



## Notice of Kremmling Board of Trustees Regular Meeting

Kremmling Area Chamber of Commerce, 203 Park Ave, Kremmling, CO 80459  
Wednesday, February 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**

**Mayoral Announcements, Appointments, & Proclamations**

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

**Consent Agenda**

- Expenditures Dated February 6, 2025 - February 19, 2025
- Recording of Proceedings from February 5, 2025 Special Meeting

**Staff Reports**

- Public Works & Town Engineer
- Kremmling Police Department
- Town Clerk & Treasurer

**New Business**

1. **Discussion & Action Item.** Resolution No. 2025-02-06 A Resolution Adopting an Amended Organization Chart for 2025.
2. **Discussion & Action Item.** Resolution No. 2025-02-07 A Resolution of the Board of Trustees for the Town of Kremmling, Colorado, Supporting the Grant Application from the Edward Byrne Memorial Justice Assistance Grant Program (JAG) for the Purchase of New Tasers.
3. **Discussion & Action Item.** Resolution No. 2025-02-08 A Resolution Approving a Commercial Amendment to Kremmling Airport Hangar Ground Lease for OKC Investments LLC.
4. **Discussion & Action Item.** Letter to Senators Respectfully Requesting to Amend Senate Bill 25-001.

**Board of Trustees Reports & Future Agenda Items for Consideration**

**Adjourn**

**Future Meetings:**

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

## 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
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**General****00-100-3555**

1302 KREMMLING SANITATION DIST	01312025	SEWER TAP FEES REIMBURSE	01/31/2025	48,992.50	.00
Total 00-100-3555:				48,992.50	.00
Total :				48,992.50	.00

**Administrative****00-125-5550**

1076 CASELLE INC	138675	CONTRACT SUPPORT AND MAI	02/01/2025	1,000.00	.00
1689 EXECUTECH	DEN-204344	ON SITE SUPPORT & MAINT- FE	02/01/2025	783.34	.00
1689 EXECUTECH	DEN-207276	CYBER PROTECT CLOUD	01/31/2025	41.33	.00
1689 EXECUTECH	EXEC-182533	CYBER PROTECT CLOUD	10/31/2024	38.87	.00
1640 XPRESS BILL PAY	INV-XPR02086	BILL PAY TRANS & SUPP MAINT	01/31/2025	92.58	.00
Total 00-125-5550:				1,956.12	.00

**00-125-6030**

1357 MOUNTAIN PARKS ELECTRIC	01/20/2025	CONVENIENCE FEE	01/20/2025	2.00	.00
Total 00-125-6030:				2.00	.00

**00-125-6200**

1417 QUILL LLC	42684931	2 PRONG REPORT COVERS	02/03/2025	10.89	.00
1417 QUILL LLC	42697390	HOLE PUNCH STICKERS & HAN	02/03/2025	22.48	.00
Total 00-125-6200:				33.37	.00

**00-125-6300**

1357 MOUNTAIN PARKS ELECTRIC	01/20/2025	208 EAGLE AVE STORE	01/20/2025	47.80	.00
1357 MOUNTAIN PARKS ELECTRIC	01/20/2025	208 EAGLE AVE	01/20/2025	47.56	.00
Total 00-125-6300:				95.36	.00

**00-125-6310**

1357 MOUNTAIN PARKS ELECTRIC	01/20/2025	OLD FIRE HALL	01/20/2025	155.04	.00
Total 00-125-6310:				155.04	.00
Total Administrative:				2,241.89	.00

**Planning & Zoning****00-130-5550**

1679 COMMUNITY PLANNING STRAT	2025-0027	416 3RD ST DEVELOPER FEES	02/05/2025	2,385.50	.00
1679 COMMUNITY PLANNING STRAT	2025-0027	ON-CALL SERVICES	02/05/2025	2,903.45	.00
Total 00-130-5550:				5,288.95	.00

**00-130-5585**

1679 COMMUNITY PLANNING STRAT	2025-0027	ESTATES AT THE BLUFF DEVEL	02/05/2025	71.00	.00
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Feb 18, 2025 06:19PM

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
1357	MOUNTAIN PARKS ELECTRIC	01/20/2025	203 PARK AVE	01/20/2025	165.94	.00		
1357	MOUNTAIN PARKS ELECTRIC	01/20/2025	303 S 8TH ST	01/20/2025	84.17	.00		
1357	MOUNTAIN PARKS ELECTRIC	01/20/2025	GRAND AVE & 5TH ST	01/20/2025	69.09	.00		
1357	MOUNTAIN PARKS ELECTRIC	01/20/2025	DOC CERIANI PARK	01/20/2025	34.24	.00		
Total 00-158-6300:					765.63	.00		
Total Parks:					765.63	.00		
<b>Airport</b>								
<b>00-160-6300</b>								
1357	MOUNTAIN PARKS ELECTRIC	01/20/2025	450 AIRPORT RD	01/20/2025	206.88	.00		
Total 00-160-6300:					206.88	.00		
<b>00-160-6310</b>								
1583	MCELROY FIELD HANGAR ELE	FEB 11 2025	ELECTRIC EXPENSE FOR KRE	02/11/2025	473.33	.00		
Total 00-160-6310:					473.33	.00		
Total Airport:					680.21	.00		
Total General:					76,671.42	15,009.41		
<b>Water</b>								
<b>Water Admin</b>								
<b>02-625-5550</b>								
1029	APPLEGATE GROUP INC.	54784	RE-USE WATER RIGHTS	02/10/2025	498.75	.00		
1689	EXECUTECH	DEN-204344	ON SITE SUPPORT & MAINT- FE	02/01/2025	783.33	.00		
1689	EXECUTECH	DEN-207276	CYBER PROTECT CLOUD	01/31/2025	41.33	.00		
1689	EXECUTECH	EXEC-182533	CYBER PROTECT CLOUD	10/31/2024	38.88	.00		
Total 02-625-5550:					1,362.29	.00		
Total Water Admin:					1,362.29	.00		
<b>Water Plant</b>								
<b>02-630-5550</b>								
1505	TIMBER LINE ELECTRIC & CON	22495	SCADA RENEWAL	02/11/2025	1,839.00	.00		
Total 02-630-5550:					1,839.00	.00		
<b>02-630-6300</b>								
1357	MOUNTAIN PARKS ELECTRIC	01/20/2025	WATER FILTRA PLANT	01/20/2025	3,041.42	.00		
Total 02-630-6300:					3,041.42	.00		
<b>02-630-6410</b>								
1159	PVS DX, INC	DE73000009-2	CHLORINE 150 CYL	01/31/2025	100.00	.00		
Total 02-630-6410:					100.00	.00		
Total Water Plant:					4,980.42	.00		
<b>Water Distribution</b>								
<b>02-640-6300</b>								
1357	MOUNTAIN PARKS ELECTRIC	01/20/2025	WATER TANK	01/20/2025	35.92	.00		

## Water Supply

02-660-6300

1357 MOUNTAIN PARKS ELECTRIC	01/20/2025	WATER PUMP STATION #2	01/20/2025	390.16	.00
Total 02-660-6300:				390.16	.00
Total Water Supply:				390.16	.00
Total Water:				6,768.79	.00

## Grant

**16-460-5200**

1679 COMMUNITY PLANNING STRAT	2025-0028	COMMUNITY READINESS ASSE	02/05/2025	1,071.50	.00
Total 16-460-5200:				1,071.50	.00
Total :				1,071.50	.00
Total Grant:				1,071.50	.00
Grand Totals:				84,511.71	15,009.41

Dated: \_\_\_\_\_

Mayor: \_\_\_\_\_

City Council: \_\_\_\_\_

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City Recorder: \_\_\_\_\_

### Report Criteria:

Invoices with totals above \$0.00 included.  
Paid and unpaid invoices included.

