



Notice of Kremmling Board of Trustees Regular Meeting

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

Wednesday, May 21, 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, Proclamations, and Appointments

- Appointment to the Planning Commission

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

- Expenditures Dated April 17, 2025 - May 21, 2025
- Recording of Proceedings from March 19, 2025, Regular Meeting
- Recording of Proceedings from April 2, 2025, Special Meeting
- Recording of Proceedings from April 16, 2025, Regular Meeting
- Recording of Proceedings from May 14, 2025, Special Meeting
- Resolution No. 2025-05-02 A Resolution Authorizing a Revised Partial Reduction in the Performance Guarantee for the Grand Cliffs Subdivision, Filing No. 1 and Repealing Resolution No. 2025-04-02
- Resolution No. 2025-05-03 A Resolution Authorizing the Town Manager to Sign on Behalf of the Town of Kremmling to Renew the Northwest Colorado Opioid Abatement Council Region 1 Intergovernmental Agreement

Staff Reports

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

New Business

- 1. Discussion & Action Item.** Resolution No. 2025-05-04 A Resolution Amending the Comprehensive Financial Management Policies (CFMP) for the Town of Kremmling.
- 2. Discussion & Action Item.** Resolution No. 2025-05-05 A Resolution of the Town of Kremmling, Colorado Designation Representatives Authorized to Coordinate with Colorado Department of Public Health and Environment and the Colorado Water Resources and Power Development Authority Regarding Financial Assistance Matters.
- 3. Discussion & Action Item.** Resolution No. 2025-05-06 A Resolution of the Board of Trustees of Kremmling, Colorado, Supporting a Grant Application for the Great Outdoors Colorado (GOCO) Community Impact Program.

Board of Trustees Reports & Future Agenda Items for Consideration

Adjourn

Future Meetings:

