Total	20,750	19,950	13,188	5,098	10,368	-	27.2%	

Enterprise Funds

An Enterprise Fund is operated in a manner like private business, where costs are predominantly supported by user charges.

Water Fund

The Water Fund was created to account for the charges for water provided to customers and the associated costs. The primary function of the enterprise fund is to prepare for repair or replacement of the water distribution system and water treatment plant. This fund captures all the capital, maintenance and operations costs associated with processing and distributing safe and clean drinking water for Kremmling.

Budgeting for the Water Fund was completed following extensive work with the water model provided by RCAC in 2024, plus multiple working sessions with the Board.

Capital & Grant Plan

The Town is in the process of replacing its water treatment plant. In 2025, a Guaranteed Maximum Price contract of \$17.54M was executed with Hensel Phelps to complete the construction project. It is estimated that by the end of the year, approximately \$5.7M of the total project costs will have been incurred, leaving \$13.18M remaining for 2026.

Project costs are being funded via a \$16.5M Drinking Water Revolving Fund loan from the Colorado Water Resources and Power Development Authority. \$3M of this loan was forgiven immediately. An additional \$1M grant was provided by the Energy/Mineral Impact Assistance Fund Grant (EIAF) from DOLA. An additional \$1M of debt will be required to complete the project and has been factored into the 2026 budget.

In addition to these funds, the Town is also paying down a Colorado Water Conservation Bond, which matures in 2038.

Revenue

The 2026 budget anticipated a \$13.2M inflow of funds - \$11.8M from debt / grant funding for the water treatment plant, and \$1.4M from other sources including water sales and bulk water sales. This includes an increase to base rate charges (variable by tap size) and a 20% increase to extra water usage fees (below).

Tap Size	2025	Increase	2026
0.75	79	13%	89
1.50	249	3.0%	256
2.00	349	3.0%	359
3.00	789	3.0%	813
Usage		20%	

Revenue	2024			2025		2026		2026 vs 2025e
	2024a	2024b	2024c	2025a	2025b	2025c	2026	
02-600-3200 WATER SALES	654,517	885,890	1,353,504	654,517	997,713	1,357,713	35.7%	
02-600-3205 LATE CHARGE	5,000	5,000	-	5,000	4,379	4,379	-100.0%	
02-600-3210 TURN ON/OFF	200	250	52	200	475	475	-89.1%	
02-600-3230 BULK WATER PERMITS	3,500	4,000	3,245	3,500	3,402	3,402	-4.6%	
02-600-3231 BULK WATER SALES	6,500	6,000	25,000	26,951	6,536	6,536	282.5%	
02-600-3370 WATER INSPECTION FEE	100	100	-	100	-	-	0.0%	
02-600-3500 INTEREST EARNED	5,000	5,000	32,133	5,000	6,378	6,378	403.8%	
02-600-3550 MISC	-	-	-	-	-	-	0.0%	
02-600-3260 SALE OF SUPPLIES			-				0.0%	
02-600-3300 CONTRIBUTED CAPITAL			-				0.0%	
02-600-3310 ASSETS CONTRIBUTED			-				0.0%	
02-600-3701 GRANT REVENUE	420,000	5,000,000	-	420,000	269,838	269,838	-100.0%	
02-600-3800 WTP FUNDING	-	12,500,000	11,770,817	-	2,529,627	2,529,627	365.3%	
BLANK			-				0.0%	
Total	1,094,817	18,406,240	13,184,752	1,115,268	3,818,349	3,818,349	245.3%	

Water Administration

The 2026 budget for this category is \$1.2M, a 44.2% increase over 2025e. This is largely due to \$821K of debt service and \$56K being funneled into reserves, as per board directives, the RCAC water model and debt covenants.

Expenses		2024	2025	2026	2024a	2025e	2026 vs 2025e
WATER ADMIN							
02-625-4000	SALARIES / WAGES	167,709	232,103	188,121	159,046	132,132	42.4%
02-625-4001	PERFORMANCE AWARD	1,150	3,500	-	25,214	-	0.0%
02-625-4020	UNEMPLOYMENT	575	650	650	255	270	140.7%
02-625-4030	WORKERS COMPENSATION	2,300	2,831	3,914	2,300	2,915	34.3%
02-625-4040	EMPLOYEE INSURANCE	42,659	45,656	34,308	37,253	34,865	-1.6%
02-625-4050	EMPLOYER SHARE FICA	12,075	15,000	14,391	11,652	9,665	48.9%
02-625-4070	LOCAL RETIREMENT	6,900	7,250	6,584	6,315	5,430	21.3%
02-625-4100	OVERTIME	2,500	3,000	3,000	2,503	3,000	0.0%
02-625-5500	ATTORNEY FEES	35,000	20,000	10,890	22,110	10,000	8.9%
02-625-5550	PROFESSIONAL SERVICES	50,000	25,000	30,138	61,236	25,000	20.6%
02-625-5575	SHARED EMPLOYEE	750	500	-	-	500	-100.0%
02-625-5825	AUDITING COSTS	13,000	15,000	15,000	13,000	15,000	0.0%
02-625-6000	ADVERTISING	500	1,500	70	102	-	0.0%
02-625-6005	BAD DEBT	-	-	-	-	-	0.0%
02-625-6050	DUES / SUBSCRIPTIONS	8,500	10,500	9,734	9,800	-	0.0%
02-625-6030	SERVICE CHARGE	-	-	-	15	7,000	-100.0%
02-625-6055	REGULATORY FEES	500	500	541	-	500	8.2%
02-625-6075	INSURANCE / BONDS	6,520	8,250	28,795	7,127	8,250	249.0%
02-625-6100	PRINTING	400	750	433	157	750	-42.3%
02-625-6110	MEETING, TRAINING, TRAVEL	1,350	2,500	2,500	2,120	2,500	0.0%
02-625-6115	POSTAGE	1,500	2,000	2,000	1,249	2,000	0.0%
02-625-6140	VEHICLE REPAIRS	1,000	1,000	1,000	648	1,000	0.0%
02-625-6200	OFFICE SUPPLIES	750	750	750	666	750	0.0%
02-625-6280	UNIFORMS	250	300	300	-	300	0.0%
02-625-6320	VEHICLE GAS	3,500	7,500	7,500	8,134	7,500	0.0%
02-625-6800	DEPRECIATION	-	-	-	-	-	0.0%
02-625-7400	WATER PLANT BOND	70,000	30,000	-	70,000	-	0.0%
02-625-7500	WATER PLANT INTEREST	10,000	-	-	4,273	-	0.0%
02-625-7600	CWCB LOAN PRINCIPAL	50,000	-	-	54,707	61,658	-100.0%
02-625-7700	CWCB LOAN INTEREST	46,000	46,000	-	46,000	39,048	-100.0%
02-625-7800	DWRF LOAN - PRINCIPAL	-	-	-	-	249,727	-100.0%
02-625-7810	DWRF LOAN - INTEREST	-	-	-	-	238,683	-100.0%
	Debt Service			820,706			0.0%
	Replacement of Funded Project Assets			22,623			0.0%
	Replacement of Existing Capital Assets			33,891			0.0%
Total		535,388	482,040	1,237,840	545,880	858,443	44.2%