## RECORD OF PROCEEDINGS

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### TOWN OF KREMMLING SPECIAL TOWN BOARD MEETING February 5, 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: Jim Miller, Dave Sammons, Wes Howell, Erik Woog, Leo Pesch, and Brady Mathis. Brad Perry was absent. Staff present: Town Clerk & Treasurer Teagan Serres, Public Works Director Dillon Willson, and Chief of Police Jesse Lisenby.

#### **Conflicts of Interest:**

None.

#### **Agenda Items:**

##### **1. Discussion & Action Item. Expenditures Dated January 9, 2025 - February 5, 2025.**

The Board of Trustees had no questions or concerns regarding the Expenditures.

TRUSTEE WOOG MOTION TO APPROVE the Expenditures dated January 9, 2025 - February 5, 2025. MAYOR PRO TEM SAMMONS SECONDS. Voice vote taken: 5 "aye" votes, 0 "nay" votes. MOTION PASSED.

##### **2. Discussion & Action Item. Recordings of Proceedings from January 8, 2025 Special Meeting.**

The Board of Trustees did not have any questions or concerns regarding the Recordings of Proceedings for the January 8, 2025, Special Meeting.

MAYOR PRO TEM SAMMONS MOTION TO APPROVE the Recordings of Proceedings from January 8, 2025. TRUSTEE MILLER SECONDS. Voice vote taken: 5 "aye" votes, 0 "nay" votes. MOTION PASSED.

##### **3. Discussion & Action Item. Recordings of Proceedings from January 15, 2025 Regular Meeting.**

The Board of Trustees did not have any questions or concerns regarding the Recordings of Proceedings for the January 15, 2025, Regular Meeting.

TRUSTEE WOOG MOTION TO APPROVE the Recordings of Proceedings from January 15, 2025. TRUSTEE PESCH SECONDS. Mayor Pro Tem Sammons and Trustee Mathis abstained from voting due to being absent from the meeting. Voice vote taken: 3 "aye" votes, 0 "nay" votes. MOTION PASSED.

##### **4. Discussion & Action Item. Resolution No. 2025-02-01 A Resolution Accepting a Proposal and Awarding a Contract to Vector Disease Control International, LLC for a 2025 Aerial and Truck-Mounted Adulticide Application Mosquito Mitigation Contract.**

##### **5. Discussion & Action Item. Resolution No. 2025-02-02 A Resolution Accepting a Proposal and Awarding a Contract to Achlys, LLC for a 2025 Ground Control and Larvicide Mosquito Mitigation Contract.**

Ms. Serres presented Resolution No. 2025-02-01 and Resolution No. 2025-02-02 together, as both are related to mosquito mitigation. She explained that over the past few years, the Town has adjusted its mosquito control contracts. The operations for 2025 will be based on those from 2024, with aerial and truck-mounted spraying conducted by Vector Disease Control, and ground larvicide applied by Achlys. The adopted 2025 budget allows for three aerial sprayings, two truck-mounted foggings, and weekly applications of ground larvicide. The Board of Trustees had no questions or concerns regarding the resolutions or the budget for mosquito mitigation.

TRUSTEE WOOG MOTION TO APPROVE Resolution No. 2025-02-01 as presented. TRUSTEE MATHIS SECONDS. Voice vote taken; 5 "aye" votes, 0 "nay" votes. MOTION PASSED.

TRUSTEE WOOG MOTION TO APPROVE Resolution No. 2025-02-02 as presented. MAYOR PRO TEM SAMMONS SECONDS. Voice vote taken; 5 “aye” votes, 0 “nay” votes. MOTION PASSED.

**6. Discussion & Action Item. Resolution No. 2025-02-03 A Resolution Approving an Independent Contractor Agreement by and between the Town of Kremmling and Executech.**

Ms. Serres presented Resolution No. 2025-02-03, explaining that Executech has been providing IT services to the Town since September 2022. She highlighted that Executech has proposed an updated contract for these services. The Board of Trustees had no questions or concerns regarding the resolution or the proposed contract.

TRUSTEE MILLER MOTION TO APPROVE Resolution No. 2025-02-03 as presented. MAYOR PRO TEM SAMMONS SECONDS. Voice vote taken; 5 “aye” votes, 0 “nay” votes. MOTION PASSED.

**7. Discussion & Action Item. Resolution No. 2025-02-04 A Resolution Approving a Commercial Amendment to Kremmling Airport Hangar Ground Lease for Hangar 1 LLC.**

**8. Discussion & Action Item. Resolution No. 2025-02-05 A Resolution Approving a Commercial Amendment to Kremmling Airport Hangar Ground Lease for Grand River Aviation.**

Ms. Serres presented Resolution Nos. 2025-02-04 and 2025-02-05, both related to amendments to hangar leases for commercial purposes. She explained that two hangar lessees had requested modifications to their leases to allow for short-term rentals to other aircraft owners, which would help them better utilize their spaces. The leases are valid for only one year, and they will also require approval from the Grand County Board of Commissioners. Ms. Serres noted that the additional commercial amendment fee would be paid to the County, not the Town. The Board of Trustees had no further questions or concerns regarding the resolutions or the hangar lease amendments.

TRUSTEE WOOG MOTION TO APPROVE Resolution No. 2025-02-04 and Resolution No. 2025-02-05 as presented. TRUSTEE PESCH SECONDS. Voice vote taken; 5 “aye” votes, 0 “nay” votes. MOTION PASSED.

**9. Discussion & Action Item. Ordinance No. 722 An Ordinance Approving the Salaries and Wages for Employees and Positions of the Town of Kremmling for 2025.**

Ms. Serres presented Ordinance No. 722, explaining that the Town of Kremmling's Board of Trustees adopted Ordinance No. 709 on July 19, 2023, which included several building codes. In 2022, Colorado's House Bill 22-1362 mandated that municipalities adopt minimum building energy codes when updating existing codes. Any municipality updating a building code between July 1, 2023, and June 30, 2026, must adopt the 2021 International Energy Conservation Code (IECC) and related codes. The recent alignment with Grand County's building codes has triggered this requirement. The Town Attorney prepared the ordinance to repeal the updated codes to delay the need for adopting stricter energy codes.

Mayor Howell reported that the adoption of the updated building codes was prompted by a request from the Kremmling Fire Protection District to enforce the 2015 International Fire Code (IFC). He asked the Board of Trustees to consider allowing the Fire Protection District to enforce any International Fire Code they deem appropriate and to include this provision in the Intergovernmental Agreement (IGA) that is currently being drafted and approved by both entities. The Board of Trustees discussed and deliberated that, if the Town Attorney agrees with and approves the Town Board's direction, the allowance for the Fire Protection District to enforce any IFC they see fit should be added to the IGA.

TRUSTEE WOOG MOTION TO APPROVE Ordinance No. 722 as presented. MAYOR PRO TEM SAMMONS SECONDS. Roll Call vote taken; Jim Miller “aye”, Dave Sammons “aye”, Erik Woog “aye”, Leo Pesch “aye”, and Brady Mathis “aye”. Brad Perry was absent. 5 “aye” votes, 0 “nay” votes. MOTION PASSED

**10. Discussion, Direction, or Action Item. Organization Chart and Treasurer/Finance Director Job Duties.**

Ms. Serres explained that the Board previously expressed concerns about the adopted organization chart and the Mayor and Trustees' statutory responsibilities regarding appointed employees. The Board of Trustees reviewed the existing organization chart and discussed the addition of two color-coded lines to represent direct reporting relationships and the human resources directory for better clarity of the organizational structure.