- Board of Trustees Special Meeting: June 4, 2025 - 6 PM @ 203 Park Avenue, Chamber of Commerce
- Board of Trustees Work Session: June 4, 2025 - 6:30 PM @ 203 Park Avenue, Chamber of Commerce
- Regular Board of Trustees Meeting: June 18, 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
General								
00-100-3555								
1302	KREMMLING SANITATION DIST	04302025	SEWER TAP FEES REIMBURSE	04/30/2025	51,279.49	.00		
Total 00-100-3555:					51,279.49	.00		
Total :					51,279.49	.00		
Mayor and Legislative								
00-120-6400								
1249	HEADWATERS TRAIL ALLIANCE	699	HTA DONATION	03/31/2025	2,500.00	.00		
1297	KREMMLING CHAMBER OF CO	1804	DONATION	04/17/2025	18,750.00	.00		
1348	MIDDLE PARK FAIR & RODEO	5/7/2025 DONA	DONATION 5.7.25 MEETING	05/07/2025	500.00	.00		
Total 00-120-6400:					21,750.00	.00		
Total Mayor and Legislative:					21,750.00	.00		
Town Manager								
00-122-6245								
1071	CARD SERVICES	4/30/25	VERIZON	04/30/2025	8.96	.00		
Total 00-122-6245:					8.96	.00		
Total Town Manager:					8.96	.00		
Administrative								
00-125-5500								
1289	KELLY P.C.	APRIL 1, 2025	MARCH ADMIN ATTORNEY FEE	04/01/2025	3,532.50	.00		
1289	KELLY P.C.	MAY 2, 2025	ADMIN ATTORNEY FEES	05/02/2025	1,755.00	.00		
Total 00-125-5500:					5,287.50	.00		
00-125-5550								
1076	CASELLE INC	140652	CONTRACT SUPPORT AND MAI	05/01/2025	1,000.00	.00		
1689	EXECUTECH	DEN-215491	ON SITE SUPPORT & MAINT- A	05/01/2025	831.66	.00		
1640	XPRESS BILL PAY	INV-XPR02365	ONLINE TRANSACTIONS	04/30/2025	133.42	.00		
Total 00-125-5550:					1,965.08	.00		
00-125-6030								
1071	CARD SERVICES	4/30/25	LATE PYMT & INTEREST CHG	04/30/2025	154.70	.00		
1357	MOUNTAIN PARKS ELECTRIC	4/21/2025	CONVENIENCE FEE	04/21/2025	2.00	.00		
Total 00-125-6030:					156.70	.00		
00-125-6050								
1071	CARD SERVICES	4/30/25	NEW ACCT FOR PLANNER	04/30/2025	150.00	.00		
1071	CARD SERVICES	4/30/25	MICROSOFT	04/30/2025	110.00	.00		
1071	CARD SERVICES	4/30/25	EMPLOYERS COUNCIL	04/30/2025	360.00	.00		
1071	CARD SERVICES	4/30/25	ADOBE	04/30/2025	19.99	.00		
1071	CARD SERVICES	4/30/25	MICROSOFT	04/30/2025	99.99	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
1071	CARD SERVICES	4/30/25	ADOBE - TOWN HALL	04/30/2025	177.52	.00		
1071	CARD SERVICES	4/30/25	LUCID	04/30/2025	11.00	.00		
1071	CARD SERVICES	4/30/25	ADOBE - PLANNER	04/30/2025	16.77	.00		
1071	CARD SERVICES	4/30/25	MICROSOFT	04/30/2025	9.99	.00		
Total 00-125-6050:					955.26	.00		
00-125-6075								
1095	CIRSA	INV1001690	208 EAGLE AVE STORAGE BLD	05/13/2025	401.96	.00		
Total 00-125-6075:					401.96	.00		
00-125-6200								
1071	CARD SERVICES	4/30/25	ETHERNET CABLES, CHARGER	04/30/2025	250.11	.00		
1417	QUILL LLC	43794894	PAPER, LABELS, HOLE PUNCH	04/18/2025	60.30	.00		
Total 00-125-6200:					310.41	.00		
00-125-6245								
1071	CARD SERVICES	4/30/25	8 X 8 PHONES	04/30/2025	153.92	.00		
1071	CARD SERVICES	4/30/25	CENTURY LINK	04/30/2025	4.34	.00		
Total 00-125-6245:					158.26	.00		
00-125-6300								
1357	MOUNTAIN PARKS ELECTRIC	4/21/2025	200 EAGLE AVE SPLIT WITH SA	04/21/2025	163.86	.00		
1357	MOUNTAIN PARKS ELECTRIC	4/21/2025	208 EAGLE AVE STORE	04/21/2025	42.29	.00		
1357	MOUNTAIN PARKS ELECTRIC	4/21/2025	208 EAGLE AVE	04/21/2025	41.16	.00		
1568	XCEL ENERGY	5/1/2025	200 EAGLE AVE SPLIT WITH SA	05/01/2025	62.95	.00		
Total 00-125-6300:					310.26	.00		
00-125-6310								
1357	MOUNTAIN PARKS ELECTRIC	4/21/2025	OLD FIRE HALL	04/21/2025	142.25	.00		
1568	XCEL ENERGY	5/1/2025	301 CENTRAL AVE	05/01/2025	200.75	.00		
Total 00-125-6310:					343.00	.00		
00-125-6560								
1746	ASHLEY ACRES LIGHTS & PYR	2025-006	2025 FIREWORKS 1ST INSTALL	04/19/2025	17,500.00	17,500.00	05/09/2025	
Total 00-125-6560:					17,500.00	17,500.00		
Total Administrative:					27,388.43	17,500.00		
Planning & Zoning								
00-130-5550								
1679	COMMUNITY PLANNING STRAT	2025-0074	ON-CALL SERVICES	05/05/2025	976.50	.00		
Total 00-130-5550:					976.50	.00		
00-130-5560								
1171	BOWMAN CONSULTING GROU	490737	GRAND CLIFFS LETTER OF CR	04/30/2025	1,170.00	.00		
1289	KELLY P.C.	APRIL 1, 2025	GRAND CLIFFS ATTORNEY FEE	04/01/2025	720.00	.00		
1289	KELLY P.C.	MAY 2, 2025	GRAND CLIFFS ATTORNEY FEE	05/02/2025	495.00	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total 00-130-5560:					2,385.00	.00		
00-130-5585								
1289	KELLY P.C.	APRIL 1, 2025	ESTATES AT THE BLUFF ATTOR	04/01/2025	202.50	.00		
Total 00-130-5585:					202.50	.00		
Total Planning & Zoning:					3,564.00	.00		
Police								
00-140-5550								
1071	CARD SERVICES	4/30/25	LIDAR RECALIBRATION	04/30/2025	64.16	.00		
1689	EXECUTECH	DEN-215491	ON SITE SUPPORT & MAINT- A	05/01/2025	831.67	.00		
1628	LANGUAGE LINE SERVICES	11558788	INTERPRETATION SERVICES M	03/31/2025	71.96	.00		
1628	LANGUAGE LINE SERVICES	11585656	INTERPRETATION SERVICES A	04/30/2024	169.60	.00		
Total 00-140-5550:					1,137.39	.00		
00-140-6050								
1071	CARD SERVICES	4/30/25	CAT A ACCESS TO RECORD MG	04/30/2025	76.98	.00		
1269	INTELLICHOICE INC.	1233961	ANNUAL LICENSE & COURT SU	05/06/2025	2,107.07	.00		
1709	LEXISNEXIS RISK SOLUTIONS	1300121861	ANNUAL TRAX SUBS RENEWAL	04/30/2024	4,704.96	.00		
Total 00-140-6050:					6,889.01	.00		
00-140-6110								
1632	BRYSON HICKS	4/21/2025	PER DIEM 4/18/2025	04/21/2025	37.25	.00		
1071	CARD SERVICES	4/30/25	ANNUAL KOGA MEALS, LODGIN	04/30/2025	656.13	.00		
Total 00-140-6110:					693.38	.00		
00-140-6115								
1071	CARD SERVICES	4/30/25	USPS-MAIL LIDAR FOR RECALI	04/30/2025	28.00	.00		
1071	CARD SERVICES	4/30/25	MAIL EXPRESS CONSENT PAC	04/30/2025	2.59	.00		
Total 00-140-6115:					30.59	.00		
00-140-6120								
1071	CARD SERVICES	4/30/25	SMOKE ALARM	04/30/2025	82.98	.00		
1071	CARD SERVICES	4/30/25	SMOKE ALARM & CO2 ALARM	04/30/2025	88.12	.00		
Total 00-140-6120:					171.10	.00		
00-140-6240								
1071	CARD SERVICES	4/30/25	REPLACE BROKEN SCREEN P	04/30/2025	17.99	.00		
Total 00-140-6240:					17.99	.00		
00-140-6245								
1071	CARD SERVICES	4/30/25	8 X 8 PHONES	04/30/2025	153.92	.00		
1071	CARD SERVICES	4/30/25	CENTURY LINK	04/30/2025	4.33	.00		
1071	CARD SERVICES	4/30/25	CENTURY LINK	04/30/2025	4.33	.00		
1071	CARD SERVICES	4/30/25	VERIZON	04/30/2025	67.21	.00		
1086	CENTURY LINK	APR 19, 2025	970-724-3318 557B	04/19/2025	79.79	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total 00-140-6245:					309.58	.00		
00-140-6280								
1071	CARD SERVICES	4/30/25	OUTFITTING CHIEF	04/30/2025	131.49	.00		
Total 00-140-6280:					131.49	.00		
00-140-6300								
1357	MOUNTAIN PARKS ELECTRIC	4/21/2025	1318 PARK AVE PD	04/21/2025	107.30	.00		
1568	XCEL ENERGY	5/1/2025	1318 PARK AVE	05/01/2025	95.36	.00		
Total 00-140-6300:					202.66	.00		
00-140-6320								
1221	GRAND COUNTY ACCOUNTING	INV05362	POLICE FUEL & SURCHARGE	05/01/2025	735.20	.00		
Total 00-140-6320:					735.20	.00		
Total Police:					10,318.39	.00		
Highways & Streets								
00-150-5590								
1347	MID-AMERICAN RESEARCH CH	0847859-IN	JUDGEMENT DAY WEED SPRA	05/02/2025	1,300.00	.00		
Total 00-150-5590:					1,300.00	.00		
00-150-6110								
1300	KREMMLING MERCANTILE	01-532038	SCHOOL CLEAN UP	05/14/2025	10.38	.00		
Total 00-150-6110:					10.38	.00		
00-150-6120								
1071	CARD SERVICES	4/30/25	TENNIS COURT MAINT - SEAL	04/30/2025	315.92	.00		
1367	NORTHWEST RANCH SUPPLY	4/25/2025	2 X 10 LUMBER	04/25/2025	17.99	.00		
1367	NORTHWEST RANCH SUPPLY	4/25/2025	WHITE MARKING PAINT	04/25/2025	325.04	.00		
Total 00-150-6120:					658.95	.00		
00-150-6126								
1367	NORTHWEST RANCH SUPPLY	4/25/2025	COLD PATCH	04/25/2025	895.44	.00		
Total 00-150-6126:					895.44	.00		
00-150-6135								
1306	K-TOWN NAPA	070717	RELAY SWITCH	04/29/2025	24.99	.00		
Total 00-150-6135:					24.99	.00		
00-150-6140								
1071	CARD SERVICES	4/30/25	ARTIC CAT CARB REPAIR KIT	04/30/2025	35.23	.00		
1306	K-TOWN NAPA	071067	WATER PUMP FOR DURANGO	05/07/2025	77.99	.00		
1306	K-TOWN NAPA	071106	WATER PUMP REPAIR	05/08/2025	7.09	.00		
1306	K-TOWN NAPA	071124	WATER PUMP REPAIR	05/08/2025	74.45	.00		
1367	NORTHWEST RANCH SUPPLY	4/25/2025	3/8 BOLTS	04/25/2025	26.90	.00		
1382	O'REILLY AUTO ENTERPRISES,	5989-205541	OIL CHANGE 4 DOOR CO	01/22/2025	79.99	.00		
1382	O'REILLY AUTO ENTERPRISES,	5989-210327	MOTOR OIL & WIPER BLADES	04/18/2025	174.82	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
1382	O'REILLY AUTO ENTERPRISES,	5989-210332	OIL FILTER CHEVY	04/18/2025	23.41	.00		
1382	O'REILLY AUTO ENTERPRISES,	5989-210971	BATTERY TERMINAL KIT	04/29/2025	18.99	.00		
Total 00-150-6140:					518.87	.00		
00-150-6240								
1062	BUCKEYE WELDING SUPPLY C	0005106147	OXYDEN CYLINDER RENTAL	04/25/2025	7.65	.00		
1071	CARD SERVICES	4/30/25	FIX BROKEN / CRACKED STRA	04/30/2025	16.99	.00		
1367	NORTHWEST RANCH SUPPLY	4/25/2025	SAWZALL BLADES	04/25/2025	29.99	.00		
1367	NORTHWEST RANCH SUPPLY	4/25/2025	GLOVES	04/25/2025	11.49	.00		
1367	NORTHWEST RANCH SUPPLY	4/25/2025	TARP	04/25/2025	29.99	.00		
Total 00-150-6240:					96.11	.00		
00-150-6310								
1357	MOUNTAIN PARKS ELECTRIC	4/21/2025	SL ONLY	04/21/2025	1,385.64	.00		
1357	MOUNTAIN PARKS ELECTRIC	4/21/2025	1318 PARK AVE PD	04/21/2025	107.31	.00		
1357	MOUNTAIN PARKS ELECTRIC	4/21/2025	PARK AVE & 1ST ST S	04/21/2025	57.72	.00		
1357	MOUNTAIN PARKS ELECTRIC	4/21/2025	3RD ST BTWN PARK AND EAGL	04/21/2025	47.89	.00		
1357	MOUNTAIN PARKS ELECTRIC	4/21/2025	PARK AVE AND 1ST ST N	04/21/2025	46.98	.00		
1357	MOUNTAIN PARKS ELECTRIC	4/21/2025	4TH ST BTWN PARK AND CENT	04/21/2025	45.69	.00		
1357	MOUNTAIN PARKS ELECTRIC	4/21/2025	PARK AVE & 5TH ST	04/21/2025	44.91	.00		
1357	MOUNTAIN PARKS ELECTRIC	4/21/2025	1421 PARK AVE	04/21/2025	43.10	.00		
Total 00-150-6310:					1,779.24	.00		
00-150-6500								
1300	KREMMLING MERCANTILE	01-511184	SOAP FOR SHOP	04/25/2025	56.75	.00		
Total 00-150-6500:					56.75	.00		
Total Highways & Streets:					5,340.73	.00		
Cemetery								
00-155-5590								
1347	MID-AMERICAN RESEARCH CH	0847859-IN	JUDGEMENT DAY WEED SPRA	05/02/2025	936.00	.00		
1367	NORTHWEST RANCH SUPPLY	4/25/2025	EZ-HERBICIDE	04/25/2025	413.50	.00		
Total 00-155-5590:					1,349.50	.00		
00-155-5592								
1367	NORTHWEST RANCH SUPPLY	4/25/2025	GOPHER POISON	04/25/2025	143.33	.00		
Total 00-155-5592:					143.33	.00		
00-155-6300								
1357	MOUNTAIN PARKS ELECTRIC	4/21/2025	1400 EAGLE AVE	04/21/2025	39.34	.00		
Total 00-155-6300:					39.34	.00		
Total Cemetery:					1,532.17	.00		
Parks								
00-158-5590								
1347	MID-AMERICAN RESEARCH CH	0847859-IN	JUDGEMENT DAY WEED SPRA	05/02/2025	1,514.00	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total 00-158-5590:					1,514.00	.00		
00-158-5592								
1367	NORTHWEST RANCH SUPPLY	4/25/2025	GOPHER REPELANT	04/25/2025	28.08	.00		
Total 00-158-5592:					28.08	.00		
00-158-6135								
1306	K-TOWN NAPA	070944	4-WHEELER BATTERY	05/05/2025	141.79	.00		
1367	NORTHWEST RANCH SUPPLY	4/25/2025	5/16 BOLTS	04/25/2025	6.59	.00		
Total 00-158-6135:					148.38	.00		
00-158-6300								
1357	MOUNTAIN PARKS ELECTRIC	4/21/2025	2305 CENTRAL AVE	04/21/2025	411.87	.00		
1357	MOUNTAIN PARKS ELECTRIC	4/21/2025	GRAND AVE & 5TH ST	04/21/2025	74.45	.00		
1357	MOUNTAIN PARKS ELECTRIC	4/21/2025	203 PARK AVE	04/21/2025	49.29	.00		
1357	MOUNTAIN PARKS ELECTRIC	4/21/2025	DOC CERIANI PARK	04/21/2025	39.47	.00		
1357	MOUNTAIN PARKS ELECTRIC	4/21/2025	303 S 8TH ST	04/21/2025	39.09	.00		
Total 00-158-6300:					614.17	.00		
Total Parks:					2,304.63	.00		
Airport								
00-160-6300								
1357	MOUNTAIN PARKS ELECTRIC	4/21/2025	450 AIRPORT	04/21/2025	223.67	.00		
Total 00-160-6300:					223.67	.00		
Total Airport:					223.67	.00		
Total General:					123,710.47	17,500.00		
Water								
Water Admin								
02-625-5500								
1289	KELLY P.C.	MAY 2, 2025	WATER ATTORNEY FEES	05/02/2025	3,600.00	.00		
1501	THE WHITMER LAW FIRM LLC	8506	ADMINISTRATIVE ATTORNEY F	04/30/2025	27.50	.00		
Total 02-625-5500:					3,627.50	.00		
02-625-5550								
1689	EXECUTECH	DEN-215491	ON SITE SUPPORT & MAINT- A	05/01/2025	831.66	.00		
Total 02-625-5550:					831.66	.00		
02-625-6050								
1704	GRAND COUNTY WATER INFOR	25-1015	2025 MEMBERSHIP DUES	03/05/2025	540.00	.00		
Total 02-625-6050:					540.00	.00		
02-625-6110								
1071	CARD SERVICES	4/30/25	PSI EXAM	04/30/2025	104.00	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total 02-625-6110:					104.00	.00		
02-625-6320								
1221	GRAND COUNTY ACCOUNTING	INV05362	WATER FUEL & SURCHARGE	05/01/2025	456.06	.00		
Total 02-625-6320:					456.06	.00		
Total Water Admin:					5,559.22	.00		
Water Plant								
02-630-5550								
1622	STILLWATER TECH LLC	1109	WATER PLANT ORC	04/30/2025	5,665.00	.00		
Total 02-630-5550:					5,665.00	.00		
02-630-6240								
1300	KREMMLING MERCANTILE	01-527347	DISTILLED WATER	05/09/2025	30.71	.00		
1367	NORTHWEST RANCH SUPPLY	4/25/2025	RUBBER BOOTS	04/25/2025	115.00	.00		
1532	USA BLUEBOOK	INV00683703	4 CL 17 REAGENT KITS	04/16/2025	337.18	.00		
Total 02-630-6240:					482.89	.00		
02-630-6245								
1071	CARD SERVICES	4/30/25	8 X 8 PHONES	04/30/2025	76.97	.00		
1071	CARD SERVICES	4/30/25	VERIZON	04/30/2025	13.44	.00		
1086	CENTURY LINK	APR 19, 2025	970-724-3249 366B SPLIT W SA	04/19/2025	228.40	.00		
1086	CENTURY LINK	APR 19, 2025	970-724-3862 545B	04/19/2025	175.39	.00		
Total 02-630-6245:					494.20	.00		
02-630-6300								
1071	CARD SERVICES	4/30/25	VISIONARY	04/30/2025	121.38	.00		
1357	MOUNTAIN PARKS ELECTRIC	4/21/2025	WTR FILTRA PLNT	04/21/2025	2,893.17	.00		
Total 02-630-6300:					3,014.55	.00		
02-630-6410								
1159	PVS DX, INC	737001351-25	CHLORINE CYL REFILL	05/06/2025	552.25	.00		
1159	PVS DX, INC	DE73000277-2	CHLORINE CYL REFILL	04/30/2025	100.00	.00		
Total 02-630-6410:					652.25	.00		
02-630-7000								
1171	BOWMAN CONSULTING GROU	490704	WTP PROJECT 100% PLAN CO	04/30/2025	4,465.00	.00		
Total 02-630-7000:					4,465.00	.00		
Total Water Plant:					14,773.89	.00		
Water Distribution								
02-640-5550								
1618	UTILITY NOTIFICATION CENTE	225040840	DIG 811	04/30/2025	3.10	.00		
Total 02-640-5550:					3.10	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
02-640-6300								
1357	MOUNTAIN PARKS ELECTRIC	4/21/2025	WATER TANK	04/21/2025	41.68	.00		
Total 02-640-6300:					41.68	.00		
Total Water Distribution:					44.78	.00		
Water Supply								
02-660-6300								
1357	MOUNTAIN PARKS ELECTRIC	4/21/2025	WATER PUMP STATION #2	04/21/2025	324.89	.00		
Total 02-660-6300:					324.89	.00		
02-660-6710								
1352	MIDDLE PARK WATER CONSER	1075	120 ACRE FOOT	04/21/2025	1,200.00	.00		
Total 02-660-6710:					1,200.00	.00		
Total Water Supply:					1,524.89	.00		
Total Water:					21,902.78	.00		
Solid Waste								
Solid Waste Expenditures								
15-800-5550								
1420	RANCH CREEK WASTE	53373	TRASH SERVICE 3/16/25 - 4/15/	04/15/2025	29,964.32	.00		
1420	RANCH CREEK WASTE	54490	TRASH SERVICE 4/16/25 - 5/15/	05/15/2025	29,586.13	.00		
Total 15-800-5550:					59,550.45	.00		
15-800-6072								
1665	UPPER CASE PRINTING, INK.	3114	YELLOW UTILITY CARDS	05/06/2025	49.40	.00		
Total 15-800-6072:					49.40	.00		
15-800-6115								
1644	FREEDOM MAILING SERVICES,	50253	POSTCARD UTILITY BILLS - SP	04/18/2025	246.43	.00		
Total 15-800-6115:					246.43	.00		
Total Solid Waste Expenditures:					59,846.28	.00		
Total Solid Waste:					59,846.28	.00		
Grand Totals:					205,459.53	17,500.00		

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 March 19, 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, Wes Howell, Erik Woog, Dave Sammons, Brad Perry, Brady Mathis, and Leo Pesch. Staff present: Town Clerk & Treasurer Teagan Serres and Chief of Police Jesse Lisenby. Chris Masar, Contracted Town Planner was present virtually.

Conflicts of Interest: None.

Additions/Deletions to the Agenda: None.

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

There were no citizen comments.

Consent Agenda

- Expenditures Dated February 20, 2025 - March 19, 2025
- Recording of Proceedings from February 17, 2025, Special Meeting
- Recording of Proceedings from February 19, 2025, Regular Meeting
- Recording of Proceedings from February 24, 2025, Special Meeting
- Recording of Proceedings from March 6, 2025, Special Meeting
- Recording of Proceedings from March 7, 2025, Special Meeting
- Recording of Proceedings from March 14, 2025, Special Meeting

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

Staff Reports:

- Public Works & Town Engineer

Public Works Director Dillon Willson was absent from the meeting, so Town Clerk and Treasurer Teagan Serres presented the Public Works staff report. The Board of Trustees expressed concerns about waiting until Memorial Day to replace the large American flag at the west end of town, and they requested that the new flag be installed sooner.