Water Plant

As outlined above, \$11.8M of costs are anticipated to be incurred over the course of 2026 to complete the new water treatment plant.

WATER PLANT		2024	2025	2026	2024a	2025e	2026 vs 2025e
02-630-5550	PROFESSIONAL SERVICE	65,000	62,500	525	62,913	153,661	-99.7%
02-630-6070	CLEANING SUPPLIES	100	100	82	95	83	-1.4%
02-630-6126	REPAIRS	15,000	20,000	16,380	11,857	27,973	-41.4%
02-630-6240	OPERATING SUPPLIES	6,000	5,000	2,730	2,048	1,945	40.4%
02-630-6245	TELEPHONE	5,000	6,200	5,460	5,891	4,595	18.8%
02-630-6300	UTILITIES	34,000	36,500	37,128	26,866	26,409	40.6%
02-630-6410	CHEMICALS	30,000	42,000	26,208	29,882	45,151	-42.0%
02-630-6420	WATER SAMPLES	5,500	4,000	5,187	1,348	253	1947.0%
02-630-6500	SAFETY EXPENSES *NEW*			10,000		-	0.0%
	BIL DIRECT LOAN PAYMENTS (P&I)			67,905			0.0%
	LEVERAGED LOAN PAYMENTS (P&I)			420,505			0.0%
02-630-7000	CAPITAL OUTLAY	250,000	17,500,000	11,770,817	500	5,729,183	105.5%
Total	BLANK	410,600	18,174,710	11,864,517	141,400	5,989,253	98.1%

Distribution

No material change is anticipated for this category for 2026.

WATER DISTRIBUTION		2024	2025	2026	2024a	2025e	2026 vs 2025e
02-640-5550	PROFESSIONAL SERVICE	15,000	12,500	5,460	161	1,074	408.2%
02-640-6125	DISTRIBUTION REPAIRS	14,000	20,000	7,644	7,929	6,425	19.0%
02-640-6240	SUPPLIES - OPERATING	3,000	12,000	819	353	504	62.6%
02-640-7000	CAPITAL OUTLAY	450	550	-	358	419	-100.0%
02-640-5575	SHARED EMPLOYEE	-	-	-			0.0%
02-640-6300	UTILITIES	-	-	419			0.0%
02-640-6425	ALARM	-	-	-			0.0%
02-640-6520	DAMAGE REFUND	-	-	-			0.0%
02-640-6650	SUPPLIES FOR RESALE	-	-	-			0.0%
02-640-7200	CONTINGENCY	-	-	-			0.0%
02-640-7000	CAPITAL OUTLAY	-	100,000	-	-		0.0%
Total		32,450	145,050	14,342	8,801	8,422	70.3%

Water Meters

At the direction of the board, \$30K has been allocated for the replacement of water meters, particularly for larger users.

WATER METERS		2024	2025	2026	2024	2025	2026 vs 2025e
02-650-5575	SHARED EMPLOYEE	-	-	-	-	35	-100.0%
02-650-6126	REPAIRS	500	500	546	-	122	349.1%
02-650-6240	SUPPLIES - OPERATING	3,500	4,500	2,581	15,161	-	0.0%
02-650-7000	CAPITAL OUTLAY	40,000	63,000	30,000	15,161	157	0.0%
Total		44,000	68,000	33,127	30,323	157	20996.0%

Water Supply

This category funds the maintenance of the water supply.

WATER SUPPLY		2024	2025	2026	2024a	2025e	2026 vs 2025e
02-660-6240	OPERATING SUPPLIES	100	150	109	2,667	-	0.0%
02-660-6300	PUMP STATION UTILITIES	3,500	4,500	3,822	1,200	2,678	42.7%
02-660-6710	WINDY GAP	1,200	1,200	1,310	-	1,200	9.2%
02-660-6750	RESERVOIR REPAIR	500	15,000	546		5,175	-89.4%
02-660-6760	PUMP STATION MAINTENANCE	1,500	4,000	1,638		4,000	-59.1%
02-660-6730	WOLFORD			-			0.0%
02-660-7000	PUMP STATION CAPITAL OUTLAY			-			0.0%
	ADDITIONAL O+M FOR NEW WTP			27,500			0.0%
Total		6,800	24,850	34,925	3,867	13,053	167.6%

Solid Waste Fund

The Solid Waste Fund was created to account for charges produced by solid waste (trash) services and the associated costs since August 2005. Since 2018, Kremmling has contracted its solid waste services in a multiyear contract. Numerous community surveys have identified cleaning up the community is a top priority. A portion of this fund provides dumpster/clean up days to residents to

assist with bulk trash disposal once or twice a year.