The Mayor and Trustees also discussed the job responsibilities of the Treasurer/Finance Director, considering the option to separate the Treasurer's duties from those of the Town Clerk, which was intended to be a temporary arrangement.

The Mayor and Board of Trustees directed the Town Clerk to prepare an updated organization chart that includes additional lines to clarify direct reporting and the human resources directory. They also decided to propose splitting the Town Clerk and Treasurer roles into two separate positions for consideration at the Regular Meeting on February 19, 2025.

**11. Discussion, Direction, or Action Item. 2025 Fourth of July Fireworks Show.**

Mayor Howell asked the Board of Trustees if they would like to make any changes to the 2025 Fourth of July Fireworks Show or proceed with the same plan as 2024. The Trustees discussed and deliberated that they would like to proceed with the Fourth of July fireworks show with the same plan from 2024 and no changes to the budget.

**12. Discussion & Action Item. Schedule Special Meeting.**

Mayor Howell reported that a Trustee has informed him they will be absent from the Regular meeting on February 19, 2025, where the first review of Town Manager applicants is scheduled. The Mayor expressed his desire for all Trustees to be present for this important review and requested the Board to schedule a special meeting specifically for an executive session to discuss the Town Manager resumes and applicants. After reviewing their calendars, the Mayor and Trustees scheduled the special meeting for February 17, 2025, at 6:00 PM, to be held at 203 Park Avenue.

**Adjournment:**

MAYOR PRO TEM SAMMONS MOTION TO ADJOURN. Voice vote taken; 5 "aye" votes, 0 "nay" votes. MEETING ADJOURNED at 6:49 PM.

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Teagan Serres, Town Clerk

Wes Howell, Mayor

# February 2025 - Public Works Staff Report

## Parks & Recreation

- The youth basketball season is in full swing. Kremmling has hosted one tournament and has one more left to host in 2025.
- Registration is currently open for the youth volleyball program, which starts in 3 weeks.
- Recreation staff is looking to help facilitate a new Hoop Vision basketball satellite camp in June. This would be at no additional cost to the Town.

## Streets and Roads

- A contracting firm working with Bustang is conducting a feasibility study of adding a shelter to their stop in Kremmling. Their current pickup location is just north of the Maverick.

## Water

- Water production for the month of January was 8.09 MGD.
- Due to the below-zero temperatures, staff has responded to 16 frozen or broken water service lines. The new  $\frac{3}{4}$  meters actually hold up to the cold better than staff initially anticipated.
- CDPHE's new PFAS sampling requirements are being implemented by staff currently. Over the next two years, the Town will require four samples per year. As a result of our staff's efforts to get ahead of these sampling requirements, we qualify for free testing.



# Town of Kremmling

## Police Department Staff Report

February 2025

### Department

- Calls for service have reduced slightly over the previous months.

### Personnel

- Staffing for the PD is showing to be stabilized with the addition of the third police officer. The 24-hour shift schedule model at this staffing level appears to be an effective way to efficiently and economically provide policing services for the town.
- Officer McGovern scheduled his POST certification exams for February 19, 2025.
- HVE enforcement activity has increased and is expected to continue through June, when the next grant cycle will begin.
- Chief Lisenby is planning on being out of the office and out of the area from Feb 26 until March 9. He will be available by phone and is planning on attending the March 5 Board of Trustees Work Session remotely, if needed.

### Code Enforcement

- Abatement at 300 Range Ave was completed to resolve a large quantity of personal belongings and junk left in the town right of way. Public Works assisted with this work by providing a roll-off dumpster, equipment, and manpower.
- Enforcement of unlawfully parked vehicles in the Winter Season Park Restriction area was conducted after recent snow events.

### Projects

- Chief Lisenby has been meeting with other Town of Kremmling Department Heads on a regular basis due to the absence of a Town Manager. Daily police operations have not been negatively affected. This is the same message as the previous month's report.
- KPD is beginning the process of applying for the 2025 JAG grant. A resolution is expected to be presented to the Board of Trustees in the near future (the deadline for the application is March 10, 2025). KPD anticipates requesting a newer model of the Taser (the Taser 10) to outfit the police officers with. These newer devices have been shown to be much more effective in nearly all situations than what is currently used at KPD.



# Town of Kremmling

## Police Department Staff Report

February 2025

## Police Staff Report

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

<b>Patrol Response</b>	<b>Number</b>
Total Officer Response	95
Reports Written	16
Calls For Service	66
Officer Initiated	29

<b>Violent Crimes</b>	<b>Number</b>
Criminal Homicide	0
Rape*	1
Robbery	0
Aggravated Assault	0

<b>Property Crime</b>	<b>Number</b>
Burglary	0
Theft	0
Motor Vehicle Theft	0
Arson	0

<b>Enforcement (In Town)</b>	<b>Number</b>
Traffic Stops	11
Total Citations	2
Total Summons	1
Total Arrests	4

<b>Arrests</b>	<b>Number</b>
Officer on View	3
Warrant Service	1

<b>Summons</b>	<b>Number</b>
Not Traffic Related	0
Traffic Violations	1

<b>Public Services</b>	<b>Number</b>
Open Records Request	4
VIN Inspections	4
Special Events	0