- Kremmling Police Department

Chief of Police Jesse Lisenby reported that the High Visibility Enforcement (HVE) program hours have increased due to entering the summer months. He plans to renew the HVE Grant with the Grand County Sheriff’s Office in June. All officers will participate in training this spring without interrupting services. Chief Lisenby is reviewing Use by Special Review Permits approved in the last ten years and will report to the Planning Commission and Board of Trustees on any approvals that haven't met their conditions. He has applied for the 2025 Justice Assistance Grant (JAG) and expects a response in June. Additionally, the Peace Officer Standards and Training (POST) Grant is open until March 31, 2025. This reimbursement grant will cover eligible expenses for police training and equipment. Chief Lisenby plans to seek reimbursement for training costs anticipated in the state’s 2025 fiscal year, which would offset already budgeted expenses. The Board of Trustees supports this application. TRUSTEE MATHIS asked for clarification on the HVE program, which Chief Lisenby explained is a DUI enforcement initiative that reimburses the Town for officers’ overtime costs.

- Town Clerk & Treasurer

Town Clerk and Treasurer Teagan Serres reported that significant time has been spent on the Town Manager hiring process, as well as preparing for and facilitating meetings with five meetings in February and eight in March. A pre-application meeting for a Use by Special Review application was held with Planning Commission Chair Alan Hassler, who will support these meetings until a Town Manager is hired. He plans to recuse himself from discussions once an application is submitted and will disclose any ex parte communication at the public hearing, allowing the applicant to request his recusal if they wish. So far, \$2,194 has been collected from \$13,474 in tax liens, and while there have been some inquiries about the Treasurer/Finance

Director position, no applications have been received yet. The 2024 audit is set for the week of June 16, 2025.

New Business

1. Public Hearing: Discussion & Action Item. Rezoning Application at 416 S 3rd Street from Multiple Family Residential (R-2) to Industrial, *Nick Potohnick*.

MAYOR HOWELL opened the Public Hearing on the rezoning application at 416 S 3rd Street from Multiple Family Residential (R-2) to Industrial.

Chris Masar provided the staff presentation for a request to rezone the property located at 416 3rd Street from Multiple Family Residential (R-2) to Industrial (I). The applicant, Nick Potohnick, aims to align the property's zoning with its current and historical use as a light industrial storage facility since approximately 1946. The property includes a 2,800 sq. ft. office warehouse and a 655 sq. ft. shed. While the proposed rezoning adheres to most criteria, such as consistency with the Comprehensive Plan and compatibility with nearby industrial uses, it is important to note that a variance was previously granted by the Board of Adjustment for a three-foot-four-inch (3' 4") setback. Additionally, a Use by Special Review application was approved on March 18, 2025, allowing for an 8-foot fence. The Planning and Zoning Commission recommended approval of the rezoning request during their meeting on March 18, 2025. Staff also recommends approval, concluding that the application meets all criteria required by the Kremmling Municipal Code.

MAYOR HOWELL asked for public comments, and there were none. MAYOR HOWELL closed the Public Hearing at 6:18 p.m.

The Board of Trustees discussed the rezoning application and deliberated that the application makes sense and is consistent with the use of the property as well as the surrounding area.

TRUSTEE SAMMONS MOTION TO APPROVE the Rezoning request from Multiple Family Residential (R-2) to Industrial (I) located at 416 3rd Street, finding the application meets all criteria required in §17.05.020.D of the KMC. TRUSTEE PESCH SECONDS. Voice vote taken: 6 “aye” votes, 0 “nay” votes. MOTION PASSED.

2. Discussion & Action Item. Estates at the Bluff Annexation Agreement Negotiations Report.

Town Clerk & Treasurer Teagan Serres reported on the Estates at the Bluff Annexation Agreement Negotiations. Discussions have been held with the property owner regarding annexation terms, with specific points of contention including water system development fees, the upgrade fee for a larger tap, and a contribution towards a future sidewalk. The owner disputes the current \$10,000 per tap fee for 36 mobile homes (\$360,000 total), offering \$198,000 based on a prior \$5,500 rate, and requests that the sidewalk payment be reduced from \$75,000 to \$25,000. Additionally, the owner agreed to pay \$12,000 for the tap upgrade. The Board is asked to provide direction on whether to accept the water tap fees at the current or old rates, and the appropriate amount for the sidewalk payment. The owner believes their offered amounts are reasonable considering the long-standing history and their willingness to pay for the tap fees at the old rate.

Discussion included the following topics:

- Clarification regarding the owner's opportunity to construct the sidewalk at their own cost. It was decided to seek input from the Public Works Director and the Town Engineer on this matter.
- Concerns regarding the distance between mobile homes and street widths, as they may not meet the Kremmling Municipal Code requirements. Clarification is needed regarding when this issue could be addressed.
- Clarification regarding the mobile homes' ability to each have a curbstops and the ability to be individually metered. Ms. Serres clarified that the new mobile homes each have a curb stop and are individually metered. The same can eventually be implemented for the older existing homes.
- Clarification regarding the benefit to the Town if the property is annexed.
- Clarification regarding who would be responsible for the infrastructure if annexed.

The Board of Trustees discussed the need for more information before making any decisions or taking further action. They expressed that they would be comfortable with paying tap fees at the previous rate but require clarification on several issues, including sidewalks, curbstops, meter

pits, the distance between homes, and street widths. The Board concluded that it would be best to wait until a new Town Manager is onboarded, as that person could take over negotiations and provide additional information to the Board.

3. Discussion & Action Item. Planning and Land Use Development Process Review & Part-Time Planner Job Description.

Ms. Serres explained that the Mayor and Board had expressed concerns about the current arrangement with Community Planning Strategies (CPS) for planning services and regarding the Town Manager serving as Planning Director. The options discussed included continuing the contract with CPS, putting the contract out for bid, or hiring a part-time planner. Ms. Serres reported that the town paid CPS \$84,452.21 in 2024, with a net cost of \$23,821.34 to the town; the remainder was subject to reimbursement from developers and applicants. She also indicated that available administrative salaries could potentially fund a part-time planner at a rate of \$25 to \$30 per hour for 20 hours a week. Staff requested direction from the Board on how to proceed, considering the options of continuing with CPS, bidding the contract, or hiring a part-time planner.

The Board of Trustees discussed and deliberated on hiring a part-time planner with a pay range of \$40 to \$50 per hour. They will also continue to utilize CPS for on-call services as needed, which will be determined by the Town Manager and the Board of Trustees on a case-by-case basis. The Board directed staff to post the job description for the part-time planner tomorrow, reflecting the pay range of \$40 to \$50 per hour.

4. Discussion & Action Item. Resolution No. 2025-03-01 A Resolution of the Board of Trustees of the Town of Kremmling Making an Appointment to the Colorado River Basin Round Table.

Ms. Serres presented Resolution No. 2025-03-01 and explained that the Colorado River Basin Round Table is a collaborative body focused on water management within the Colorado River Basin. Each town in Grand County collectively appoints one member with a three-year staggered term. Adam Cwiklin, with extensive experience in natural resource management, water policy, and community service, is the sole person who has expressed interest. His qualifications include a Bachelor of Science in Natural Resource Biology, decades of experience in water resource management, including a role as Fraser's water and wastewater superintendent, and ongoing commitments to local water stewardship.

The Board of Trustees did not have any questions or concerns regarding Resolution No. 2025-03-01.

TRUSTEE PERRY MOTION TO APPROVE Resolution No. 2025-03-01 as presented.
TRUSTEE MILLER SECONDS. Voice vote taken: 6 “aye” votes, 0 “nay” votes. MOTION PASSED.

5. Discussion Item. Treasurer’s Report.

Ms. Serres provided the Treasurer's Report. The 2023 audit was completed in August 2024, with positive results and resolution of any negative issues. The 2024 audit is scheduled for the week of June 16th. The 2025 budget is being closely monitored. Sales tax budget figures for 2021-2025 were presented, showing an increasing trend. Water Sales for 2024 totaled \$660,327.80, and 2025 sales are projected at \$1,147,583. Loan payments for 2025 related to water are significant, totaling \$629,565.06. Reserve fund requirements per the Comprehensive Financial Management Policy (CFMP) were discussed, with 41% of operating costs (or 150 days) being the target. Water Enterprise and General Fund reserve amounts held at COLOTRUST and CSAFE were detailed, along with the General Account at United Business Bank.

6. Executive Session pursuant to C.R.S. Section 24-6-402(4)(e) for the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators – **Regarding Town Manager Contract**

TRUSTEE MATHIS MOTION TO ENTER EXECUTIVE SESSION pursuant to C.R.S. Section 24-6-402(4)(e) for the purpose of determining positions relative to matters that may be subject to

negotiations, developing strategy for negotiations, and/or instructing negotiators – Regarding Town Manager Contract. TRUSTEE SAMMONS SECONDS. Roll Call Vote was taken, Trustee Perry, Trustee Mathis, Trustee Sammons, Trustee Pesch, Trustee Woog, and Trustee Miller. 6 “aye” votes, 0 “nay” votes; MOTION PASSED.

The Executive Session concluded at 8:18 p.m., and no decisions were made during the Executive Session. The recording will reside with the Town for 90 days. Those present during the executive session were Mayor Howell, Trustee Perry, Trustee Miller, Trustee Mathis, Trustee Woog, Trustee Sammons, Trustee Pesch, Town Clerk & Treasurer Teagan Serres, and Chief of Police Jesse Lisenby.

7. Report from Executive Session (if needed)

a. Discussion/Direction/Action on Town Manager Contract

MAYOR HOWELL reported that the Board of Trustees met in an executive session to discuss the Town Manager contract and negotiations related to the contract. He further reported that the Mayor will continue negotiations with the Town Manager candidates.

Board of Trustees Reports & Future Agenda Items for Consideration:

MAYOR HOWELL reiterated that the job description for the part-time planner position will be posted tomorrow, March 20, 2025. It will be available internally until March 27, 2025, after which it will be posted publicly if there are no internal applicants. TRUSTEE SAMMONS reported that he has spoken with the contractor responsible for larvicide mosquito operations, and everything is ready to proceed, with operations set to begin in April or May. He also mentioned that aerial spraying may be necessary by the third weekend in June.

Adjournment:

TRUSTEE SAMMONS MOTION TO ADJOURN. Voice vote taken; all “aye” votes. The meeting was adjourned at 8:27 PM.

Teagan Serres, Town Clerk

Wes Howell, Mayor

RECORD OF PROCEEDINGS

TOWN OF KREMMLING SPECIAL TOWN BOARD MEETING April 2, 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, Wes Howell, Erik Woog, Brady Mathis, Dave Sammons, and Leo Pesch. Trustee Brad Perry absent. Staff present: Public Works Director Dillon Willson, Chief of Police Jesse Lisenby, and Utility Billing Clerk Trista Petefish.

Conflicts of Interest: None.

Additions/Deletions to the Agenda: None.

Agenda Items:

- 1. Discussion & Action Item.** Resolution No. 2025-04-01 A Resolution of the Kremmling Board of Trustees Appointing a Town Manager and Approving a Town Manager Employment Agreement.

MAYOR HOWELL presented Resolution No. 2025-04-01 and the draft employment agreement for Jennifer MacPherson with a starting date of April 14, 2025. TRUSTEE WOOG requested clarification regarding whether legal counsel reviewed the contract. MAYOR HOWELL responded Yes.

TRUSTEE WOOG MOTION TO APPROVE Resolution No. 2025-04-01 as presented.

TRUSTEE SAMMONS SECONDS. Voice vote taken: 5 “aye” votes, 0 “nay” votes. MOTION PASSED.

Adjournment:

TRUSTEE SAMMONS MOTION TO ADJOURN. Voice vote taken; 5 “aye” votes, 0 “nay” votes. MEETING ADJOURNED at 6:03 PM.

Teagan Serres, Town Clerk

Wes Howell, Mayor

RECORD OF PROCEEDINGS

TOWN OF KREMMLING REGULAR TOWN BOARD MEETING April 16, 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, Wes Howell, Erik Woog, Dave Sammons, Brad Perry, Brady Mathis, and Leo Pesch. Staff present: Town Manager Jen MacPherson, Town Clerk & Treasurer Teagan Serres, Public Works Director Dillon Willson, Chief of Police Jesse Lisenby, Town Planner Alan Hassler, and Contracted Town Engineer Mike Hager.

Conflicts of Interest: None.