Solid Waste Fund

Summary

Revenue
Expenses
(+) Surplus / (-) Deficit

2026
392,055
392,054
0

Revenue

15-800-3200 PLASTIC BAG FEE
15-800-3205 LATE CHARGES
15-800-3245 TRASH CHARGES
15-800-3550 MICELLANEOUS INCOME
15-800-3180 CONTRACTOR REIMBURSEMENT
BLANK
Total

	2024	2025	2026
-	100	200	
-	500	1,500	
375,446	365,000	390,355	
-	-	-	
-	-	-	
-	-	-	
375,446	365,600	392,055	

	2024	2025
537	267	
2,134	1,328	
356,790	319,952	
-	-	
359,461	321,547	

2026 vs 2025e
-25.0%
13.0%
22.0%
0.0%
0.0%
0.0%
21.9%

Expenses

15-800-4000 SALARIES / WAGES
15-800-4020 UNEMPLOYMENT
15-800-4030 WORKERS COMPENSATION
15-800-4040 EMPLOYEE INSURANCE
15-800-4050 EMPLOYER SHARE FICA
15-800-4070 LOCAL RETIREMENT
15-800-5550 PROFESSIONAL SERVICES
15-800-5820 BILLING EXPENSES
15-800-6005 BAD DEBT EXPENSE
15-800-6072 CLEAN UP DAY
15-800-6115 POSTAGE
BLANK
Total

	2024	2025	2026
6,650	48,603	20,161	
17	20	10	
20	20	419	
5,960	4,850	6,862	
2,961	650	1,542	
10,603	750	835	
329,568	300,000	350,000	
575	207	675	
-	-	-	
10,000	10,000	10,000	
1,150	500	1,550	
367,504	365,600	392,054	

	2024	2025
5,201	2,658	
10	6	
20	183	
2,403	609	
353	191	
210	110	
341,621	303,216	
-	-	
(2,923)	-	
6,634	5,566	
742	2,265	
354,272	314,803	

2026 vs 2025e
658.6%
79.9%
129.1%
1026.5%
706.8%
658.9%
15.4%
0.0%
0.0%
79.7%
-31.6%
0.0%
24.5%

Special Revenue Funds

Conservation Trust Fund

The Conservation Trust Fund receives revenue from the Colorado Lottery. Conservation Trust Fund monies can be donated from one entity to another although they are restricted. Funding can be used solely for the acquisition, development, and maintenance of new conservation sites for capital improvement or maintenance specific to recreational purposes on any public site. Expenditures planned in 2025 include maintenance items like light replacement at the tennis courts.

Conservation Trust Fund

Revenue
Lottery funds
Interest Earned
Donations
Total

	2024	2025	2026
15,000	17,000	17,050	
-	50	-	
30,000	-	-	
45,000	17,050	17,050	

	2024a	2025e
13,707	17,000	
48	50	
-	183	
13,755	17,233	

2026 vs 2025e
0.3%
-100.0%
-100.0%
-1.1%

Expenses
Service Charge
Maintenance
Capital Outlay
Total

	2024	2025	2026
-	-	-	
4,000	17,050	5,000	
40,000	-	-	
44,000	17,050	5,000	

	2024a	2025e
-	17,000	
-	-	
-	-	
-	17,000	

2026 vs 2025e
-100.0%
0.0%
0.0%
-70.6%

Grants

Approximately \$60K of grant revenue is anticipated to be spent on creating systems and processes for the Town's planning department, packages for developers, and code improvements.