\*Unlawful Sexual Contact was filed

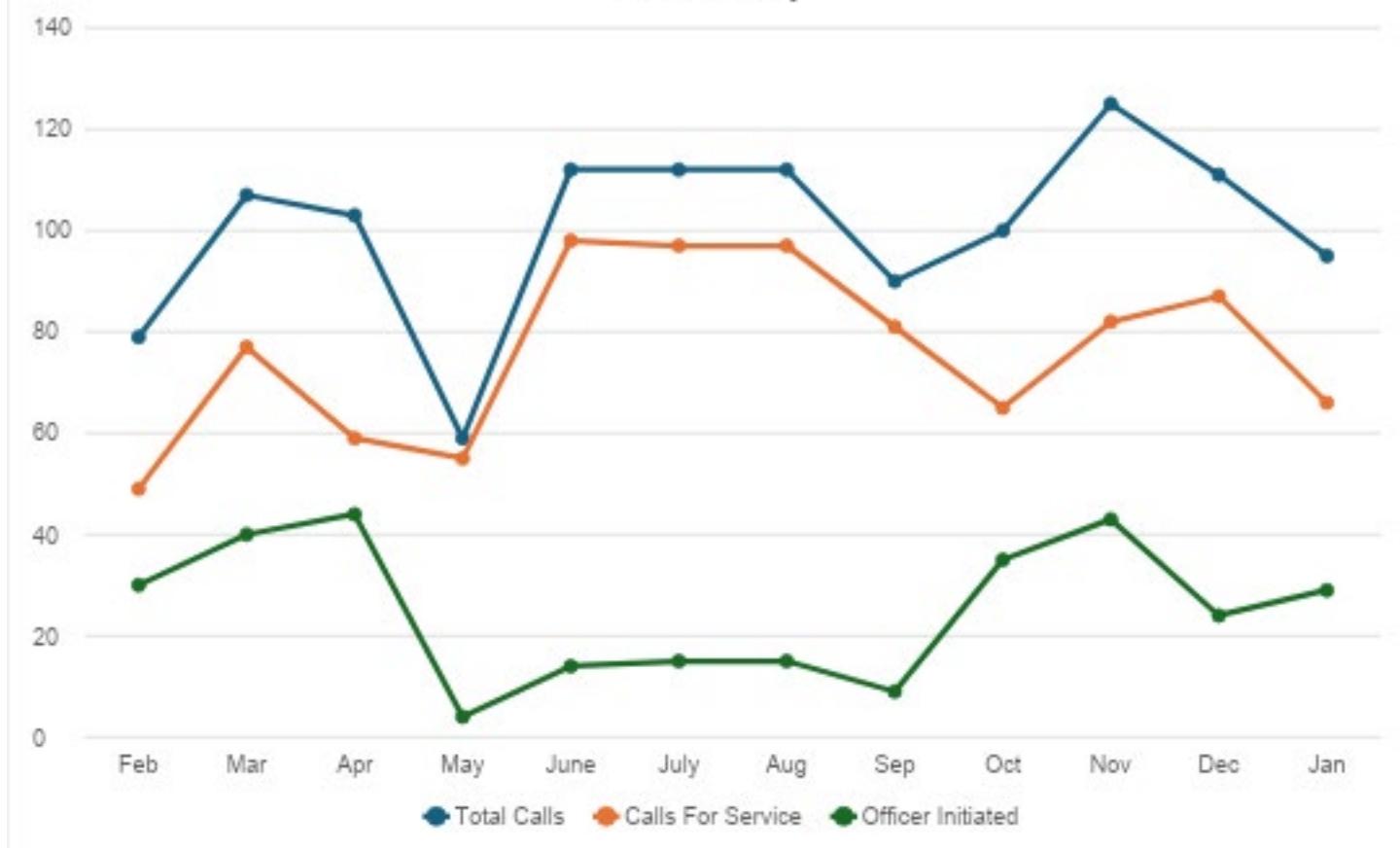


# Town of Kremmling

Police Department Staff Report

February 2025

## KPD Activity



# February 2025 - Town Clerk & Treasurer Staff Report

## Town Clerk

- Prepared various minutes, ordinances, resolutions, and memos for Board of Trustees meetings, the Planning and Zoning Commission, and the Board of Adjustment.
- Providing a minimum of 5-10 Land Use or Zoning inquiries a week.
- Various meetings with the Mayor, Public Works Director, and Chief of Police to stay abreast of upcoming items and deadlines, Code Enforcement, and agendas.
- Multiple meetings with the Public Works Director and Community Planning Strategies to discuss upcoming community development projects and the finalization of the Community Readiness Assessment for the Local Planning Capacity Grant through DOLA.
- On January 16, 2025, I attended the Northwest Transportation Planning Region (NWTPR) meeting. Two projects in Kremmling—specifically, the Highway 9 bridge and shoulder work on Highway 40, both east and west of town—are currently on CDOT's priority list. However, the eastern part of the county has requested to replace these Kremmling projects with their own. CDOT informed us that the Highway 9 bridge is at 30% design completion and is unlikely to be removed from their priority list. I will continue to keep the Board updated on the CDOT projects as I receive more information.
- Submitted the annual Highway User Tax Fund (HUTF) report in order to receive our monthly HUTF payments.
- Renewal notices for the 2025 business license renewals have been sent out and were due by January 31, 2025. 84 licenses have been processed to date.
- Attended the Northwest Colorado Council of Governments (NWCCOG) on January 23, 2025. No items to report from this entity at this time.
- Attended the Grand County Board of County Commissioners meeting virtually on January 28, 2025. They reviewed and approved the Estates at the Bluff Mobile Home Park Special Use Permit renewal for five years.
- Met with Grand Cliffs developer Greg Smith, on February 6, 2025, to discuss various projects.
- Conducted a pre-application meeting with Planning Commission Chairman Hassler regarding a minor/major subdivision application. Chairman Hassler has offered his support in the absence of a Town Manager to facilitate these pre-application meetings. He will recuse himself from discussions as soon as an application is submitted. If the application requires Planning Commission approval, he will disclose the ex parte communication at the public hearing and will give the applicant the opportunity to request his recusal if they choose to do so.

## Treasurer

- \$13,474 in tax liens were filed with the Grand County Treasurer on November 15, 2024. No payments have been received yet, but initial payments are not expected to be received until March or April if paid.
- The State Revolving Fund Loan for the new Water Treatment Plant officially closed on November 22, 2024. I have been following up with the relevant parties to ensure there are no more action items necessary at this time and will report back.
- The DOLA Grant for the Water Treatment Plant officially closed on January 13, 2025. On January 15th, I took a DOLA Grant Reporting Training course, so I will be prepared to take over grant reporting during our Town Manager transition if needed.
- Submitted the quarterly report for the DOLA Local Planning Capacity Grant. I plan to do the final report and close out the grant at the end of February.
- The Finance Officer has completed the end-of-year payroll and accounts payable processes. All 1099's and W2's were completed and sent out on time for both the Town and Sanitation District.
- The Utility Billing Clerk successfully implemented the utility rate increase. It has gone over fairly well, and utility billing has been operating normally. However, there was a small glitch regarding overage charges for multiple-unit buildings that were caught after the bills were sent out. The affected accounts were credited for the incorrect overage charges.
- The 2024 Sales Tax revenue has been fully received. A total of \$1,673,443.95 was received from the State, while the budgeted amount was \$1,640,000. Including the payments from Grand County, the total sales tax revenue for 2024 amounts to \$1,696,206.66. This results in an excess revenue of \$56,206.66 above the budgeted amount. This will likely cover any excess expenses or be allocated towards Capital projects in 2024. A more in-depth presentation and review of the final 2024 financial status will be presented in March or April.

Collected	Received	2022	2023	2024	2025
January	March	\$118,493.62	\$127,230.29	\$135,307.90	
February	April	\$117,856.40	\$129,929.96	\$112,343.93	
March	May	\$118,415.95	\$128,831.84	\$122,208.73	
April	June	\$114,067.80	\$118,752.67	\$111,202.44	
May	July	\$120,242.01	\$130,579.17	\$123,958.43	
June	August	\$146,509.10	\$156,059.93	\$160,662.25	
July	September	\$161,165.84	\$170,817.48	\$156,785.85	
August	October	\$163,566.43	\$154,060.57	\$164,648.89	
September	November	\$168,817.41	\$166,181.58	\$166,651.67	
October	December	\$152,115.78	\$150,753.00	\$153,092.77	
November	January	\$141,550.48	\$138,329.03	\$130,626.15	
December	February	\$133,650.87	\$142,997.34	\$135,956.94	
Total		\$1,656,451.69	\$1,714,522.86	\$1,673,445.95	

**THE TOWN OF KREMMLING  
RESOLUTION 2025-02-06**

**A RESOLUTION ADOPTING AN AMENDED ORGANIZATION CHART FOR 2025**

WHEREAS, the 2025 Organization Chart was adopted on November 20, 2024, along with the 2025 Salaries and Wages by Ordinance No. 721; and

WHEREAS, the Board of Trustees wished to clarify the statutorily required appointed positions that serve at the pleasure of the Board of Trustees, such as the Town Clerk, Treasurer, and Chief of Police; and

WHEREAS, the Board of Trustees wished to also clarify the direct reporting lines and human resources directory lines by different colors; and

WHEREAS, staff has prepared an amended 2025 Organization Chart for the Board of Trustees to consider; and

WHEREAS, the Board of Trustees finds and determines that execution of the amended Organization Chart for 2025 is in the best interest of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF KREMMLING that the 2025 Organization Chart for the Town of Kremmling is hereby approved in essentially the same form as the copy of such chart accompanying this resolution.

PASSED AND ADOPTED at a regular meeting of the Board of Trustees of the Town of Kremmling held this 19th day of February 2025.