Additions/Deletions to the Agenda: Ms. Serres requested the removal of the Recordings of Proceedings from the agenda for March 19, 2025, and April 2, 2025, as they are not ready for action. She also asked to remove the Planning Commission appointment, noting that staff had included it on the agenda in case a letter of interest was submitted, but no such letters have been received. The Mayor and Board of Trustees expressed no concerns regarding these deletions from the agenda.

Correspondence

- Planning Commission Vacancy
- Letter of Support for Community Heart and Soul Initiative

There were no questions or comments regarding the correspondence.

Mayoral Announcements, Proclamations, and Appointments

- Appointment to the Planning Commission

This item was removed from the agenda during Additions/Deletions to the agenda.

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

Nick Baker, *County Road 1018*, commented regarding the absence of a marijuana ballot initiative discussion on the agenda after the Board of Trustees discussed they would consider it at the February 19, 2025, regular meeting.

Consent Agenda

- Expenditures Dated March 20, 2025 - April 16, 2025
- Recording of Proceedings from March 19, 2025, Regular Meeting
- Recording of Proceedings from April 2, 2025, Special Meeting

The Recordings of Proceedings from March 19, 2025, and April 2, 2025, were removed from the agenda during Additions/Deletions to the Agenda.

TRUSTEE MILLER MOTION TO APPROVE the Consent Agenda. TRUSTEE PERRY SECONDS. Voice vote taken: 6 “aye” votes, 0 “nay” votes. MOTION PASSED.

Staff Reports:

- Public Works & Town Engineer

Public Works Director Dillon Willson reported he has obtained the Class A Water Operator license. He also reported he has been working with the Recreation Coordinator regarding applying for the State Board land lease for the property behind the Red Mountain Sports Complex.

- Kremmling Police Department

Chief of Police Jesse Lisenby reported that there is a slight decrease in calls for service, but an increase in officer-initiated activity such as traffic stops and directed patrols, partially due to High Visibility Enforcement (HVE) efforts. Discussions at the monthly Grand County Chief's meeting included the potential deputization of municipal officers by the Grand County Sheriff's Office, which would expand their jurisdiction and provide legal coverage for activities outside of

Kremmling. The report also highlights increased HVE enforcement, code enforcement activities, including the review of special review records and investigation of a nuisance property, and a planned application for a CIRSA grant to reimburse training expenses.

- **Town Clerk & Treasurer**

Town Clerk and Treasurer Teagan Serres reported that her focus was on catching up after an extended leave, preparing meeting documents, handling land use inquiries, onboarding a new planner, meeting with town officials, and assisting with the new Town Manager's onboarding. The Treasurer reported on filed tax liens and payments received, the upcoming completion of a DOLA assessment report, inquiries but no applications for the Treasurer/Finance Director position, and the scheduling of the 2024 Audit for mid-June.

- **Town Manager**

Town Manager Jen MacPherson reported it is her third day on the job and she has been working on getting onboard, meeting with staff members, taking tours of Town facilities, and getting up to speed on the water treatment plant plans.

- **Town Planner**

The Mayor and Board of Trustees added the Town Planner to the staff reports. Town Planner Alan Hassler reported he has been working on getting onboarded and reviewing applications. He outlined current and upcoming applications that may go to the Planning Commission and Board of Trustees for approval.

Presentations

1. Kremmling Area Chamber of Commerce Quarterly Update

Brittany VanderLinden, Executive Director of the Kremmling Area Chamber of Commerce, presented an update on the Chamber's activities for the first quarter of 2025. The presentation covered various marketing efforts, with a focus on the Wolford Ice Fishing Tournament and strategic social media engagement. Additionally, it addressed funding changes resulting from the passage of Ballot Issue 1A in November of 2024.

The report also highlighted tourism numbers from 2024, staffing updates within the Chamber, and plans for upcoming events, including Kremmling Days and Music & Market in the Square. Ms. VanderLinden provided a financial summary for Quarter 1, reporting a net income of \$40,637.30 for the Chamber.

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 6:18 PM. TRUSTEE MATHIS SECONDS. Roll call vote was taken; Trustee Miller “aye”, Trustee Sammons “aye”, Trustee Woog “aye”, Trustee Pesch “aye”, Trustee Perry “aye”, and Trustee Mathis “aye”. 6 “aye” votes, 0 “nay” votes. MOTION PASSED.

Liquor Consent Agenda

1. Annual Renewal of The Moose Cafe Hotel & Restaurant Liquor License at 115 W Park Avenue
2. Annual Renewal of The Grand Old West Hotel & Restaurant Liquor License at 106 Park Avenue
3. Annual Renewal of The Kremmling Mercantile Retail Liquor Store License at 101 Martin Way

Ms. Serres presented the Liquor Consent Agenda, reporting that The Moose Cafe, The Grand Old West, and the Kremmling Mercantile have all submitted their annual renewal for their on-premises liquor licenses. A review of the applications found that the establishments are in good standing with the Colorado Secretary of State, the establishments are current with sales tax, and the Kremmling Police Department reported no issues directly related to the establishments' liquor licenses. The establishments have legal possession of the premises, and there were no issues or concerns during a visual inspection of the premises.

TRUSTEE MILLER MOTION TO APPROVE the Liquor Consent Agenda. TRUSTEE PERRY SECONDS. Voice vote taken: 6 “aye” votes, 0 “nay” votes. MOTION PASSED.

Liquor New Business

- 1. Public Hearing:** Special Event Permit Application for Middle Park Fair and Rodeo at 210 11th Street
- 2. Public Hearing:** Special Event Permit Application for Kremmling Area Chamber of Commerce at 203 Park Avenue
- 3. Public Hearing:** Special Event Permit Application for Kremmling Area Chamber of Commerce at 210 11th Street

MAYOR HOWELL opened the Public Hearing for the Special Event Permit Applications for Middle Park Fair & Rodeo and the Kremmling Area Chamber of Commerce at 6:21 PM.

Ms. Serres reported that Middle Park Fair & Rodeo and the Kremmling Area Chamber of Commerce have applied for Special Event Permit Liquor Licenses for various dates in 2025. Middle Park Fair & Rodeo seeks a license for May 3 and from August 4 to August 10, while the Chamber is requesting licenses for multiple dates in June, July, and two additional dates in August and November. Both applicants are in good standing with the Colorado Secretary of State and comply with the state's annual limits on Special Event Liquor Licenses. They have obtained permission from property owners, paid necessary fees, and plan to implement measures to control liquor service during their events. Notices have been posted for the required 10 days prior to the application consideration. The Chamber's events include Music and Market in the Square, Kremmling Days, a Community Event during the Fair, and the annual Chamber Banquet.

MAYOR HOWELL asked for public comments, and there were none. MAYOR HOWELL closed the Public Hearing at 6:24 PM.

The Board of Trustees did not have any questions or concerns regarding the Special Event Permit applications.

TRUSTEE SAMMONS MOTION TO APPROVE the Middle Park Fair & Rodeo Special Event Permit at 210 11th Street. TRUSTEE WOOG SECONDS. Voice vote taken: 6 “aye” votes, 0 “nay” votes. MOTION PASSED.

TRUSTEE SAMMONS MOTION TO APPROVE the Kremmling Area Chamber of Commerce Special Event Permit at 210 11th Street and 203 Park Avenue. TRUSTEE PESCH SECONDS. Voice vote taken: 6 “aye” votes, 0 “nay” votes. MOTION PASSED.

Adjournment of Local Liquor Licensing Authority:

TRUSTEE WOOG MOTION to adjourn the Local Liquor Licensing Authority and reconvene the Regular Meeting of the Board of Trustees at 6:26 PM. TRUSTEE SAMMONS SECONDS. Roll call vote was taken; Trustee Miller “aye”, Trustee Sammons “aye”, Trustee Woog “aye”, Trustee Pesch “aye”, Trustee Perry “aye”, and Trustee Mathis “aye”. 6 “aye” votes, 0 “nay” votes. MOTION PASSED.

New Business

- 1. Discussion & Action Item.** 90% Water Treatment Plant Design Presentation.

Mr. Willson and Hensel Phelps presented the 90% design for the Water Treatment Plant. They explained that the Town has secured \$16.9 million in funding, while the 90% design costs \$18.1 million. The staff's goal is to work through the project and its finances in order to identify additional funding to bridge the gap.

Discussion included the following topics:

- Clarification regarding comfort with the contingency amount.
 - Staff has confirmed their comfort with the 3.5% contingency amount.
- Clarification regarding preparedness for winter construction prices.
 - Staff stated that winter construction prices have been factored into the pricing.
- Clarification regarding the timeline for generator assessment.

- Staff is actively working to determine whether the current generator can be used as a cost-saving measure. They noted that there are many variables involved, but a decision is expected within a few weeks.
- Clarification regarding the necessity of earthwork costs for tanks.
 - Staff confirmed that the earthwork costs for the tanks are necessary. The additional tank is a critical design component for the ultra-filtration process and serves a purpose beyond just providing extra storage.
- Potential FEMA assistance for generator purchase.
 - Staff indicated that it may be possible for FEMA to assist with the purchase of a generator and will explore grant opportunities.
- Clarification regarding the variance in demolition costs.
 - Staff explained that certain variables related to the septic tank and leachfields were not considered or presented at the 60% design phase. Consequently, a significant amount was shifted from the earthworks budget to the demolition budget.

TRUSTEE PERRY MOTION TO APPROVE the 90% Water Treatment Plant Design.
TRUSTEE SAMMONS SECONDS. Voice vote taken: 6 “aye” votes, 0 “nay” votes. MOTION PASSED.

2. Discussion & Action Item. Roadway Master Plan Presentation.

Mike Hager provided the Roadway Master Plan Presentation. The plan details a full roadway condition evaluation, cost estimates, and serves as a tool for future planning, annual budgeting, and grant applications. Key components include roadway inspection and evaluation, recommendations for maintenance and replacements, cost estimates, concrete curb, gutter, and sidewalk replacements, and drainage improvements. Existing conditions show 13 miles of roadway, with 96% paved and 4% gravel, and varying conditions from good (10%) to fair (55%) to poor (35%). Several streets are listed for roadway conditions, curb and gutter replacements, and existing and proposed storm drainage system improvements. General maintenance techniques like crack sealing, slurry seal, chip seal, and asphalt mill and overlay, as well as asphalt and subgrade replacements, are mentioned with their typical lifespans. The master roadway evaluation includes a cost breakdown for various maintenance, replacement, and construction costs, totaling \$16,166,092 for the project. Finally, a projection of costs over ten years (2025-2034) is provided, showing the annual increase for maintenance, concrete and drainage, and roadway replacement, with a 10-year total increase of \$6,843,297.52.

Discussion included the following topics:

- Clarification regarding the breakdown of worst to best areas and the priority of replacement.
 - Mr. Hager confirmed the Master Plan outlines recommended priorities; however, ultimately, staff and the Board of Trustees are up to prioritization.
- Clarification regarding opportunities for grants.
 - Staff confirmed there are some DOLA or CDOT grants available for assistance.

3. Discussion & Action Item. Resolution No. 2025-04-02 A Resolution Authorizing a Partial Reduction in the Performance Guarantee for the Grand Cliffs Subdivision, Filing No. 1.

Mr. Hager presented Resolution No. 2025-04-02, regarding a partial reduction in the Performance Guarantee for the Grand Cliffs Subdivision, Filing No. 1. Grand Cliffs, LLC, requested a reduction to their Letter of Credit based on completed public improvements, which was initially set at \$2,178.73. The Subdivision Agreement dated May 11, 2024, and Section 16.06.080(4) of the Kremmling Municipal Code allows for partial reductions of the Performance Guarantee as improvements are completed, provided that 125% of the estimated cost of incomplete improvements is retained and the last 20% is held until all improvements are accepted and warranty periods expire. Mr. Hager reported that, according to the as-built calculations, Grand Cliffs Letter of Credit can be reduced by \$587,265.34.

TRUSTEE WOOG MOTION TO APPROVE Resolution No. 2025-04-02 with \$587,265.34 as the amount to be reduced and the Town to continue to hold \$1,591,464.66. TRUSTEE PESCH SECONDS. Voice vote taken: 6 “aye” votes, 0 “nay” votes. MOTION PASSED.

4. Discussion & Action Item. Ordinance No. 723 An Ordinance Amending Title 12 of the Kremmling Municipal Code Regarding Community Event Permits.

Ms. Serres presented Ordinance No. 723, which proposes amendments to Title 12 of the Kremmling Municipal Code concerning Community Event Permits. This ordinance aims to establish clear policies and procedures for issuing permits for community events on Town-owned property, defined as gatherings of 50 or more people requiring exclusive use of Town property or temporary closure of public rights-of-way. Key aspects of the ordinance include criteria for denial, application priorities, issuance conditions, liability requirements, permittee duties, and revocation procedures. A Community Event Permit Application was reviewed, detailing information required from applicants, such as event details, plans for trash and cleanup, insurance, and fees. The proposed permit application fee is \$200, with a \$250 refundable damage deposit.