Grants

Revenue
Donations
Total

	2024	2025	2026
478,216	-	59,557	
478,216	-	59,557	

	2024a	2025e
28,265	12,090	
28,265	12,090	

Fund Balances

General Fund: \$2,434,590.39

Water Enterprise Fund: \$5,911,214.12

Conservation Trust Fund: \$109,906.55

Water System Development (Tap Fund): \$378,849

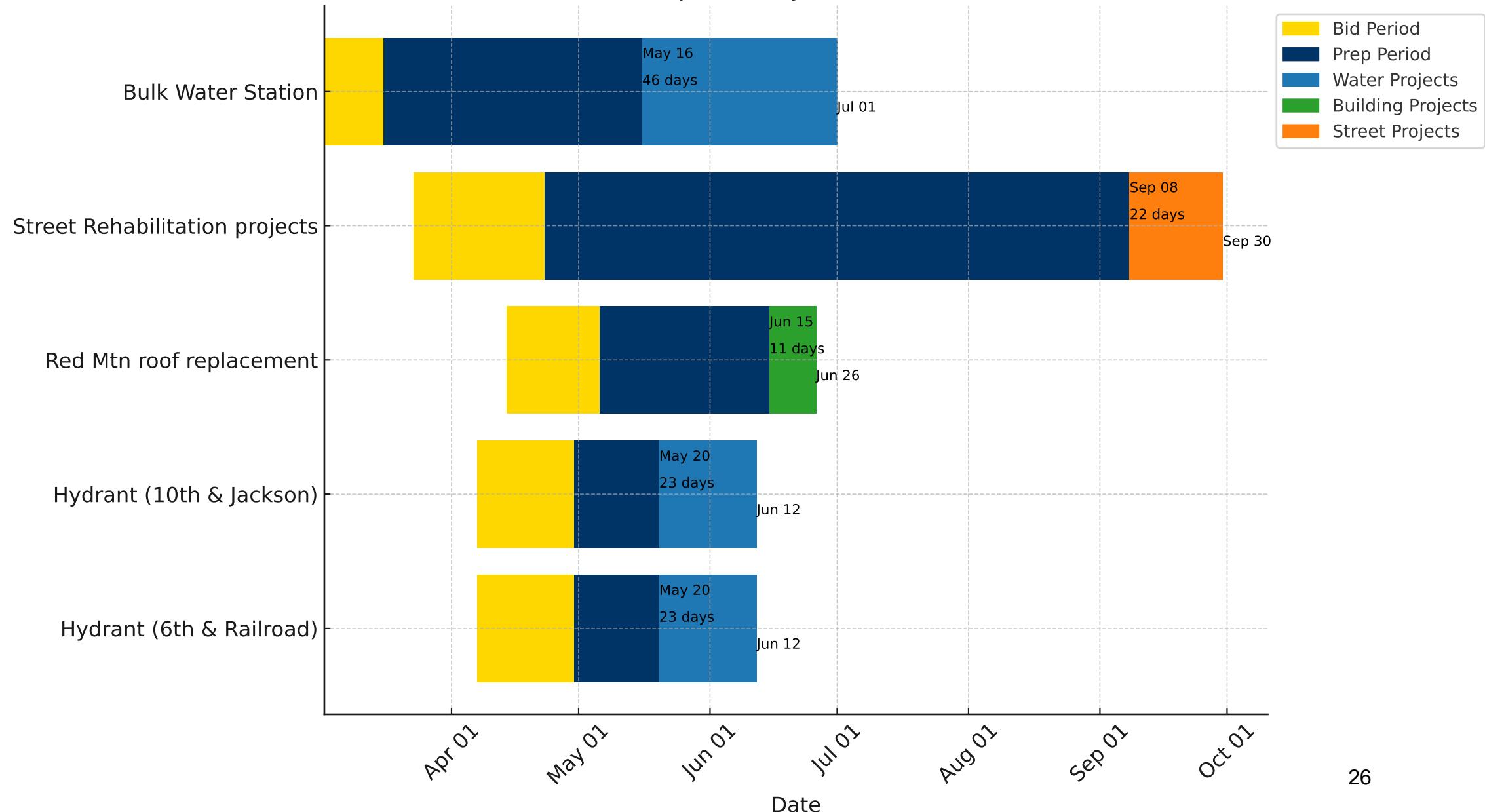
Solid Waste: -\$6.307.98

Grant: \$0

Recreation: \$23539.45

Water Acquisition: \$18,844.99

2026 Capital Projects Gantt Chart



TOWN OF KREMMLING
RESOLUTION NO. 2025-11-03

A RESOLUTION SUMMARIZING EXPENDITURES AND REVENUES FOR EACH FUND AND ADOPTING A BUDGET & CAPITAL PLAN FOR THE TOWN OF KREMMLING, COLORADO FOR THE CALENDAR YEAR BEGINNING ON THE FIRST DAY OF JANUARY 2026 AND ENDING ON THE LAST DAY OF DECEMBER 2026.

WHEREAS, the Town Manager prepared a proposed budget as required per Kremmling Municipal Code 2.08.050.C; and

WHEREAS, Town Manager MacPherson submitted the proposed budget to the Board of Trustees on September 3, 2025, October 1, 2025, and October 15, 2025, for its consideration, and;

WHEREAS, upon due and proper notice, published or posted in accordance with the law, said proposed budget was open for inspection by the public at a designated place, a public hearing was held on November 19, 2025, and interested taxpayers were given the opportunity to file or register any objections to said budget and;

WHEREAS, whatever increases may have been made in the expenditures, like increases were added to the revenues so that the budget remains in balance as required by law; and

WHEREAS, the Town of Kremmling Comprehensive Financial Management Policies requires the presentation of a Capital Plan along with Budget adoption; and

WHEREAS, the Town of Kremmling Comprehensive Financial Management Policies also requires the Board of Trustees to adopt an annual Capital Budget along with the adoption of the annual Budget.

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

Section 1. That budgeted expenditures for each fund are as follows:

General Fund	\$ 2,420,075
Water Enterprise Fund	\$ 13,184,751
Water System Development Fund (Tap Fund)	\$ 135,000
Solid Waste Enterprise Fund	\$ 392,054
Water Acquisition Fund	\$ 200
Conservation Trust Fund	\$ 17,050
Grant Fund	\$ 59,557
Total	\$ 16,208,687

Section 2. That budgeted revenues for each fund are as follows:

General Fund	
From Unappropriated Fund Revenues	\$ 2,136,152
From Property Tax	\$ 283,923
Total	\$ 2,420,075

Water Enterprise Fund	
From Unappropriated Fund Revenues	\$ 1,413,934
From Sources Other Than Property Tax	\$ 11,770,817
From Property Tax	\$ -
Total	\$ 13,184,752

Water System Development (Tap Fund)		
From Unappropriated Fund Revenues	\$	135,000
From Sources Other Than Property Tax	\$	-
From Property Tax	\$	-
Total	\$	135,000

Water Acquisition Fund		
From Unappropriated Fund Revenues	\$	-
From Sources Other Than Property Tax	\$	200
From Property Tax	\$	-
Total	\$	200

Conservation Trust Fund		
From Unappropriated Fund Revenues	\$	-
From Sources Other Than Property Tax	\$	17,050
From Property Tax	\$	-
Total	\$	17,050

Solid Waste Fund		
From Unappropriated Fund Revenues	\$	-
From Sources Other Than Property Tax	\$	392,055
From Property Tax	\$	-
Total	\$	392,055

Grant Fund		
From Unappropriated Fund Revenues	\$	-
From Sources Other Than Property Tax	\$	59,557
From Property Tax	\$	-
Total	\$	59,557

Section 3. That the budget, as submitted and herein above summarized by fund hereby, is approved and adopted as the budget of the Town of Kremmling for the year stated above.

INTRODUCED, READ, AND ADOPTED by the Board of Trustees on this 19th day of November 2025.

TOWN OF KREMMLING

Wes Howell, Mayor

ATTEST:

Teagan Serres, Town Clerk

TOWN OF KREMMLING
RESOLUTION NO. 2025-11-04

A RESOLUTION APPROPRIATING SUMS OF MONEY TO THE VARIOUS FUNDS AND SPENDING AGENCIES, IN THE AMOUNTS AND FOR THE PURPOSE AS SET FORTH BELOW, FOR THE TOWN OF KREMMLING, COLORADO FOR THE 2026 BUDGET YEAR.

WHEREAS, the Board of Trustees has adopted the annual budget in accordance with the Local Government Budget Law, on November 19, 2025, and;

WHEREAS, the Board of Trustees has made provisions therein to appropriate the revenues in an amount equal to or greater than the total proposed expenditures as set forth in said budget, and;

WHEREAS, it is not only required by law but also necessary to appropriate the revenues provided in the budget to and for the purpose described below, so as not to impair the operations of the Town.

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

Section 1. That the following sums are hereby appropriated from the revenue of each fund, to each fund, for the purposes stated:

General Fund	\$2,420,075
Water Enterprise Fund	\$13,184,752
Water Tap Fund	\$135,000
Water Acquisition Fund	\$200
Conservation Trust Fund	\$17,050
Solid Waste Enterprise Fund	\$392,055
Grant Fund	\$59,557
TOTAL FUNDS	\$16,208,688

Section 2. That this Resolution shall become effective at the beginning of the first day of January, 2026 as necessary for the immediate preservation of the public health and safety in order that the Town may have moneys available to operate in the year 2026.