ATTEST:

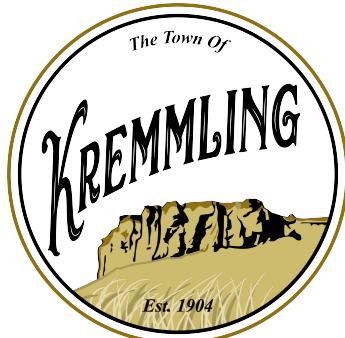
SIGNED:

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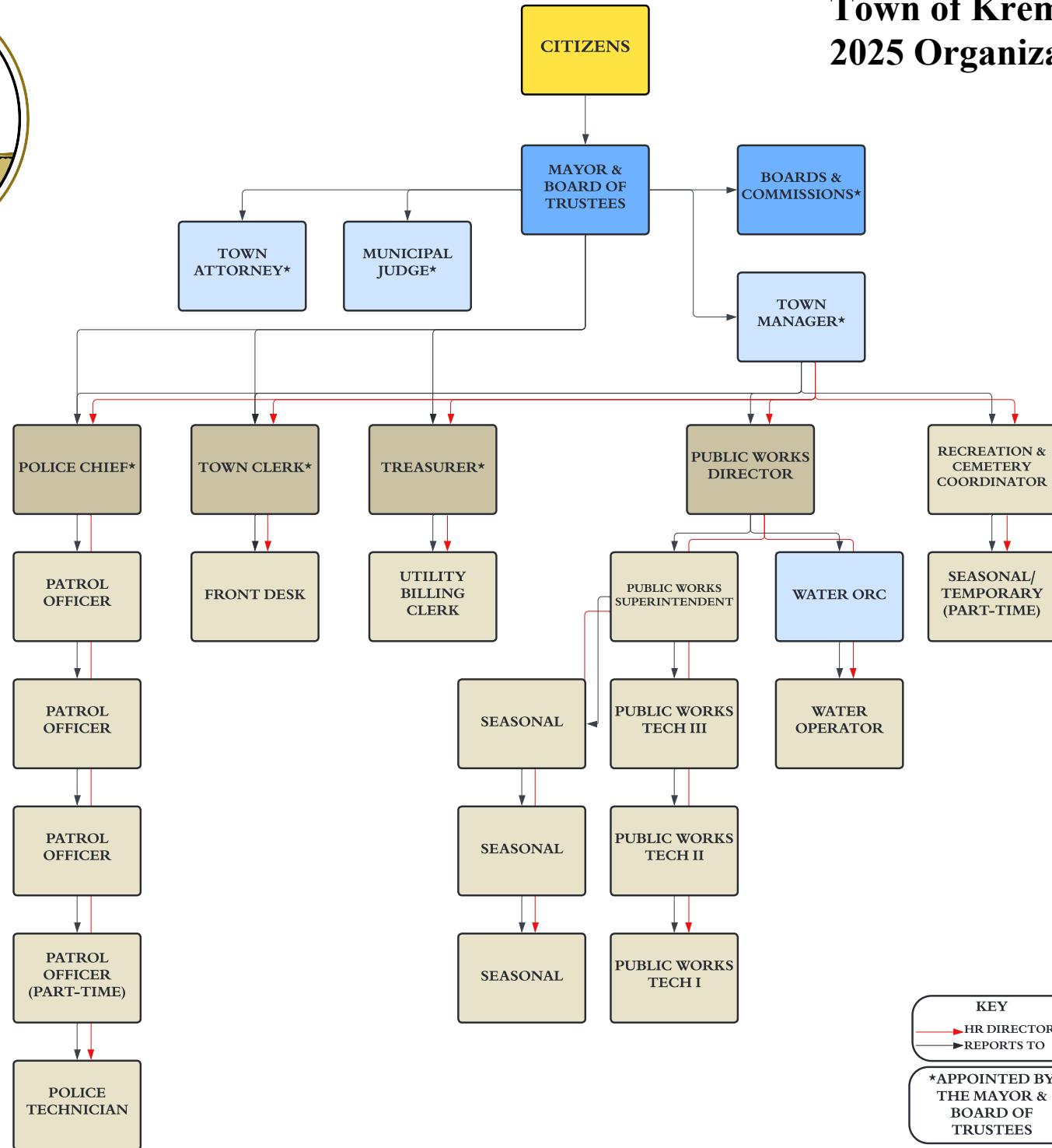
Teagan Serres, Town Clerk

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Wes Howell, Mayor



# Town of Kremmling 2025 Organization Chart





## Kremmling Board Of Trustees Regular Meeting

### Agenda Item Cover Letter

#### **Agenda Item:**

**Discussion & Action Item.** Resolution No. 2025-02-07 A Resolution of the Board of Trustees for the Town of Kremmling, Colorado, Supporting the Grant Application from the Edward Byrne Memorial Justice Assistance Grant Program (JAG) for the Purchase of New Tasers for the Kremmling Police Department.

#### **Department:**

Police Chief, Jesse Lisenby & Town Clerk & Treasurer, Teagan Serres

#### **Executive Summary:**

The Kremmling Police Department would like to apply for a grant through the Edward Byrne Memorial Justice Assistance Grant Program (JAG) to assist with the purchase of new Tasers.

#### **Summary:**

Timeline of 2025 JAG Grant Awards:

Announcement Date: January 6, 2025

Application Deadline: Monday, March 10, 2025

Email Notification for Oral Presentations at Funding Conference: by April 15, 2025

Funding Decision Announced: Early-June 2025

Reconsideration/Appeals Deadline: Mid-June 2025

Grant Agreement Issuance: Mid-August and September 2025

Award Period: October 1, 2025 to September 30, 2025

#### **Financial Impacts:**

\$3.3 million will be available for 2025 JAG subgrant applicants. The cost to purchase Taser 10 devices to outfit KPD officers is not to exceed \$25,000.

There were no funds allocated to the Kremmling Police Department budget for fiscal year 2025 for Capital Outlay. If selected to receive this grant, KPD will need funds not to exceed \$25,000 allocated to KPD's Capital Outlay Budget to match funds awarded. The match amount will depend on how much money is awarded by the JAG Grant Committee, if received. This is a reimbursement grant, and funds expended by the Town of Kremmling will be reimbursed by the JAG Grant Committee once the conditions of the grant are met (purchase and receipt of items awarded by the grant).

**Match/Other Budget Considerations:** Although match is not a requirement with this funding, the JAG Board is highly encouraging all applicants to show a commitment from either state or local governments, a portion of a direct JAG award from BJA (for eligible jurisdictions), or other



## Kremmling Board Of Trustees Regular Meeting

### Agenda Item Cover Letter

partner agencies through other funding committed to this project. This additional funding will need to be identified and documented in the application.

Capital Outlay funds will only be requested if the grant is awarded to KPD by the JAG Grant Committee.

#### **Staff Recommendation:**

1. Motion to approve Resolution 2025-02-07 as presented.
2. Motion to table Resolution No. 2025-02-07 until the \_\_\_\_\_ meeting.
3. Deny approval.