The Board of Trustees did not have any questions or concerns regarding Ordinance No. 723.

TRUSTEE MILLER MOTION TO APPROVE Ordinance No. 723 as presented. TRUSTEE WOOG SECONDS. Voice vote taken: 6 “aye” votes, 0 “nay” votes. MOTION PASSED.

5. Discussion & Action Item. Resolution No. 2025-04-03 A Resolution of the Board of Trustees of the Town of Kremmling, Colorado, Adopting an Amended 2025 Fee Schedule for the Town.

Ms. Serres presented Resolution No. 2025-04-03, adopting an amended 2025 Fee Schedule for the Town of Kremmling. This amendment was necessary to incorporate the newly adopted Community Event Permit fee of \$200, as per Ordinance No. 723 amending Title 12 of the Kremmling Municipal Code.

The Board of Trustees did not have any questions or concerns regarding Resolution No. 2024-04-03.

TRUSTEE WOOG MOTION TO APPROVE Resolution No. 2025-04-03 as presented. TRUSTEE PESCH SECONDS. Voice vote taken: 6 “aye” votes, 0 “nay” votes. MOTION PASSED.

6. Discussion & Action Item. Ordinance No. 724 An Ordinance Amending the Official Zoning Map of the Town of Kremmling by Rezoning the Property Located at 416 S Third Street.

Ms. Serres presented Ordinance No. 724, which addresses the rezoning of the property located at 416 S Third Street from Multiple Family Residential (R-2) to Industrial (I). Ms. Serres noted that both the Planning Commission and the Board of Trustees had previously approved the rezoning application in March. The applicant has paid all necessary fees, and the staff is currently exploring options to update the Town's official Zoning Map.

The Board of Trustees did not have any questions or concerns regarding Ordinance No. 724.

TRUSTEE PERRY MOTION TO APPROVE Ordinance No. 724 as presented. TRUSTEE PESCH SECONDS. Voice vote taken: 6 “aye” votes, 0 “nay” votes. MOTION PASSED.

7. Discussion & Action Item. Treasurer/Finance Director or Finance Officer Job Posting.

Ms. Serres presented the Treasurer/Finance Director job posting and explained that the position was posted on February 28, 2025, but no applications have been received. She requested guidance on whether to keep the current posting open or to instead post for an Accounting Clerk or Finance Officer position. The 2025 Budget can cover either position. Staff requested direction from the Board on how to proceed.

The Board of Trustees discussed and decided to post both positions to gather applications, but only one position will ultimately be filled. They directed Ms. Serres to post the current Treasurer/Finance Director position on Indeed and to advertise the Finance Officer position locally.

8. Discussion & Action Item. Add Town Manager Jen MacPherson as a Bank Signer.

Ms. Serres requested that the Board approve a motion to add Town Manager Jen MacPherson as a bank signer on all Town Accounts. A formal motion from the governing body is required, along with approved and signed minutes, to add or remove any signers.

TRUSTEE MATHIS MOTION TO ADD Jen MacPherson as a bank signer on all Town Accounts, including but not limited to United Business Bank, ColoTrust, and CSAFE; and add an online bank account so that Ms. MacPherson can initiate ACH bank transfers for payroll direct deposit from the UBB checking account. TRUSTEE MILLER SECONDS. Voice vote taken: 6 “aye” votes, 0 “nay” votes. MOTION PASSED.

Board of Trustees Reports & Future Agenda Items for Consideration:

TRUSTEE SAMMONS asked if the Board should address the citizen comment from this evening’s meeting as an agenda item. TRUSTEE WOOG reported that the Bureau of Land Management will host a Recreation Summit on May 1, 2025.

Adjournment:

TRUSTEE SAMMONS MOTION TO ADJOURN. Voice vote taken; all “aye” votes. The meeting was adjourned at 8:04 PM.

Teagan Serres, Town Clerk

Wes Howell, Mayor

RECORD OF PROCEEDINGS

TOWN OF KREMMLING
SPECIAL TOWN BOARD MEETING
May 14, 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, Wes Howell, Erik Woog, Brady Mathis, Dave Sammons, Brad Perry, and Leo Pesch. Staff present: Town Manager Jen MacPherson, Public Works Director Dillon Willson, and Town Clerk & Treasurer Teagan Serres.

Conflicts of Interest: None.

Agenda Items:

- 1. Discussion & Action Item.** Resolution No. 2025-05-01 A Resolution Approving a Construction Manager At-Risk Agreement with Hensel Phelps for the Water Treatment Plant Improvements.

Mr. Willson and Ms. MacPherson presented Resolution No. 2025-05-01 along with the Construction Manager At-Risk (CMAR) Agreement with Hensel Phelps Construction Co. for the construction phase of the Water Treatment Plant Improvements. The contract price will not exceed \$17,540,853, which includes an 8.5% fee payable to Hensel Phelps. Substantial completion is expected within 459 days, with a penalty of \$750 per day for any delays. Mr. Willson clarified that the not-to-exceed price is slightly different from the amount presented at the regular meeting on April 16, 2025, because the authorized pre-purchase of ultra-filtration equipment has been removed from the total price. Ms. MacPherson reported that the total of \$17,540,853, along with a \$300,000 Design Engineering Grant, addresses potential engineering cost savings, which could help cover the funding gap of \$200,000 to \$300,000 for the entire project. The construction is scheduled to start on May 27, 2025, with pre-mobilization already in progress.

The Board of Trustees discussed the contract and funding gap for the project, concluding that the potential cost savings and the project's critical need would allow it to move forward.

TRUSTEE PERRY MOTION TO APPROVE Resolution No. 2025-05-01 as presented.
TRUSTEE PESCH SECONDS. Voice vote taken: 6 “aye” votes, 0 “nay” votes. MOTION PASSED.

Adjournment:

TRUSTEE WOOG MOTION TO ADJOURN. Voice vote taken; 6 “aye” votes, 0 “nay” votes.
MEETING ADJOURNED at 6:20 PM.

Teagan Serres, Town Clerk

Wes Howell, Mayor

**TOWN OF KREMMLING
RESOLUTION NO. 2025-05-02**

A RESOLUTION AUTHORIZING A REVISED PARTIAL REDUCTION IN THE PERFORMANCE GUARANTEE FOR THE GRAND CLIFFS SUBDIVISION, FILING NO. 1 AND REPEALING RESOLUTION NO. 2025-04-02

WHEREAS, on April 16, 2025, the Board of Trustees adopted Resolution No. 2025-04-02 authorizing a partial reduction in the performance guarantee for Grand Cliffs Subdivision, Filing No. 1; and

WHEREAS, the Town has since discovered an error in the calculations relied on in Resolution No. 2025-04-02 as noted in the Engineer's memo, attached hereto as Exhibit A; and

WHEREAS, the Board of Trustees desires to repeal Resolution No. 2025-04-02 and adopt this Resolution to authorize a revised reduction in the performance guarantee; and

WHEREAS, the Town and Grand Cliffs, LLC ("Subdivider") are parties to a Subdivision Agreement for the Grand Cliffs Subdivision, Filing No. 1, dated May 11, 2024 (the "Agreement"); and

WHEREAS, in accordance with Section 12 of the Agreement, the Subdivider deposited with the Town a letter of credit in the amount of \$2,178,730 as a Performance Guarantee; and

WHEREAS, Section 16.06.080(4) of the Kremmling Municipal Code provides that the Subdivider may request a partial reduction in the Performance Guarantee as the required public improvements are completed; and

WHEREAS, if such improvements have been constructed in accordance with the Agreement and applicable plans, the Board of Trustees may authorize a partial reduction in the Performance Guarantee by resolution; provided that collateral sufficient to cover at least one hundred twenty-five percent (125%) of the estimated cost of any incomplete improvements shall be retained and provided that the last twenty percent (20%) of the Performance Guarantee will not be released until all the improvements have been accepted and any applicable warranty periods have expired; and

WHEREAS, the Subdivider has completed a portion of the public improvements for the Subdivision in the quantities set forth in Exhibit A, attached hereto and incorporated herein by reference; and

WHEREAS, Section 12.d of the Agreement provides that the Town may review and adjust the estimated costs of the public improvements and may increase the amount of the required Performance Guarantee; and

WHEREAS, the Town has reviewed the estimated costs of the remaining public improvements and has determined it is necessary to increase the amount of the original Performance Guarantee to account for an increase in asphalt costs; and

WHEREAS, in accordance with Section 16.06.080(4) of the Kremmling Municipal Code and Section 12.d of the Agreement, the Board of Trustees desires by this resolution to authorize a reduction in the amount of the required Performance Guarantee as set forth herein.

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

Section 1. Resolution No. 2025-04-02 is hereby repealed in its entirety.

Section 2. Pursuant to Section 16.06.080(4) of the Kremmling Municipal Code and 12.d of the Agreement, the Board of Trustees hereby authorizes the original Performance Guarantee for Grand Cliffs Subdivision, Filing No. 1 to be reduced by \$808,159.84.

Section 3. Following the partial release of Performance Guarantee funds as set forth in Section 1 of this resolution, the Town will continue to hold \$1,370,570.16 as a Performance Guarantee for completion of the remaining public improvements.

Section 4. Partial release of the Performance Guarantee as authorized by Section 1 of this resolution shall not constitute preliminary acceptance of such Public Improvements.

INTRODUCED, READ, and ADOPTED this 21st day of May, 2025.

TOWN OF KREMMLING, COLORADO

Wes Howell, Mayor

ATTEST:

Teagan Serres, Town Clerk

EXHIBIT A
(Engineer Memo and Spreadsheet of Completed Improvements)

MEMORANDUM

To: Town of Kremmling
FROM: Element Engineering
SUBJECT: Grand Cliffs Letter Of Credit Reduction
Date: 4/17/2025

On April 16, 2025, the Kremmling town board passed a resolution to reduce the Grand Cliffs project Letter of Credit. The release amount of \$587,265.34 and the remaining Letter of Credit amount of \$1,591,464.66 were incorrect. The mistake was made due to adding in new cost increase plus the required additional 25% into the old Letter of Credit amount. Cost increases should only be shown on the items yet to be completed. Attached to this memo are 2 spreadsheets. The first spreadsheet #1 shows the original cost estimate, work completed minus the 20% required through the warranty period.

The second spreadsheet totals the remaining item cost plus 25% as well as the 20% carryover from Spreadsheet # 1 for completed work. This spreadsheet also shows the original letter of credit release amount and the letter of credit amount to remain in place.

A new resolution will need to be presented to the board at the next board meeting, with the revised amount of \$ 808,159.84 to be released and \$ 1,370,570.16 as the new letter of credit amount.