INTRODUCED, READ AND ADOPTED by the Board of Trustees on this 19th day of November 2025.

TOWN OF KREMMLING

Wes Howell, Mayor

ATTEST:

Teagan Serres, Town Clerk

**TOWN OF KREMMLING
RESOLUTION NO. 2025-11-05**

A RESOLUTION LEVYING PROPERTY TAXES FOR THE YEAR 2025 TO HELP DEFRAY THE COSTS OF GOVERNMENT FOR THE TOWN OF KREMMLING, COLORADO FOR THE 2026 BUDGET YEAR.

WHEREAS, the Board of Trustees of the Town of Kremmling has adopted the annual budget in accordance with the Local Government Budget Law, and;

WHEREAS, the amount of money necessary to balance the budget for general operating purposes from the property tax is \$283,922.74; and

WHEREAS, the 2026 valuation for assessment for the Town of Kremmling, as certified by the Grand County Assessor, is \$29,415,949; and

WHEREAS, the Town of Kremmling desires to fix the mill levy pursuant to 3.04.070 of the Kremmling Municipal Code, enabling the Town to have sufficient revenues to pay the proposed expenditures for fiscal year 2026.

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

Section 1. The mill levy for general purposes shall be assessed upon each dollar of the assessed valuation of all taxable property within the corporate limits of the Town of Kremmling, shall be fixed at the rate set forth in **Exhibit A** attached hereto and incorporated herein.

Section 2. That the Town Clerk & Treasurer is hereby authorized and directed to immediately certify to the County Commissioners of Grand County, Colorado, the mill levy for the Town of Kremmling as hereinabove determined and set.

Section 3. That this Resolution shall become effective at the beginning of the first day of January 2026, as necessary for the immediate preservation of the public health and safety in order that the Town may have sufficient moneys available to operate in the year 2026.

INTRODUCED, READ AND ADOPTED by the Board of Trustees on this 19th day of November 2025.

TOWN OF KREMMLING

Wes Howell, Mayor

ATTEST:

Teagan Serres, Town Clerk

CERTIFICATION OF TAX LEVIES for NON-SCHOOL Governments**TO:** County Commissioners¹ of _____, Colorado.

On behalf of the _____,
 (taxing entity)^A
 the _____,
 (governing body)^B
 of the _____,
 (local government)^C

Hereby officially certifies the following mills
 to be levied against the taxing entity's GROSS \$
 assessed valuation of:

(GROSS^D assessed valuation, Line 2 of the Certification of Valuation Form DLG 57^E)

Note: If the assessor certified a NET assessed valuation
 (AV) different than the GROSS AV due to a Tax
 Increment Financing (TIF) Area^F the tax levies must be
 calculated using the NET AV. The taxing entity's total
 property tax revenue will be derived from the mill levy
 multiplied against the NET assessed valuation of:

(NET^G assessed valuation, Line 4 of the Certification of Valuation Form DLG 57)
**USE VALUE FROM FINAL CERTIFICATION OF VALUATION PROVIDED
 BY ASSESSOR NO LATER THAN DECEMBER 10**

Submitted: _____ for budget/fiscal year _____.
 (no later than Dec. 15) (mm/dd/yyyy) (yyyy)

PURPOSE (see end notes for definitions and examples)	LEVY²	REVENUE²
1. General Operating Expenses ^H	_____ mills	\$ _____
2. <Minus> Temporary General Property Tax Credit/ Temporary Mill Levy Rate Reduction ^I	< _____ > mills	\$ < _____ >
SUBTOTAL FOR GENERAL OPERATING:	_____ mills	\$ _____
3. General Obligation Bonds and Interest ^J	_____ mills	\$ _____
4. Contractual Obligations ^K	_____ mills	\$ _____
5. Capital Expenditures ^L	_____ mills	\$ _____
6. Refunds/Abatements ^M	_____ mills	\$ _____
7. Other ^N (specify): _____	_____ mills	\$ _____
	_____ mills	\$ _____
TOTAL: [Sum of General Operating Subtotal and Lines 3 to 7]	_____ mills	\$ _____

Contact person:
 (print) _____ Daytime phone: () _____

Signed: _____ Title: _____

Include one copy of this tax entity's completed form when filing the local government's budget by January 31st, per 29-1-113 C.R.S., with the
 Division of Local Government (DLG), Room 521, 1313 Sherman Street, Denver, CO 80203. Questions? Call DLG at (303) 864-7720.

¹ If the *taxing entity*'s boundaries include more than one county, you must certify the levies to each county. Use a separate form for each county and certify the same levies uniformly to each county per Article X, Section 3 of the Colorado Constitution.

² Levies must be rounded to three decimal places and revenue must be calculated from the total NET assessed valuation (Line 4 of Form DLG57 on the County Assessor's FINAL certification of valuation).

CERTIFICATION OF TAX LEVIES, continued

THIS SECTION APPLIES TO TITLE 32, ARTICLE 1 SPECIAL DISTRICTS THAT LEVY TAXES FOR PAYMENT OF GENERAL OBLIGATION DEBT (32-1-1603 C.R.S.). Taxing entities that are Special Districts or Subdistricts of Special Districts must certify separate mill levies and revenues to the Board of County Commissioners, one each for the funding requirements of each debt (32-1-1603, C.R.S.) Use additional pages as necessary. The Special District's or Subdistrict's total levies for general obligation bonds and total levies for contractual obligations should be recorded on Page 1, Lines 3 and 4 respectively.

CERTIFY A SEPARATE MILL LEVY FOR EACH BOND OR CONTRACT:

BONDS^J:

1. Purpose of Issue: _____
Series: _____
Date of Issue: _____
Coupon Rate: _____
Maturity Date: _____
Levy: _____
Revenue: _____

2. Purpose of Issue: _____
Series: _____
Date of Issue: _____
Coupon Rate: _____
Maturity Date: _____
Levy: _____
Revenue: _____

CONTRACTS^K:

3. Purpose of Contract: _____
Title: _____
Date: _____
Principal Amount: _____
Maturity Date: _____
Levy: _____
Revenue: _____

4. Purpose of Contract: _____
Title: _____
Date: _____
Principal Amount: _____
Maturity Date: _____
Levy: _____
Revenue: _____

Use multiple copies of this page as necessary to separately report all bond and contractual obligations per 32-1-1603, C.R.S.