#### **Attachments:**

Resolution No. 2025-02-07

**TOWN OF KREMMLING  
RESOLUTION NO. 2025-02-07**

**A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF KREMMLING, COLORADO, SUPPORTING THE GRANT APPLICATION FROM THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM (JAG) FOR THE PURCHASE OF NEW TASERS.**

**WHEREAS**, the Town of Kremmling is a political subdivision of the State of Colorado and, therefore, an eligible applicant for a grant awarded by the Edward Byrne Memorial Justice Assistance Grant Program; and

**WHEREAS**, the Chief of Police has identified new Tasers as an item needed for replacement and qualifies for the JAG Program; and

**WHEREAS**, there is currently no money budgeted within the Town of Kremmling Police Department's 2024 Capital Outlay Budget to match funds for assistance in purchasing new Tasers from the Edward Byrne Memorial Justice Assistance Grant Program; and

**WHEREAS**, money could be allocated from other categories within the Police Department Budget or from Fund Balance; and

**WHEREAS**, if the Grant is awarded to the Town of Kremmling Police Department, the Board of Trustees will amend the 2025 Budget for the purchase of new Tasers; and

**WHEREAS**, the Board of Trustees for the Town of Kremmling supports the Grant application for the Project, and if the Grant is awarded, the Town of Kremmling supports the acquisition of new Tasers for the Kremmling Police Department.

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

**Section 1.** The Board of Trustees of the Town of Kremmling strongly supports the Grant application and has appropriated matching funds for a grant with the Edward Byrne Memorial Justice Assistance Grant Program.

**Section 2.** If the Grant is awarded, the Board of Trustees will amend the 2025 Budget as necessary for the purchase of new Tasers for the Kremmling Police Department.

**Section 3.** If the Grand is awarded, the Board of Trustees hereby authorizes the Town Manager or designee to sign the Grant agreement in an amount not to exceed \$25,000 with the Edward Byrne Memorial Justice Assistance Grant Program.

**Section 4.** This Resolution is to be in full force and effect from and after its passage and approval.

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

TOWN OF KREMMLING

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Wes Howell, Mayor

ATTEST:

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Teagan Serres, Town Clerk



## Kremmling Board of Trustees Regular Meeting

### Agenda Item Cover Letter

#### **Agenda Item:**

**Discussion & Action Item.** Resolution No. 2025-02-08 A Resolution Approving a Commercial Amendment to Kremmling Airport Hangar Ground Lease for OKC Investments LLC.

#### **Executive Summary:**

The Town of Kremmling and Grand County share ownership of the Kremmling McElroy Airfield. One more Commercial Amendment to Kremmling Airport Hangar Ground Leases has been requested, and Grand County has sent over the amended contracts prepared for the Town to consider. Two similar Commercial Hanagar Amendments were reviewed and approved by the Board of Trustees at the February 5, 2025, Special Meeting.

#### **Summary:**

Another tenant of the hangars has requested amendments to their leases in order to better utilize their spaces by permitting short-term rentals to other aircraft owners. This amendment will be valid for one year, expiring on December 31, 2025. The Town will not receive the additional revenue outlined in the contract.

#### **Financial Impacts:**

As stated above, the Town will not be compensated for these amendments.

#### **Staff Recommendation:**

1. Motion to adopt Resolution No. 2025-02-08 as presented.
2. Motion to table Resolution No. 2025-02-08 until the \_\_\_\_\_ meeting.
3. Deny approval.

#### **Attachments:**

Draft Resolution No. 2025-02-08 & Hangar Lease Amendment for OKC Investments LLC

**TOWN OF KREMMLING  
RESOLUTION NO. 2025-02-08**

**A RESOLUTION APPROVING A COMMERCIAL AMENDMENT TO KREMMLING  
AIRPORT HANGAR GROUND LEASE FOR HANGAR 1 LLC**

WHEREAS, Grand County, the Town of Kremmling, and OKC Investments LLC (“Lessee”) have previously entered into a Kremmling Airport Hangar Ground Lease dated September 14, 2021; and

WHEREAS, said ground lease has the term of September 21, 2021, to September 20, 2046, which is not changed by this amendment; and

WHEREAS, the Lessee desires to rent the leased hangar to the public on a nightly or short-term basis; and

WHEREAS, the Town of Kremmling and Grand County desire to allow the Lessee the ability to maximize the use of their hangar by temporarily amending the lease to allow rental to other aircraft owners on a short-term basis.

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

**Section 1.** The proposed Commercial Amendment to Airport Hangar Lease Agreement (the “Amendment”) between the Town of Kremmling, Grand County, and OKC Investments LLC to allow nightly and short-term rentals is hereby approved in essentially the same form as the copy of such Amendment accompanying this Resolution.

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

PASSED AND ADOPTED at a regular meeting of the Board of Trustees of the Town of Kremmling held this 19th day of February 2025.

TOWN OF KREMMLING, COLORADO

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Wes Howell, Mayor

ATTEST:

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Teagan Serres, Town Clerk

COMMERCIAL AMENDMENT TO KREMMLING AIRPORT HANGAR GROUND LEASE

This Amendment is dated the 4<sup>th</sup> day of FEBRUARY, 2025, by and between the Board of County Commissioners of the County of Grand, State of Colorado, whose address is P.O. Box 264, Hot Sulphur Springs, CO 80451, (hereinafter referred to as "County"), the Town of Kremmling, a political subdivision of the State of Colorado, and OKC Investments, LLC, whose address is; 3309 Hickory Ridge, Edmond OK, 73013 (hereinafter referred to as "Lessee"), (collectively, the "Parties");

WITNESSETH:

WHEREAS, County, Town and Lessee have previously entered into a Kremmling Airport Hangar Ground Lease (hereinafter referred to as "Ground Lease") Dated September 14th, 2021 and;

WHEREAS, said Ground Lease has the term of September 21st, 2021 to September 20<sup>th</sup>, 2046 which is not changed by this Amendment or any subsequent amendments; and;

WHEREAS, Lessee is desirous of renting the Leased Hangar 20V #D to the public on a nightly basis or longer as spelled out herein; and;

WHEREAS, County is desirous of allowing Lessee the ability to maximize the use of their Hangar by temporarily amending the Lease to allow rental to other aircraft owners on a short-term basis consistent with the terms of this Amendment.

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

1. In addition to those uses listed specifically in the Lease as well as lease and sublease assignment provisions of that lease, the Lessee shall be entitled to rent the hangar on a nightly or short-term basis. Any rental under this Amendment shall not extend for more than one (1) year and shall terminate upon the date provided in paragraph two of this Amendment. Any rental extending beyond the dates in this Amendment shall be considered a material breach subjecting the Amendment and the Lease to termination. Another commercial Amendment may be renewed on the anniversary of this Amendment subject to paragraph two of this Amendment. The term "use" as used in the Lease shall include the uses as provided in this Amendment.

2. This Amendment shall be valid from **January 1, 2025**, through **December 31, 2025** and may be renewed as provided herein. In order to amend the Ground Lease with this Amendment, the election to do so shall be allowed between January 1<sup>st</sup> and January 31<sup>st</sup> of each year and at no other time during the year. For purposes of this Amendment only, the Parties agree termination may only occur between January 1<sup>st</sup> and January 31<sup>st</sup> of any given calendar year to be effective and notice of such termination shall be given thirty (30) days prior to the termination date unless there is a breach of this Amendment or the Ground Lease which may subject those agreements to earlier termination.

3. In addition to the Ground Lease payments, the Lessee shall pay a commercial amendment rate equal to Five Cents (\$0.05) per square foot of the total hangar size at an annual rate of **\$210.00**.

4. In the event Lessee subleases to the FBO, Lessee shall provide County a copy of the sublease which shall include provisions requiring the naming of County and Lessee as additional

insureds. Copies of the Certificate of Insurance shall be provided to County within fifteen (15) days of any sublease with the FBO. Any sublease entered into by the FBO shall be subject to same terms and conditions contained herein and shall be subject to the Lease agreement between the County and Lessee.