Mike Hager

Project Manager

Element, a **BOWMAN** Company

GRAND CLIFFS LETTER OF CREDIT REDUCTIONS QUANTITY REVIEW (TOWN OF KREMMLING REVIEW)

TOWN OF KREMMLING GRAND CLIFFS SUBDIVISION COMPLETED PUBLIC IMPROVEMENTS				LOC # 1 UPDATED: 4/16/25 Mike Hager				
Description	Quantity	Unit	Unit Cost	Total	Amount Installed	Reduction Allowed	Remaining Quantities	Remaining Cost
Silt Fence and Maintenance	2850	LF	\$ 5	\$ 14,250	2,000	\$ 10,000	850	\$ 4,250
Inlet Outlet Protection	9	EA	\$ 500	\$ 4,500		\$ -	9	\$ 4,500
Vehicle Tracking Pad	2	EA	\$ 1,500	\$ 3,000	2	\$ 3,000	0	\$ -
Concrete Washout	1	EA	\$ 750	\$ 750		\$ -	1	\$ 750
Clear and Grub	7.9	ACRE	\$ 3,500	\$ 27,650	8	\$ 27,650	0	\$ -
Strip and Stock Pile	6372	CY	\$ 11	\$ 70,092	6,372	\$ 70,092	0	\$ -
Cut To Fill	12450	CY	\$ 16	\$ 199,200	11,450	\$ 183,200	1,000	\$ 16,000
18" Storm HDPE	274	LF	\$ 85	\$ 23,290		\$ -	274	\$ 23,290
24" Storm HDPE	431	LF	\$ 95	\$ 40,945		\$ -	431	\$ 40,945
Storm Manholes and Inlets	10	EA	\$ 3,800	\$ 38,000		\$ -	10	\$ 38,000
Storm Rip Rap	1	LS	\$ 2,500	\$ 2,500		\$ -	1	\$ 2,500
Temp Water Quality Pond	1	EA	\$ 7,500	\$ 7,500	1	\$ 7,500	0	\$ -
Infiltration Area	1	LS	\$ 41,000	\$ 41,000		\$ -	1	\$ 41,000
ADS Water Quality Manhole	1	EA	\$ 12,000	\$ 12,000		\$ -	1	\$ 12,000
8" SDR-26 Sewer Main	641	LF	\$ 127	\$ 81,407	641	\$ 81,407	0	\$ -
48" manholes	2	EA	\$ 4,800	\$ 9,600	2	\$ 9,600	0	\$ -
4" Sewer Services	28	EA	\$ 2,500	\$ 70,000	28	\$ 70,000	0	\$ -
Cast in Place manholes	1	EA	\$ 4,500	\$ 4,500	1	\$ 4,500	0	\$ -
Insulate Sewer Services	305	LF	\$ 65	\$ 19,825	305	\$ 19,825	0	\$ -
8" C-900 Water Main	1316	LF	\$ 135	\$ 177,660	1,316	\$ 177,660	0	\$ -
8" Water Bends etc.	7	EA	\$ 750	\$ 5,250	7	\$ 5,250	0	\$ -
8" Gate Valves	10	EA	\$ 2,350	\$ 23,500	10	\$ 23,500	0	\$ -
Fire Hydrant Assemblies	4	EA	\$ 12,500	\$ 50,000	4	\$ 50,000	0	\$ -
1" water Service Lines	28	EA	\$ 2,500	\$ 70,000	28	\$ 70,000	0	\$ -
2" Water Service	434	LF	\$ 91	\$ 39,494	434	\$ 39,494	0	\$ -
Main Wet Tap Kinsey	1	EA	\$ 6,500	\$ 6,500	1	\$ 6,500	0	\$ -
Main Kinsey Cut In Tee	2	EA	\$ 5,000	\$ 10,000	2	\$ 10,000	0	\$ -
Water Blowoff	2	EA	\$ 750	\$ 1,500	2	\$ 1,500	0	\$ -
Curb and Gutter	2339	LF	\$ 38	\$ 87,713		\$ -	2,339	\$ 87,713
6' and 8' Concrete Pans	624	Sq/Ft	\$ 14	\$ 8,736		\$ -	624	\$ 8,736
3' Concrete Pan	1695	LF	\$ 34	\$ 57,630		\$ -	1,695	\$ 57,630
2' Concrete Pan	390	LF	\$ 32	\$ 12,480		\$ -	390	\$ 12,480
ADA Ramps	13	EA	\$ 1,500	\$ 19,500		\$ -	13	\$ 19,500
4' Wide Sidewalks with Base	10320	Sq/Ft	\$ 11	\$ 113,520		\$ -	10,320	\$ 113,520
Finish: Sub-Grade for Base	67450	Sq/Ft	\$ 0.75	\$ 50,588		\$ -	67,450	\$ 50,588
6" Class 6 Roadbase	2145	Ton	\$ 55	\$ 117,975		\$ -	2,145	\$ 117,975
Asphalt 4" CX Grade	840	Ton	\$ 145	\$ 121,800		\$ -	840	\$ 121,800
Asphalt 3" CX Grade	244	Ton	\$ 145	\$ 35,380		\$ -	244	\$ 35,380
Asphalt 1-1/2 " Kinsey Overlay	190	Ton	\$ 165	\$ 31,350		\$ -	190	\$ 31,350
Asphalt Patches Kinsey	3	EA	\$ 3,500	\$ 10,500	3	\$ 10,500	0	\$ -
Road Signs	12	EA	\$ 450	\$ 5,400		\$ -	12	\$ 5,400
Pavement Markings	1	LS	\$ 4,000	\$ 4,000		\$ -	1	\$ 4,000
Street Lights	5	EA	\$ 2,500	\$ 12,500		\$ -	5	\$ 12,500
			Total	\$ 1,742,984	Total	\$ 881,178	Total	\$ 861,806
Original Required Letter of Credit Cost Plus 25%				\$ 2,178,730.00	Initial Acceptance will not be granted until all improvements are completed in phase 1, then the 2 year warranty period can begin. After 2 years a final inspection will be made, the contractor shall make any necessary repairs. Once repairs are completed the town will accept the public improvements. The final 20% of the letter of credit will be released.			
Installed Work Completed Amount				\$ 881,178.00				
Installed Work Minus 20% Through Warranty Period				\$ 176,235.60				

GRAND CLIFFS LETTER OF CREDIT REDUCTIONS QUANTITY REVIEW (TOWN OF KREMMLING REVIEW)

TOWN OF KREMMLING GRAND CLIFFS SUBDIVISION COMPLETED PUBLIC IMPROVEMENTS				LOC # 2 UPDATED: 4/17/25 Mike Hager				
Description	Quantity	Unit	Unit Cost	Total	Amount Installed	Reduction Allowed	Remaining Quantities	Remaining Cost
Silt Fence and Maintenance	850	LF	\$ 5	\$ 4,250		\$ -	850	\$ 4,250
Inlet Outlet Protection	9	EA	\$ 500	\$ 4,500		\$ -	9	\$ 4,500
Vehicle Tracking Pad	0	EA	\$ 1,500	\$ -		\$ -	0	\$ -
Concrete Washout	1	EA	\$ 750	\$ 750		\$ -	1	\$ 750
Clear and Grub	0	ACRE	\$ -	\$ -		\$ -	0	\$ -
Strip and Stock Pile	0	CY	\$ -	\$ -		\$ -	0	\$ -
Cut To Fill	1000	CY	\$ 16	\$ 16,000		\$ -	1,000	\$ 16,000
18" Storm HDPE	274	LF	\$ 85	\$ 23,290		\$ -	274	\$ 23,290
24" Storm HDPE	431	LF	\$ 95	\$ 40,945		\$ -	431	\$ 40,945
Storm Manholes and Inlets	10	EA	\$ 3,800	\$ 38,000		\$ -	10	\$ 38,000
Storm Rip Rap	1	LS	\$ 2,500	\$ 2,500		\$ -	1	\$ 2,500
Temp Water Quality Pond	0	EA	\$ -	\$ -		\$ -	0	\$ -
Infiltration Area	1	LS	\$ 41,000	\$ 41,000		\$ -	1	\$ 41,000
ADS Water Quality Manhole	1	EA	\$ 12,000	\$ 12,000		\$ -	1	\$ 12,000
8" SDR-26 Sewer Main	0	LF	\$ -	\$ -		\$ -	0	\$ -
48" manholes	0	EA	\$ -	\$ -		\$ -	0	\$ -
4" Sewer Services	0	EA	\$ -	\$ -		\$ -	0	\$ -
Cast in Place manholes	0	EA	\$ -	\$ -		\$ -	0	\$ -
Insulate Sewer Services	0	LF	\$ -	\$ -		\$ -	0	\$ -
8" C-900 Water Main	0	LF	\$ -	\$ -		\$ -	0	\$ -
8" Water Bends etc.	0	EA	\$ -	\$ -		\$ -	0	\$ -
8" Gate Valves	0	EA	\$ -	\$ -		\$ -	0	\$ -
Fire Hydrant Assemblies	0	EA	\$ -	\$ -		\$ -	0	\$ -
1" water Service Lines	0	EA	\$ -	\$ -		\$ -	0	\$ -
2" Water Service	0	LF	\$ -	\$ -		\$ -	0	\$ -
Main Wet Tap Kinsey	0	EA	\$ -	\$ -		\$ -	0	\$ -
Main Kinsey Cut In Tee	0	EA	\$ -	\$ -		\$ -	0	\$ -
Water Blowoff	0	EA	\$ -	\$ -		\$ -	0	\$ -
Curb and Gutter	2339	LF	\$ 38	\$ 87,713		\$ -	2,339	\$ 87,713
6' and 8' Concrete Pans	624	Sq/Ft	\$ 14	\$ 8,736		\$ -	624	\$ 8,736
3' Concrete Pan	1695	LF	\$ 34	\$ 57,630		\$ -	1,695	\$ 57,630
2' Concrete Pan	390	LF	\$ 32	\$ 12,480		\$ -	390	\$ 12,480
ADA Ramps	13	EA	\$ 1,500	\$ 19,500		\$ -	13	\$ 19,500
4' Wide Sidewalks with Base	10320	Sq/Ft	\$ 11	\$ 113,520		\$ -	10,320	\$ 113,520
Finish: Sub-Grade for Base	67450	Sq/Ft	\$ 0.75	\$ 50,588		\$ -	67,450	\$ 50,588
6" Class 6 Roadbase	2145	Ton	\$ 55	\$ 117,975		\$ -	2,145	\$ 117,975
Asphalt 4" CX Grade *	2693	SY	\$ 55.70	\$ 150,000		\$ -	2,693	\$ 150,000
Asphalt 3" CX Grade *	1749	SY	\$ 46.95	\$ 82,116		\$ -	1,749	\$ 82,116
Asphalt 2 " Kinsey Overlay w/Mob	1950	SY	\$ 26	\$ 50,076		\$ -	1,950	\$ 50,076
Asphalt Patches Kinsey	0	EA	\$ -	\$ -		\$ -	0	\$ -
Road Signs	12	EA	\$ 450	\$ 5,400		\$ -	12	\$ 5,400
Pavement Markings	1	LS	\$ 4,000	\$ 4,000		\$ -	1	\$ 4,000
Street Lights	5	EA	\$ 2,500	\$ 12,500		\$ -	5	\$ 12,500
* Indicates Price Increase								
			Total	\$ 955,468	Total	\$ -	Total	\$ 955,468
New Required Letter of Credit Cost Above Plus 25%				\$ 1,194,334.56	Original Letter Of Credit		\$ 2,178,730.00	
Plus 20% Of Completed Items as of 4/16/25 Through Warranty Period From Spreadsheet # 1 Dated 4/16/25				\$ 176,235.60	Minus Letter of Credit to Remain From Below Left		\$ 1,370,570.16	
Letter of Credit Amount to Remain In Place				\$ 1,370,570.16	Release Amount from Original LOC		\$ 808,159.84	

**TOWN OF KREMMLING
RESOLUTION 2025-05-03**

**A RESOLUTION AUTHORIZING THE TOWN MANAGER TO SIGN ON BEHALF OF
THE TOWN OF KREMMLING TO RENEW THE NORTHWEST COLORADO OPIOID
ABATEMENT COUNCIL REGION 1 INTERGOVERNMENTAL AGREEMENT**

WHEREAS, the Town of Kremmling (the “Town”) is a party to the Colorado Opioids Settlement Memorandum of Understanding that governs the allocation, distribution, and expenditure of opioid settlement proceeds; and

WHEREAS, in 2022, the Town had the option to either: (1) accept its annual local share of the opioid settlement funds; or (2) opt out of a direct payment and redirect its local share to Region 1, of which the Town is a member; and

WHEREAS, the Town determined that its local share of the funds will be put to best use by the larger region and desired to opt out of the direct payment on September 21, 2022, by adopting Resolution No. 2022-03; and

WHEREAS, a renewal of the Intergovernmental Agreement is required; and

WHEREAS, the Board of Trustees finds and determines that execution of the New National Opioids Settlement with Kroger is in the best interest of the Town.

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

Section 1. The Northwest Colorado Opioid Abatement Council Region 1 Intergovernmental Agreement is hereby approved in essentially the same form as the copy of such form accompanying this resolution.

Section 2. The Town Manager is authorized to execute the Intergovernmental Agreement on behalf of the Town.

INTRODUCED, READ, AND ADOPTED by the Board of Trustees on this 21st day of May 2025.

TOWN OF KREMMLING

Wes Howell, Mayor

ATTEST:

Teagan Serres, Town Clerk

NORTHWEST COLORADO OPIOID ABATEMENT COUNCIL (REGION 1)

Intergovernmental AGREEMENT

-

THIS NORTHWEST COLORADO OPIOID ABATEMENT COUNCIL (REGION 1) INTERGOVERNMENTAL AGREEMENT (the “Agreement”) is made between Grand County, The Town of Fraser, The Town of Granby, The Town of Grand Lake, The Town of Hot Sulphur Springs, The Town of Kremmling, The Town of Winter Park, Jackson County, The Town of Walden, Moffat County, The Town of Craig, The Town of Dinosaur, Rio Blanco County, The Town of Meeker, The Town of Rangely, Routt County, The Town of Hayden, The Town of Oak Creek, The Town of Steamboat Springs, The Town of Yampa (Participating Local Governments) in Region One of Colorado’s opioid settlement distribution plan as developed by the Office of the Colorado Attorney General, individually herein a “Party” and collectively the “Parties.”