Notes:

A Taxing Entity—A jurisdiction authorized by law to impose ad valorem property taxes on taxable property located within its territorial limits (please see notes B, C, and H below). For purposes of the DLG 70 only, a *taxing entity* is also a geographic area formerly located within a *taxing entity*’s boundaries for which the county assessor certifies a valuation for assessment and which is responsible for payment of its share until retirement of financial obligations incurred by the *taxing entity* when the area was part of the *taxing entity*. For example: an area of excluded property formerly within a special district with outstanding general obligation debt at the time of the exclusion or the area located within the former boundaries of a dissolved district whose outstanding general obligation debt service is administered by another local government^C.

B Governing Body—The board of county commissioners, the city council, the board of trustees, the board of directors, or the board of any other entity that is responsible for the certification of the *taxing entity*’s mill levy. For example: the board of county commissioners is the governing board ex officio of a county public improvement district (PID); the board of a water and sanitation district constitutes ex officio the board of directors of the water subdistrict.

C Local Government - For purposes of this line on Page 1 of the DLG 70, the *local government* is the political subdivision under whose authority and within whose boundaries the *taxing entity* was created. The *local government* is authorized to levy property taxes on behalf of the *taxing entity*. For example, for the purposes of this form:

1. a municipality is both the *local government* and the *taxing entity* when levying its own levy for its entire jurisdiction;
2. a city is the *local government* when levying a tax on behalf of a business improvement district (BID) *taxing entity* which it created and whose city council is the BID board;
3. a fire district is the *local government* if it created a subdistrict, the *taxing entity*, on whose behalf the fire district levies property taxes.
4. a town is the *local government* when it provides the service for a dissolved water district and the town board serves as the board of a dissolved water district, the *taxing entity*, for the purpose of certifying a levy for the annual debt service on outstanding obligations.

D GROSS Assessed Value - There will be a difference between gross assessed valuation and net assessed valuation reported by the county assessor only if there is a “tax increment financing” entity (see below), such as a downtown development authority or an urban renewal authority, within the boundaries of the *taxing entity*. The board of county commissioners certifies each *taxing entity*’s total mills upon the *taxing entity*’s *Gross Assessed Value* found on Line 2 of Form DLG 57.

E Certification of Valuation by County Assessor, Form DLG 57 - The county assessor(s) uses this form (or one similar) to provide valuation for assessment information to a *taxing entity*. The county assessor must provide this certification no later than August 25th each year and may amend it, one time, prior to December 10th. Each entity must use the **FINAL** valuation provided by assessor when certifying a tax levy.

F TIF Area—A downtown development authority (DDA) or urban renewal authority (URA), may form plan areas that use “tax increment financing” to derive revenue from increases in assessed valuation (gross minus net, Form DLG 57 Line 3) attributed to the activities/improvements within the plan area. The DDA or URA receives the differential revenue of each overlapping *taxing entity*’s mill levy applied against the *taxing entity*’s gross assessed value after subtracting the *taxing entity*’s revenues derived from its mill levy applied against the net assessed value.

G NET Assessed Value—The total taxable assessed valuation from which the *taxing entity* will derive revenues for its uses. It is found on Line 4 of Form DLG 57. **Please Note:** A downtown development authority (DDA) may be both a *taxing entity* and have also created its own *TIF area* and/or have a URA *TIF Area* within the DDA’s boundaries. As a result DDAs may both receive operating revenue from their levy applied to their certified *NET assessed value* and also receive TIF revenue generated by any *tax entity* levies overlapping the DDA’s *TIF Area*, including the DDA’s own operating levy.

^H **General Operating Expenses (DLG 70 Page 1 Line 1)**—The levy and accompanying revenue reported on Line 1 is for general operations and includes, in aggregate, all levies for and revenues raised by a *taxing entity* for purposes not lawfully exempted and detailed in Lines 3 through 7 on Page 1 of the DLG 70. For example: a fire pension levy is included in general operating expenses, unless the pension is voter-approved, if voter-approved, use Line 7 (Other).

^I **Temporary Tax Credit for Operations (DLG 70 Page 1 Line 2)**—The Temporary General Property Tax Credit/ Temporary Mill Levy Rate Reduction of 39-1-111.5, C.R.S. may be applied to the *taxing entity*'s levy for general operations to effect refunds. Temporary Tax Credits (TTCs) are not applicable to other types of levies (non-general operations) certified on this form because these levies are adjusted from year to year as specified by the provisions of any contract or schedule of payments established for the payment of any obligation incurred by the *taxing entity* per 29-1-301(1.7), C.R.S., or they are certified as authorized at election per 29-1-302(2)(b), C.R.S.

^J **General Obligation Bonds and Interest (DLG 70 Page 1 Line 3)**—Enter on this line the total levy required to pay the annual debt service of all general obligation bonds. Per 29-1-301(1.7) C.R.S., the amount of revenue levied for this purpose cannot be greater than the amount of revenue required for such purpose as specified by the provisions of any contract or schedule of payments. Title 32, Article 1 Special districts and subdistricts must complete Page 2 of the DLG 70.

^K **Contractual Obligation (DLG 70 Page 1 Line 4)**—If repayment of a contractual obligation with property tax has been approved at election and it is not a general obligation bond (shown on Line 3), the mill levy is entered on this line. Per 29-1-301(1.7) C.R.S., the amount of revenue levied for this purpose cannot be greater than the amount of revenue required for such purpose as specified by the provisions of any contract or schedule of payments.

^L **Capital Expenditures (DLG 70 Page 1 Line 5)**—These revenues are not subject to the statutory property tax revenue limit if they are approved by counties and municipalities through public hearings pursuant to 29-1-301(1.2) C.R.S. and for special districts through approval from the Division of Local Government pursuant to 29-1-302(1.5) C.R.S. or for any *taxing entity* if approved at election. Only levies approved by these methods should be entered on Line 5.