5. Lessee shall ensure that sublessees do not sublease the Hangar to additional third parties.

6. Lessee shall be responsible for any rental of the Hangar and shall ensure that all sublessees, subtenants, guests, agents and/or invitees shall abide by the terms and conditions of the Ground Lease, this Amendment, and all local, state and federal rules, regulations, and statutes. Any violation of the terms and conditions of the Ground Lease, this Amendment, or the violation of any local, state or federal rules, regulation or statute by any individual, including but not limited to a sublessee, subtenants, invitees, guests or agents shall be the sole responsibility of the Lessee and Lessee assumes full responsibility for such individuals. In addition, any violation shall be considered a material breach of this Amendment and the Ground Lease between County and Lessee.

7. Lessee and sublessees shall procure and maintain throughout the Term of any sublease, at their sole cost and expense, a policy or policies of insurance of the types and amounts as herein below set forth and proof of said policy or policies shall be provided to the County and Town prior to execution of this Amendment:

a. Comprehensive public liability (including broad form contractual liability coverage in support of the indemnity provisions contained herein), property damage insurance, hangar keepers liability insurance and products liability insurance (where there is exposure) insuring against claims for personal injury, sickness, disease or death, and property damage suffered in or about the Premises, including independent contractor coverage, with a combined single limitation of coverage in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence.

b. Fire and extended coverage insurance and improvements and betterments insurance covering Lessee's merchandise, personal and commercial property, fixtures, improvements, wall coverings, floor coverings, alterations, furniture, equipment, lighting, ceilings, heating, ventilation, interior plumbing, plate glass and any other items installed by Lessee or which constitute non-building standard improvements, against loss or damage by fire, windstorms, hail, earthquakes, explosion, riot, damage from aircraft and vehicles, smoke damage, vandalism and malicious mischief and such other risks as are from time to time covered under "extended coverage" endorsements and special extended coverage endorsements commonly known as "all risks" endorsements, in an amount equal to the greater of the full replacement value and deductible amounts not to exceed One Thousand Dollars (\$1,000.00).

c. State Worker's Compensation Insurance, or other similar coverage, in the statutorily mandated amounts, if the nature of Lessee's undertakings with respect to this Lease and the Building require that any or all of its employees be provided such coverage.

d. It is expressly understood and agreed that the foregoing minimum limits of insurance coverage shall not limit the liability of Lessee for its acts or omissions as provided in this Lease. All of the foregoing insurance policies (with the exception of Worker's Compensation Insurance to the extent not available under statutory law) shall name County, Town and their officers, agents, employees and such other interested parties as County and Town may from time to time designate,

as additional insureds and shall provide that any loss shall be payable to County and Town and any other interested parties as County shall designate, as their respective interests may appear. All such policies shall be written as primary policies, noncontributing with and in excess of coverage, which County and Town may carry. Lessee shall deliver copies of all such policies and all endorsements thereto, certified as true and complete by the issuer thereof, prior to the Commencement Date, or, in the case of renewals thereto, fifteen (15) days prior to the expiration of the prior insurance policy, together with evidence from the insurer that such policies are fully paid for, and that no cancellation, material change or non-renewal thereof shall be effective except upon thirty (30) days' prior written notice from the insurer to County and Town and its designees. If Lessee shall at any time fail to procure and/or maintain insurance as herein provided, County shall be at liberty to do so as often as such failure shall occur without waiving any other rights under this Lease. Any premiums or other sums paid by County in obtaining or maintaining such insurance shall be and become, and are hereby declared to be, Additional Rent hereunder, payable on demand, for the collection of which County shall have all the remedies provided for in the Ground Lease and this Amendment, or as otherwise permitted by the law, for the collection of rent. Payment by County of such premium or the carrying by County of any such policy shall not be deemed to waive or release the default of Lessee with respect thereto. Lessee's failure to provide and maintain in force the insurance provided for herein or to provide County and Town with satisfactory evidence thereof, shall be regarded as a default hereunder, entitling County to exercise any or all of the remedies provided in the Ground Lease and this Amendment upon the occurrence of an Event of Default.

8. Lessee hereby covenants and agrees to indemnify, defend and save harmless, County and Town, its officers, agents, managers, members, employees, and representatives (collectively referred to herein as "Indemnitees") from and against any and all liabilities, lawsuits, expenses (including attorneys' fees), damages, claims, suits, costs, and causes of action of any kind whatsoever arising out of, or alleged to have arisen out of, in whole or in part, (i) any act, omission or negligence on the part of Lessee, Lessee's contractors, subcontractors, tenants or subtenants, licensees, invitees, agents, employees or any person or persons on the Premises or the Hangar by reason of Lessee's operations, use or occupancy of the Premises, (ii) any breach, violation, or nonperformance of any covenant of Lessee under this Lease, or (iii) any accident, injury, death or damage whatsoever and howsoever caused to any person, or any property, occurring in, on or about the Premises regardless of whether or not such liabilities, damages claims, suits, costs, accidents, injuries or deaths are caused by or attributed in any way to the negligence of County or Town or any Indemnitees. Lessee, as a material part of the consideration to County and Town, hereby assumes all risk of damage to property or injury to persons in, upon or about the Premises from any cause, and Lessee hereby waives all claims with respect thereof against County and Town. Lessee shall give prompt notice to County and Town in case of casualty or accidents in or about the Premises.

Neither County, Town, nor any Indemnitees shall be liable for any loss or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water or rain which may leak from any part of the Hangar or other improvements, or from the pipes, equipment or plumbing works therein or from the roof, street or subsurface or from any other places resulting from dampness or any other cause whatsoever, except personal injury caused by or due to the negligence of County or Town; nor shall County, Town, or any Indemnitee be liable for interference with the electrical service, ventilation, or for any latent defect in the Premises. In no event shall County, Town, or any Indemnitee be liable in any manner to Lessee, its agents, tenants, invitees or employees, for any loss or damage resulting from or arising out of the acts or omissions of other lessees, their employees, tenants, agents, customers or invitees or any other persons whatsoever.

9. All modifications, amendments, and additions described in this Amendment, as well as all attachments to this Amendment, shall be incorporated into the Ground Lease and made a part thereof.

In the event of conflict between a term in the Ground Lease and a term in this Amendment, this Amendment and its terms shall supersede.

10. All other terms and conditions of the Ground Lease shall remain in full force and effect without alteration or amendment unless otherwise provided for in this Amendment.

11. Nothing contained in this Amendment or the Ground Lease shall be construed as a waiver or partial waiver of Grand County governmental immunity pursuant to C.R.S. 24-10-101 et seq.

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

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

By: \_\_\_\_\_  
Chairperson

ATTEST:

Grand County Clerk and Recorder

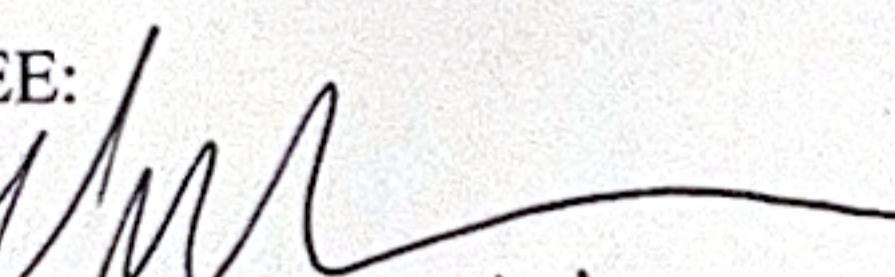
THE TOWN OF KREMMLING, STATE OF COLORADO

By: \_\_\_\_\_  
Date: \_\_\_\_\_

ATTEST:

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

LESSEE:

By:   
Date: 2/4/25

LESSEE:

By: \_\_\_\_\_  
Date: \_\_\_\_\_



## Town of Kremmling

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

Senator Dylan Roberts:

On behalf of the Town of Kremmling, I am writing to express our concerns regarding SB25-001, which pertains to how municipalities conduct their elections. As municipal clerks are responsible for administering these elections, I support the bill's basic premise: that elections should be fair and equitable without imposing barriers on anyone eligible to vote or run for office. However, this bill seems to presume, without evidence, that municipal elections are not fair and equitable, which is demonstrably untrue.