RECITALS

WHEREAS, the State of Colorado and Participating Local Governments have executed the Colorado Opioids Summary Memorandum of Understanding (the “Colorado MOU”), establishing the manner in which Opioid Funds shall be divided and distributed within the State of Colorado;

WHEREAS, the Agreement assumes and incorporates the definitions and provisions contained in the Colorado MOU, and the Agreement shall be construed in conformity with the Colorado MOU;

WHEREAS, all Opioid Funds, regardless of allocation, shall be used for Approved Purposes;

WHEREAS, Participating Local Governments must organize themselves into Regions, as further depicted in **Exhibit E** to the Colorado MOU;

WHEREAS, Regions may consist of Single-County Regions, Multi-County Regions, or Single County-Single City Regions (Denver and Broomfield).

WHEREAS, there shall be a 60% direct allocation of Opioid Funds to Regions through a Regional Share;

WHEREAS, each Region shall be eligible to receive a Regional Share according to **Exhibit C** to the Colorado MOU;

WHEREAS, the Colorado MOU establishes the procedures by which each Region shall be entitled to Opioid Funds from the Abatement Council and administer its Regional Share allocation;

WHEREAS, the procedures established by the Colorado MOU include a requirement that each Region shall create its own Regional Council;

WHEREAS, all aspects of the creation, administration, and operation of the Regional Council shall proceed in accordance with the provisions of the Colorado MOU;

WHEREAS, each such Regional Council shall designate a fiscal agent from a county or municipal government within that Region;

WHEREAS, each such Regional Council shall submit a two-year plan to the Abatement Council that identifies the Approved Purposes for which the requested funds will be used, and the Regional Council's fiscal agent shall provide data and a certification to the Abatement Council regarding compliance with its two-year plan on an annual basis;

WHEREAS, the Agreement pertains to the procedures for the Parties to establish a Regional Council, designate a fiscal agent, and request and administer Opioid Funds in a manner consistent with the Colorado MOU;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties incorporate the recitals set forth above and agree as follows:

1. **DEFINITIONS.** The defined terms used in this Agreement shall have the same meanings as in the Colorado MOU. Capitalized terms used herein and not otherwise defined within the Agreement or in the Colorado MOU shall have the meanings ascribed to them in the body of the Agreement.
2. **OBLIGATIONS OF THE PARTIES.** The Parties shall perform their respective obligations as set forth in the Agreement, the Colorado MOU and the accompanying exhibits to the Colorado MOU and incorporated herein by reference. Unless the context clearly requires a distinction between the Agreement and the Colorado MOU, all references to "Agreement" shall include the Colorado MOU.

3. **REGIONAL COUNCIL.**

1. **Purpose:** In accordance with the Colorado MOU, a Regional Council, consisting of representatives appointed by the Parties (Participating Local Governments), shall be created to oversee the procedures by which a Region may request Opioid Funds from the Abatement Council and the procedures by which the allocation of its Region's Share of Opioid Funds are administered.

2. **Membership:** The Regional Council shall consist of the following:

- a. **Multi-County Region:**

i. Voting Members. A total of 10 to 15 voting Members shall be appointed by the Parties. The Parties shall collaborate to appoint Local Government Members and to the extent practicable, Voting Members shall be selected from different counties and cities. No single county or city should dominate the make-up of the Regional Council. Voting Members shall be selected as follows:

1. 2 to 3 representatives appointed by each county (can be commissioners).
 2. Representatives selected by the Counties shall include members from:
 - a. public health departments within the region.
 - b. from a county human services department.
 - c. from law enforcement within the region (sheriff, police, local city or town district attorney, etc.).
 - d. from a municipal or county court system within the region.
 3. At least 1 member from a municipality within the region (City or Town).

- b. **Non-Voting Members.** Non-Voting Members are optional but are strongly encouraged. Non-voting members shall serve in an advisory capacity. Any Non-Voting Members shall be appointed by the Parties and comprised of the following, not to include providers who may be recipients of funds:

i. Representatives from behavioral health providers.

ii. Representatives from health care providers.

iii. Recovery/treatment experts.

iv. Other county or city representatives.

v. A representative from the Attorney General's Office.

vi. Community representative(s), preferably those with lived experience with the opioid crisis.

c. **Acting Chair:** The Voting Members shall appoint one member to serve as Acting Chair of the Regional Council. The Acting Chair's primary responsibilities shall be to schedule periodic meetings and votes of the Regional Council as needed and to serve as the point of contact for disputes within the Region.

d. **Non-Participation:** A Local Government that chooses not to become a Participating Local Government in the Colorado MOU shall not receive any Opioid Funds from the Regional Share or participate in the Regional Council.

e. **Terms:** Voting Members shall be appointed in accordance with Section 3.2 (a) or (b) and shall serve two-year terms. Following the expiration of that two-year term, the Parties, working in concert, shall reappoint that Voting Member, or appoint a new Voting Member according to Section 3.2 (a) or (b).

i. If a Voting Member resigns or is otherwise removed from the Regional Council prior to the expiration of their term, a replacement Voting Member shall be appointed within sixty (60) days in accordance with Section 3.2 (a) or (b) to serve the remainder of the term. If the Parties are unable to fill a Voting Member vacancy within sixty (60) days, the existing Voting Members of the Regional Council at the time of the vacancy shall work collectively to appoint a replacement Voting Member in accordance with Section 3.2 (a) or (b). At the end of his or her term, the individual serving as that replacement Voting Member may be reappointed by the Parties to serve a full term consistent with this Section.

ii. The purpose of the two-year term is to allow the Parties an increased opportunity to serve on the Regional Council. However, Regional Council members who have already served on the Regional Council may be appointed more than once and may serve consecutive terms if appointed to do so by the Regional Council.

3. **Duties:** The Regional Council is primarily responsible for engaging with the Abatement Council on behalf of its Region and following the procedures outlined in the Colorado MOU for requesting Opioid Funds from the Regional Share, which shall include developing 2-year plans, amending those plans as appropriate, and providing the Abatement Council with data through its fiscal agent regarding

Opioid Fund expenditures. Upon request from the Abatement Council, the Regional Council may also be subject to an accounting from the Abatement Council.

4. **Governance:** A Regional Council may establish its own procedures through adoption of bylaws if needed. Any governing documents must be consistent with the other provisions in this section and the Colorado MOU.

5. **Authority:** The terms of the Colorado MOU control the authority of a Regional Council and a Regional Council shall not stray outside the bounds of the authority and power vested by the Colorado MOU. Should a Regional Council require legal assistance in determining its authority, it may seek guidance from the legal counsel of the county or municipal government of the Regional Council's fiscal agent at the time the issue arises.

6. **Collaboration:** The Regional Council shall facilitate collaboration between the Colorado Attorney's General's Office, Participating Local Governments within its Region, the Abatement Council, and other stakeholders within its Region for the purposes of sharing data, outcomes, strategies, and other relevant information related to abating the opioid crisis in Colorado.

7. **Transparency:** The Regional Council shall operate with all reasonable transparency and abide by all Colorado laws relating to open records and meetings. To the extent the Abatement Council requests outcome-related data from the Regional Council, the Regional Council shall provide such data in an effort to determine best methods for abating the opioid crisis in Colorado.

8. **Conflicts of Interest:** Voting Members shall abide by the conflict-of-interest rules applicable to local government officials under state law.

9. **Ethics Laws:** Voting Members shall abide by their local ethics laws or, if no such ethics laws exist, by applicable state ethics laws.

10. **Decision Making:** The Regional Council shall seek to make all decisions by consensus. In the event consensus cannot be achieved, the Regional Council shall make decisions by a majority vote of its Members.

4. **REGIONAL FISCAL AGENT**

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1. **Purpose:** According to the Colorado MOU, the Regional Council must designate a fiscal agent for the Region prior to the Region receiving any Opioid funds from the Regional Share. All funds from the Regional Share shall be distributed to the Regional Council's fiscal agent for the benefit of the entire Region.
2. **Designation:** The Regional Council shall nominate and designate a fiscal agent for the Region by majority vote. Regional fiscal agents must be a board of county commissioners or a city or town council or executive department, such as a department of finance.
3. **Term:** A Regional fiscal agent must be appointed by the Regional Council on an annual basis. A Regional fiscal agent may serve as long as the Regional Council determines is appropriate, including the length of any Settlement that contemplates the distribution of Opioid Funds within Colorado.
4. **Duties:** The Regional fiscal agent shall receive, deposit, and make available Opioid Funds distributed from the Abatement Council and provide expenditure reporting data to the Abatement Council on an annual basis. In addition, the Regional fiscal agent shall perform certain recordkeeping duties outlined below.
 - a. **Opioid Funds:** The Regional fiscal agent shall receive all Opioid Funds as distributed by the Abatement Council. Upon receipt, the Regional fiscal agent shall deposit the Opioid Funds in a Colorado-specific QSF Account that is dedicated to that specific Region. Upon direction by the Regional Council, the Regional fiscal agent shall make any such Opioid Funds available to the Regional Council.
 - b. **Reporting:** On an annual basis, as determined by the Abatement Council, the Regional fiscal agent shall provide to the Abatement Council the Regional Council's expenditure data from their allocation of the Regional Share and certify to the Abatement Council that the Regional Council's expenditures were for Approved Purposes and complied with its 2-year plan.

- c. **Recordkeeping:** The Regional fiscal agent shall maintain necessary records with regard to the Regional Council's meetings, decisions, plans, and expenditure data.

5. **Authority:** The fiscal agent serves at the direction of the Regional Council and in service to the entire Region. The terms of the Colorado MOU control the authority of a Regional Council, and by extension, the Regional fiscal agent. A Regional fiscal agent shall not stray outside the bounds of the authority and power vested by the Colorado MOU.

5. **REGIONAL TWO-YEAR PLAN**

- 1. **Purpose:** According to the Colorado MOU, as part of a Regional Council's request to the Abatement Council for Opioid Funds from its Regional Share, the Regional Council must submit a 2-year plan identifying the Approved Purposes for which the requested funds will be used.

2. **Development of 2-Year Plan:** In developing a 2-year plan, the Regional Council shall solicit recommendations and information from all Parties and other stakeholders within its Region for the purposes of sharing data, outcomes, strategies, and other relevant information related to abating the opioid crisis in Colorado. At its discretion, a Regional Council may seek assistance from the Abatement Council for purposes of developing a 2-year plan.

3. **Amendment:** At any point, a Regional Council's 2-year plan may be amended so long as such amendments comply with the terms of the Colorado MOU and any Settlement.

6. **DISPUTES WITHIN REGION.** In the event that any Party disagrees with a decision of the Regional Council, or there is a dispute regarding the appointment of Voting or Non-Voting Members to the Regional Council, that Party shall inform the Acting Chair of its dispute at the earliest possible opportunity. In Response, the Regional Council shall gather any information necessary to resolve the dispute. Within fourteen (14) days of the Party informing the Acting Chair of its dispute, the Regional Council shall issue a decision with respect to the dispute. In reaching its decision, the Regional Council may hold a vote of Voting Members, with the Acting Chair serving as the tie-breaker, or the Regional Council may devise its own dispute resolution process. However, in any disputes regarding the appointment of a Voting Member, that Voting Member will be recused from voting on the dispute. The decision of the Regional Council is a final decision.

7. **DISPUTES WITH ABATEMENT COUNCIL.** If the Regional Council disputes the amount of Opioid Funds it receives from its allocation of the Regional Share, the Regional Council shall alert the Abatement Council within sixty (60) days of discovering the information underlying the dispute. However, the failure to alert the Abatement Council within this time frame shall not constitute a waiver of the Regional Council's right to seek recoupment of any deficiency in its Regional Share.

8. **RECORDKEEPING.** The acting Regional fiscal agent shall be responsible for maintaining records consistent with the Agreement.

9. **AUTHORIZED REPRESENTATIVES.** Each Party's representative designated below shall be the point of contact to coordinate the obligations as provided herein. The Parties designate their authorized representatives under this Agreement as follows:

1. Grand County designates Public Health Director.
2. The Town of Fraser designates its Town Manager.
3. The Town of Granby designates its Town Manager.
4. The Town of Grand Lake designates a Trustee.
5. The Town of Hot Sulphur Springs designates its Mayor.
6. The Town of Kremmling designates its Town Manager.
7. The Town of Winter Park designates its Town Manager.
8. Jackson County designates a Public Health Nurse.
9. The Town of Walden designates its Town Clerk.
10. Moffat County designates its Public Health Director or their designee(s).
11. The Town of Craig designates its Chief of Police.
12. The Town of Dinosaur designates its Town Manager.
13. Rio Blanco County designates its Public Health Director.
14. The Town of Meeker designates its Administrator.
15. The Town of Rangely designates its Town Manager.
16. Routt County designates its Public Health Director and Jail Administrator or JBBS Coordinator.
17. The Town of Hayden designates its Town Manager or their designee(s).
18. The Town of Oak Creek designates its Treasurer.