^M **Refunds/Abatements (DLG 70 Page 1 Line 6)**—The county assessor reports on the *Certification of Valuation* (DLG 57 Line 11) the amount of revenue from property tax that the local government did not receive in the prior year because taxpayers were given refunds for taxes they had paid or they were given abatements for taxes originally charged to them due to errors made in their property valuation. The local government was due the tax revenue and would have collected it through an adjusted mill levy if the valuation errors had not occurred. Since the government was due the revenue, it may levy, in the subsequent year, a mill to collect the refund/abatement revenue. An abatement/refund mill levy may generate revenues up to, but not exceeding, the refund/abatement amount from Form DLG 57 Line 11.

1. Please Note: Pursuant to Article X, Section 3 of the Colorado Constitution, if the *taxing entity* is in more than one county, as with all levies, the abatement levy must be uniform throughout the entity's boundaries and certified the same to each county. To calculate the abatement/refund levy for a *taxing entity* that is located in more than one county, first total the abatement/refund amounts reported by each county assessor, then divide by the *taxing entity*'s total net assessed value, then multiply by 1,000 and round down to the nearest three decimals to prevent levying for more revenue than was abated/refunded. This results in an abatement/refund mill levy that will be uniformly certified to all of the counties in which the *taxing entity* is located even though the abatement/refund did not occur in all the counties.

^N **Other (DLG 70 Page 1 Line 7)**—Report other levies and revenue not subject to 29-1-301 C.R.S. that were not reported above. For example: a levy for the purposes of television relay or translator facilities as specified in sections 29-7-101, 29-7-102, and 29-7-105 and 32-1-1005 (1) (a), C.R.S.; a voter-approved fire pension levy; a levy for special purposes such as developmental disabilities, open space, etc.

CERTIFICATION OF VALUATION BY
Grand County COUNTY ASSESSOR

NAME OF TAX ENTITY: KREMMLING, TOWN OF

USE FOR STATUTORY PROPERTY TAX REVENUE LIMIT CALCULATION ("5.5%" LIMIT) ONLY

IN ACCORDANCE WITH 39-5-121(2)(a) and 39-5-128(1), C.R.S., AND NO LATER THAN AUGUST 25, THE ASSESSOR CERTIFIES THE TOTAL VALUATION FOR ASSESSMENT FOR THE TAXABLE YEAR 2025:

1. PREVIOUS YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	1. \$ <u>26,378,240</u>
2. CURRENT YEAR'S GROSS TOTAL TAXABLE ASSESSED VALUATION: ‡	2. \$ <u>29,415,949</u>
3. LESS TOTAL TIF AREA INCREMENTS, IF ANY:	3. \$ <u>0</u>
4. CURRENT YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	4. \$ <u>29,415,949</u>
5. NEW CONSTRUCTION: *	5. \$ <u>329,730</u>
6. INCREASED PRODUCTION OF PRODUCING MINE: ≈	6. \$ <u>0</u>
7. ANNEXATIONS/INCLUSIONS:	7. \$ <u>0</u>
8. PREVIOUSLY EXEMPT FEDERAL PROPERTY: ≈	8. \$ <u>0</u>
9. NEW PRIMARY OIL OR GAS PRODUCTION FROM ANY PRODUCING OIL AND GAS LEASEHOLD OR LAND (29-1-301(1)(b), C.R.S.): Φ	9. \$ <u>0</u>
10. TAXES RECEIVED LAST YEAR ON OMITTED PROPERTY AS OF AUG. 1 (29-1-301(1)(a), C.R.S.). Includes all revenue collected on valuation not previously certified:	10. \$ <u>0.00</u>
11. TAXES ABATED AND REFUNDED AS OF AUG. 1 (29-1-301(1)(a), C.R.S.) and (39-10-114(1)(a)(I)(B), C.R.S.):	11. \$ <u>2,740.99</u>

‡ This value reflects personal property exemptions IF enacted by the jurisdiction as authorized by Art. X, Sec. 20(8)(b), Colo. Constitution

* New Construction is defined as: Taxable real property structures and the personal property connected with the structure.

≈ Jurisdiction must submit to the Division of Local Government respective Certifications of Impact in order for the values to be treated as growth in the limit calculation; use Forms DLG 52 & 52A.

Φ Jurisdiction must apply to the Division of Local Government before the value can be treated as growth in the limit calculation; use Form DLG 52B.

USE FOR TABOR "LOCAL GROWTH" CALCULATION ONLY

IN ACCORDANCE WITH ART.X, SEC.20, COLO. CONSTUTION AND 39-5-121(2)(b), C.R.S., THE Grand County ASSESSOR CERTIFIES THE TOTAL ACTUAL VALUATION FOR THE TAXABLE YEAR 2025:

1. CURRENT YEAR'S TOTAL ACTUAL VALUE OF ALL REAL PROPERTY: ¶	1. \$ <u>279,740,500</u>
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ADDITIONS TO TAXABLE REAL PROPERTY

2. CONSTRUCTION OF TAXABLE REAL PROPERTY IMPROVEMENTS: *	2. \$ <u>2,899,430</u>
3. ANNEXATIONS/INCLUSIONS:	3. \$ <u>0</u>
4. INCREASED MINING PRODUCTION: §	4. \$ <u>0</u>
5. PREVIOUSLY EXEMPT PROPERTY:	5. \$ <u>43,900</u>
6. OIL OR GAS PRODUCTION FROM A NEW WELL:	6. \$ <u>0</u>
7. TAXABLE REAL PROPERTY OMITTED FROM THE PREVIOUS YEAR'S TAX WARRANT: (If land and/or a structure is picked up as omitted property for multiple years, only the most current year's actual value can be reported as omitted property.):	7. \$ <u>0</u>

DELETIONS FROM TAXABLE REAL PROPERTY

8. DESTRUCTION OF TAXABLE REAL PROPERTY IMPROVEMENTS:	8. \$ <u>0</u>
9. DISCONNECTIONS/EXCLUSIONS:	9. \$ <u>0</u>
10. PREVIOUSLY TAXABLE PROPERTY:	10. \$ <u>0</u>

¶ This includes the actual value of all taxable real property plus the actual value of religious, private school, and charitable real property.

* Construction is defined as newly constructed taxable real property structures.

§ Includes production from new mines and increases in production of existing producing mines.