The American Community Survey cannot accurately identify the percentage of individuals over the age of 18 who speak a language other than English in smaller municipalities. Implementing multi-language ballots in municipalities with populations under 5,000 would impose additional costs on the Town of Kremmling and other smaller, rural municipalities. I am concerned that the language in sections 8-11 is too broad and could be burdensome for small municipalities.

Furthermore, the current procedure counties use to notify non-English-speaking voters about language-specific ballots at voter service and polling centers is not effective in smaller municipalities. Such centers do not exist, and municipal clerks, by law, cannot provide the same type of services offered at those centers.

The bill assumes that low voter turnout in municipal elections, which are not coordinated with county-run elections, can be resolved by moving all elections to November of both even and odd-numbered years. Clerks will tell you that low voter turnout stems from voter interest, not voter suppression. Additionally, state statutes currently provide a mechanism for voters to decide whether to change their election dates to November. This decision should be left to local elected officials and their constituents, not mandated by the state.

The Colorado Constitution reserves the right of initiative and referendum for both the state and municipalities. Municipal elections resulting from these citizen procedures often end up as 'special elections,' and municipalities are the only level of government that regularly conducts such elections. Forcing all elections to be held in November would prevent citizens from achieving timely resolutions to their concerns, particularly in cases of recall elections.

Moreover, the bill is inherently contradictory. It requires municipal elections to be conducted in accordance with statutes and ordinances while simultaneously penalizing municipalities for adhering to those same statutes through the right of action provisions. Municipalities could also be sued for issues beyond their control, and the bill assumes wrongdoing on their part even before any evidence has been presented.



## Town of Kremmling

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Finally, the bill excludes the state, school districts, and special districts from its provisions and does not address statewide elections, thereby targeting only municipal elections.

The Colorado Municipal League has been working, on behalf of municipal clerks, with the proponents of the bill to ensure that the core ideas of voter and candidate eligibility are preserved without imposing undue burdens on municipalities. The proponents have yet to provide evidence of voter and candidate discrimination within municipal elections. The Colorado Municipal Clerks Association advocates for continued dialogue between the CML and the bill's proponents to uphold the right of municipalities to conduct their own elections as enshrined in the Colorado Constitution. We believe a solution can be reached that maintains the bill's core objectives while allowing municipalities to continue conducting their fair and equitable elections as they have for decades.

We hope you will support this dialogue. Thank you.

Respectfully submitted,

Teagan Serres, Town Clerk  
Town of Kremmling



COLORADO  
MUNICIPAL  
LEAGUE



# AMEND SB25-001



## AMENDMENT respectfully requested

Colorado's towns and cities believe that free, fair, and accessible elections are vital to democracy, ensuring all eligible voters can participate without barriers. While municipalities support the bill's intent, they have concerns about certain provisions that could hinder its successful implementation.

### OUR REQUEST OF THE LEGISLATURE

Colorado's constitution does not support the bill's application to municipal elections. We request ***an amendment to exclude municipalities*** from the bill and apply the provisions to the state and coordinated elections only.

Please preserve local government's ability to maintain control over their elections, avoid unnecessary litigation risks, and prevent undue financial burdens.

### BACKGROUND

Among other provisions, SB25-001 creates the Colorado Voting Rights Act. The bill allows an individual or organization to file suit against a municipality alleging voter suppression, voter dilution, or an unlawful voting prerequisite based on gender identity, gender expression, or sexual orientation, and empowers the Attorney General's office to investigate potential violations, file suit to enforce the act, or intervene in an individual or organization's suit.

### CONCERN WITH SB25-001

#### 1. Conflict with Colorado Constitution

***Colorado's unique legal structure does not allow for state regulation of municipal elections.***

Article XX, Section 6 of the Colorado Constitution, explicitly grants municipalities control and power to regulate ***all matters*** pertaining to municipal elections in a city or town. The Colorado Supreme Court has expressly rejected that local elections are a matter of state or even mixed state and local concern. Extending state authority over the structure and elections of home rule municipalities, whether via oversight of state or private lawsuits, conflicts directly with the express text of the Colorado Constitution and well-established case law.

The following relevant cases further establish sole local authority over municipal elections.

- *People ex rel. Tate v. Prevost*, 134 P. 129, 134 (Colo. 1913)
- *Kingsley v. City & County of Denver*, 247 P.2d 805, 808 (Colo. 1952)
- *May v. Town of Mt. Village*, 969 P.2d 790, 794 (Colo. App. 1998)
- *In re City of Colorado Springs*, 277 P.3d 937, 941 (Colo. App. 2012)

#### 2. The bill is not applied statewide

The bill does not include state elections, school districts or special districts elections. It is unclear why the bill excludes state elections, choosing instead to only focus on some local elections. Colorado's municipalities have a proven track record of ensuring that elections are fair and equitable and that all voters have access to the political process. If the bill were addressed to state or coordinated elections or the structure of state offices, our concerns would be limited.



### 3. Preservation of nonpartisan elections

Colorado's municipal elections have a long tradition of avoiding partisan elections. We are concerned that the bill's mandates try to make municipal elections align with partisan state and federal election calendars will erode the nonpartisan character of our elections and increase the potential for partisan influences in municipal elections.

### 4. Lack of evidence supporting need

The unsupported suggestion that municipal elections are rife with discrimination or voter suppression damages the integrity of and public trust in local elections.

- Through the use of mail ballots, Colorado's municipal elections offer direct access to all eligible voters.
- The bill presumes the existence of voter suppression or systemic barriers, yet there is no demonstrated evidence of these issues in Colorado's existing municipal elections. We have identified only one lawsuit brought against a Colorado municipality under the Federal Voting Rights Act and it was unsuccessful.
- It is unclear how or why current laws defining election offenses, ensuring equal protection, and otherwise protecting the franchise are insufficient.

### 5. Litigation risks and costs

- The use of ambiguous language and standards promises an expensive litigation that requires a substantial reliance on experts and will cost taxpayers substantial amounts if municipalities ever needed to defend a claim.
- The proposed resolution process, with its 90-day resolution requirement, fails to account for the need for charter elections in many cases.
- Some of the provisions appear to suggest that a violation may exist simply from following current state law. State law provides that towns elect trustees at large, yet the bill suggests that such elections could be the basis for a claim.
- Municipalities have statutory options for filling vacancies, including appointments, vacancy elections, or taking no action, yet the bill seems to suggest that using those options is wrong.
- The bill's standards and processes are inequitable. Litigants do not equally share in the risk of paying attorney's fees and costs to a prevailing party.

### 6. Unfunded Mandates and State Overreach

The bill imposes detailed reporting requirements and expands the Secretary of State's investigative powers without providing necessary funding or resources to municipalities.

**WE RESPECTFULLY REQUEST LEGISLATORS AMEND SB25-001  
TO EXCLUDE MUNICIPALITIES FROM THE BILL AND APPLY  
THE PROVISIONS TO THE STATE AND COORDINATED ELECTIONS ONLY.**