IN ACCORDANCE WITH 39-5-128(1), C.R.S., AND NO LATER THAN AUGUST 25, THE ASSESSOR CERTIFIES TO SCHOOL DISTRICTS:

TOTAL ACTUAL VALUE OF ALL TAXABLE PROPERTY \$ 282,384,770

IN ACCORDANCE WITH 39-5-128(1.5), C.R.S., THE ASSESSOR PROVIDES:

HB21-1312 ASSESSED VALUE OF EXEMPT BUSINESS PERSONAL PROPERTY (ESTIMATED): ** \$ 85,515

** The tax revenue lost due to this exempted value will be reimbursed to the tax entity by the County Treasurer in accordance with 39-3-119.5(3), C.R.S.

NOTE: ALL LEVIES MUST BE CERTIFIED to the COUNTY COMMISSIONERS NO LATER THAN DECEMBER 15.

USE FOR STATUTORY PROPERTY TAX LIMIT CALCULATION (“5.25%” LIMIT) 29-1-1703, C.R.S.

IN ACCORDANCE WITH §§ 39-5-121(2)(a) and 39-5-128(1), C.R.S., AND NO LATER THAN AUGUST 25, THE ASSESSOR CERTIFIES THE TOTAL VALUATION FOR ASSESSMENT FOR THE TAXABLE YEAR 2025:

1. CURRENT YEAR’S GROSS TOTAL TAXABLE ASSESSED VALUATION:	1. <u>\$29,415,949</u>
2. LESS TOTAL TIF AREA INCREMENTS, IF ANY:	2. <u>\$0</u>
3. CURRENT YEAR’S NET TOTAL TAXABLE ASSESSED VALUATION:	3. <u>\$29,415,949</u>
4. NEW CONSTRUCTION:	4. <u>\$329,730</u>
5. ANNEXATIONS/INCLUSIONS:	5. <u>\$0</u>
6. PREVIOUSLY EXEMPT PROPERTY:	6. <u>\$2,740</u>
7. TAXES RECEIVED LAST YEAR ON OMITTED PROPERTY AS OF AUG. 1 (29-1-301(1)(a), C.R.S.). Includes all revenue collected on valuation not previously certified:	7. <u>\$\$0.00</u>
8. INCREASED VALUTION FOR ASSESSMENT ATTRIBUTABLE TO A CHANGE IN LAW FOR A PROPERTY TAX CLASSIFICATION:	8. <u>\$0</u>
9. TAXES ABATED AND REFUNDED AS OF AUG. 1 (29-1-301(1)(a), C.R.S.) and (39-10-114(1)(a)(I)(B), C.R.S.):	9. <u>\$\$2,740.99</u>
10. TOTAL PRODUCING MINES, OR PRIMARY OIL OR GAS PRODUCTION:	10. <u>\$0</u>
11. REVENUE INCREASE FROM EXPIRED TIF:	11. <u>\$0</u>

Notes:

The property tax limit will apply to all property taxing entities with the exception of school districts, city and county, city, or town that has adopted a home rule charter (29-1-306(1)(b), C.R.S.). The revenue limit applies to any property taxing entities that have authority to exceed current 5.5% and the TABOR limit.

The Division of Local Government (“the Division”) has developed technical assistance resources to assist taxing entities with the calculation of the property tax limit available online here (<https://dlg.colorado.gov/budget-information-and-resources>). Please understand that the Division has no statutory or administrative role in calculating or enforcing the property tax limit, and each taxing entity’s revenue limits and voter approval history may be unique. The technical assistance resources provided by the Division with regard to the property tax limit are not definitive and not legal advice. Taxing entities may choose to calculate the property tax limit with a methodology that is different from the methodology presented in the Division’s technical assistance resources. The Division always recommends that taxing entities consult with an attorney in order to understand and apply the various statutory and constitutional revenue limits that may apply to that taxing entity.

TOWN OF KREMMLING
RESOLUTION NO. 2025-11-06

A RESOLUTION APPROVING THE SALARIES, WAGES, AND ORGANIZATION CHART FOR POSITIONS OF THE TOWN OF KREMMLING FOR 2026.

WHEREAS, the Town of Kremmling periodically reviews the compensation and benefits paid to regular employees of the Town to determine the appropriate compensation for those positions going forward; and

WHEREAS, the Board of Trustees of the Town of Kremmling budgeted and appropriated funds to pay for anticipated wages for the fiscal year 2026; and

WHEREAS, having duly considered the resources available to the Town, the classification and wage modifications are intended to address the needs of the Town to maintain a quality work force while simultaneously maintaining prudent fiscal policy; and

WHEREAS, the Board desires to adopt the 2026 salaries, wages, and organization chart to reflect the current job duties and wage ranges.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Town of Kremmling, Colorado, that the following sums shall be appropriated for salaries and wages, excluding benefits, overtime pay, holiday pay, and weekend call duty for eligible employees for the following employees for the following positions for FY 2026.

Position	Salary/Hourly Wage
Town Manager	\$122,362 - \$143,119
Town Clerk & Treasurer	\$60,416 - \$74,293
Finance Officer	\$26.77 - \$30.59 hr
Utility Billing Clerk	\$21.42 - \$26.77 hr
Planner	\$30.90 - \$46.35 hr
Public Works Director	\$81,325 - \$115,000
Public Works Superintendent	\$31.32 - 37.76 hr
Public Works Technician II	\$24.64 - \$28.95 hr
Public Works Technician I	\$23.57 - \$26.22 hr
Public Works Seasonal (2 Winter & 3 Summer)	\$15.44 - \$30.00 hr
Parks & Recreation Coordinator	\$23.18 - \$30.90 hr
Parks & Recreation Assistant	\$15.00 - \$19.28 hr
Chief of Police	\$91,052 - \$130,000
Patrol Officer(s) (3)	\$31.24 - \$45.00 hr
Police Technician	\$23.57 - \$31.00 hr
Town Attorney	\$225 hr
Municipal Judge	\$700 per month
Cleaning	\$15.44 - \$17.48 hr

INTRODUCED, READ, PASSED, AND ADOPTED, THIS 19TH DAY OF NOVEMBER, 2025.

TOWN OF KREMMLING

Wes Howell, Mayor

ATTEST:

Teagan Serres, Town Clerk



Town of Kremmling 2026 Organization Chart