19. The City of Steamboat Springs designates a member of the Steamboat Springs City Council.

20. The Town of Yampa designates its Town Administrator/Clerk.

10. **OBLIGATIONS OF THE PARTIES.** The Parties shall perform their respective obligations as set forth in the Agreement, the Colorado MOU and the accompanying exhibits to the Colorado MOU and incorporated herein by reference.

11. **TERM.** The Agreement will commence on the latter date that at least two parties have executed this Agreement, and shall expire on the date the last action is taken by the Region, consistent with the terms of the Colorado MOU and any Settlement. (the “Term”).

12. **INFORMATIONAL OBLIGATIONS.** Each Party hereto will meet its obligations as set forth in § 29-1-205, C.R.S., as amended, to include information about this Agreement in a filing with the Colorado Division of Local Government; however, failure to do so shall in no way affect the validity of this Agreement or any remedies available to the Parties hereunder.

13. **CONFIDENTIALITY.** The Parties, for themselves, their agents, employees and representatives, agree that they will not divulge any confidential or proprietary information they receive from another Party or otherwise have access to, except as may be required by law. Nothing in this Agreement shall in any way limit the ability of the Parties to comply with any laws or legal process concerning disclosures by public entities. The Parties understand that all materials exchanged under this Agreement, including confidential information or proprietary information, may be subject to the Colorado Open Records Act., § 24-72-201, et seq., C.R.S., (the “Act”). In the event of a request to a Party for disclosure of confidential materials, the Party shall advise the Parties of such request in order to give the Parties the opportunity to object to the disclosure of any of its materials which it marked as, or otherwise asserts is, proprietary or confidential. If a Party objects to disclosure of any of its material, the Party shall identify the legal basis under the Act for any right to withhold. In the event of any action or the filing of a lawsuit to compel disclosure, the Party agrees to intervene in such action or lawsuit to protect and assert its claims of privilege against disclosure of such material or waive the same. If the matter is not resolved, the Parties may tender all material to the court for judicial determination of the issue of disclosure.

14. **GOVERNING LAW; VENUE.** This Agreement shall be governed by the laws of the State of Colorado. Venue for any legal action relating to the Agreement will be in the applicable District Court of the State of Colorado for the county of the Region’s fiscal agent.

15. **TERMINATION.** The Parties enter into this Agreement to serve the public interest. If this Agreement ceases to further the public interest, a Party, in its discretion, may terminate their participation

in the Agreement, in whole or in part, upon written notice to the Parties. Each Party also has the right to terminate the Agreement with cause upon written notice effective immediately, and without cause upon thirty (30) days prior written notice to the Parties.

16. **NOTICES.** “Key Notices” under this Agreement are notices regarding default, disputes, or termination of the Agreement. Key Notices shall be given in writing and shall be deemed received if given by confirmed electronic transmission that creates a record that may be retained, retrieved and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process, but specifically excluding facsimile transmissions and texts when transmitted, if transmitted on a business day and during normal business hours of the recipient, and otherwise on the next business day following transmission; certified mail, return receipt requested, postage prepaid, three business days after being deposited in the United States mail; or overnight carrier service or personal delivery, when received. For Key Notices, the Parties will follow up any electronic transmission with a hard copy of the communication by the means described above. All other communications or notices between the Parties that are not Key Notices may be done via electronic transmission. The Parties agree that any notice or communication transmitted by electronic transmission shall be treated in all manner and respects as an original written document; any such notice or communication shall be considered to have the same binding and legal effect as an original document. All Key Notices shall include a reference to the Agreement, and Key Notices shall be given to the Parties at the following addresses:

Grand County

Attn: County Manager

PO Box 264

Hot Sulphur Springs, CO. 80451

Town of Fraser

Attn: Town Manager

PO Box 120

Fraser, CO 80442

Town of Granby

Attn: Town Manager

PO Box 440

Granby, CO. 80446

Town of Grand Lake

Attn: Trustee

PO Box 99

Grand Lake, CO. 80447

Town of Hot Sulphur Springs

Attn: Town Clerk/Treasurer

PO Box 116

Hot Sulphur Springs, CO. 80451

Town of Kremmling

Attn: Town Manager

PO Box 538

Kremmling, CO. 80459

Town of Winter Park

Attn: Town Manager

PO Box: 3327

Winter Park, CO. 80482

Jackson County

Attn.: Public Health Nurse

PO Box 1019

Walden, CO. 80480

Town of Walden

Attn: Town Clerk

PO Box 489

Walden, CO. 80480

Moffat County

Moffat County Board of County Commissioners

221 W. Victory Way, Ste. 120

Craig, CO 81625

City of Craig

Craig Police Department

Attn: Chief of Police

800 W. 1st St., #300

Craig, CO. 81625

Town of Dinosaur

Attn: Town Manager

317 Stegosaurus Fwy

Dinosaur, CO. 81610

Rio Blanco County

Attn.: Administrator

PO Box 599

Meeker, CO 81641

Town of Meeker

Attn: Town Administrator

345 Market St.

Meeker, CO. 81641

Town of Rangely

Attn; Town Manager
209 E Main
Rangely, CO. 81648

Routt County
Attn: County Manager
522 Lincoln Ave, Ste. 34
Steamboat Springs, CO 80487

Town of Hayden
Attn: Town Manager
PO Box 190
Hayden, CO 81639

Town of Oak Creek
Attn: Town Treasurer
PO Box 123
Oak Creek, CO. 80467

City of Steamboat Springs
Attn: City Manager
PO Box 775088
Steamboat Springs, CO 80477

Town of Yampa
Attn: Town Administrator / Clerk
PO Box 224
Yampa, CO. 80483

17. **GENERAL TERMS AND CONDITIONS**

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1. **Independent Entities.** The Parties enter into this Agreement as separate, independent governmental entities and shall maintain such status throughout.

2. **Assignment.** This Agreement shall not be assigned by any Party without the prior written consent of all Parties. Any assignment or subcontracting without such consent will be ineffective and void and will be cause for termination of this Agreement.

3. **Integration and Amendment.** This Agreement represents the entire agreement between the Parties and terminates any oral or collateral agreement or understandings. This Agreement may be amended only by a writing signed by the Parties. If any provision of this Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and the remaining provision of this Agreement shall continue in full force and effect.

4. **No Construction Against Drafting Party.** The Parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any Party merely because any provisions of the Agreement were prepared by a particular Party.

5. **Captions and References.** The captions and headings in this Agreement are for convenience of reference only and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

6. **Statutes, Regulations, and Other Authority.** Any reference in this Agreement to a statute, regulation, policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the execution of this Agreement.

7. **Conflict of Interest.** No Party shall knowingly perform any act that would conflict in any manner with said Party's obligations hereunder. Each Party certifies that it is not engaged in any current project or business transaction, directly or indirectly, nor has it any interest, direct or indirect, with any person or business that might result in a conflict of interest in the performance of its obligations hereunder. No elected or employed member of any Party shall be paid or receive, directly or indirectly, any share or part of this Agreement or any benefit that may arise therefrom.

8. **Inurement.** The rights and obligations of the Parties to the Agreement inure to the benefit of and shall be binding upon the Parties and their respective successors and assigns, provided assignments are consented to in accordance with the terms of the Agreement.

9. **Survival.** Notwithstanding anything to the contrary, the Parties understand and agree that all terms and conditions of this Agreement and any exhibits that require continued performance or compliance beyond the termination or expiration of this Agreement shall survive such termination or expiration and shall be enforceable against a Party if such Party fails to perform or comply with such term or condition.

10. **Waiver of Rights and Remedies.** This Agreement or any of its provisions may not be waived except in writing by a Party's authorized representative. The failure of a Party to enforce any right arising under this Agreement on one or more occasions will not operate as a waiver of that or any other right on that or any other occasion.

11. **No Third-Party Beneficiaries.** Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the Parties. Nothing contained in the Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the Parties receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.

12. **Records Retention.** The Parties shall maintain all records, including working papers, notes, and financial records in accordance with their applicable record retention schedules and policies. Copies of such records shall be furnished to the Parties request.

13. **Execution by Counterparts; Electronic Signatures and Records.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Parties approve the use of electronic signatures for execution

of this Agreement. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. §§ 24-71.3-101, et seq. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

14. **Authority to Execute.** Each Party represents that all procedures necessary to authorize such Party's execution of this Agreement have been performed and that the person signing for such Party has been authorized to execute the Agreement.

SIGNATURES OF PARTIES:


R F George (Apr 10, 2025 11:27 MDT)

Signature

Date

Name and Title

Grand County Board of County Commissioners



Signature

Michael Brack, Town Manager

04/28/2025

Name and Title

Date

Fraser Town Board


Ted Cherry (Apr 10, 2025 08:13 MDT)

Signature

Ted Cherry

04/10/2025

Name and Title

Date

Granby Board of Trustees

Robert Miller

Robert Miller (May 8, 2025 09:28 MDT)

Signature

Name and Title

Date

Grand Lake Board of Trustees

Katie LaDrig

Katie LaDrig (Apr 11, 2025 08:48 MDT)

Signature

Name and Title

Date

Hot Sulphur Board of Trustees

Keith Riesberg

Signature

Keith Riesberg

Name and Title

Date

Winter Park Town Council

Signature

Name and Title

Date

Kremmling Town Council

Coby L. Corkle

Coby L. Corkle (Apr 28, 2025 13:08 MDT)

Signature

Coby L. Corkle

04/28/2025

Name and Title

Date

Jackson County Board of County Commissioners

Sherry Cure

Sherry Cure (Apr 10, 2025 07:20 MDT)

Signature

Name and Title

Date

Walden Town Board

Melody Fullard

Signature

Name and Title

Date

Moffat County Board of County Commissioners

Douglas J. Conrad

Signature

Commander Douglas J. Conrad

04/11/2025

Name and Title

Date

Craig City Council

Signature Laurance Elarton
Laurance Elarton (Apr 16, 2025 09:45 MDT)

Laurance Elarton

04/16/2025

Name and Title

Date

Dinosaur Town Council



Signature

Jennifer O'Hearon Chair

04/18/2025

Name and Title

Date

Rio Blanco County Board of County Commissioners



Signature

Name and Title

Date

Meeker Board of Trustees



Signature

Name and Title

Date

Rangely Town Council



Signature

Shannon L Fatjo - JBBS Coordinator

04/10/2025

Name and Title

Date

Routt County Board of County Commissioners

Mathew Mendisco
Mathew Mendisco (May 1, 2025 10:10 MDT)

Signature

Name and Title

Date

Hayden Town Council

Jennifer Hewes
Jennifer Hewes (Apr 17, 2025 12:51 MDT)

Signature

Jennifer Hewes, Treasurer

04/10/2025

Name and Title

Date

Oak Creek Town Board

Signature

Name and Title

Date

City of Steamboat Springs

Sheila Symons Town of Yampa Clerk
Sheila Symons Town of Yampa Clerk (Apr 10, 2025 08:30 MDT)

Signature

04/10/2025

Name and Title

Date

Yampa Town Council

May 2025 - Public Works Staff Report

Parks & Recreation

- Staff have been turning the water on to the parks, but due to aging infrastructure and abnormal frost heaves, this has been a longer process than normal.
- The Town, West Grand, and Kremmling Hospital participated in the annual cleanup day. The sixth and eighth graders picked up a large amount of garbage throughout the town. Students in grades 9-12 worked on several projects at each community partner.
- The old storage structure at the Red Mountain sports complex has been removed. During our 2023 CIRSA insurance inspection, this structure was deemed a significant risk and needed to be demolished. This should help our yearly score increase, which should lower our rates.
- The youth and adult volleyball programs have successfully concluded for the season, with strong participation and positive feedback.
- The baseball season is set to begin this week, with teams finalized and schedules distributed. Preparations are complete, and the fields are ready for practice to start.
- The adult league softball program is scheduled to start later this month. Registration numbers are promising, and planning is underway to ensure a smooth and successful launch.
- Staff attended the GOCO webinar and have begun working on a concept paper in collaboration with our regional representative. This document will outline preliminary ideas and potential project scopes for future grant consideration.

Streets and Roads

- Staff has been working on patching potholes and shouldering of roadways. Staff has also been working on addressing roadway shoulder drainage issues.
- Varian was able to obtain his Class B CDL, this is super beneficial and should help build resilience training for snow plow operations.

Water

- Water production for the month of March was 8.18 MGD.
- Staff attempted to exercise the river pump station, and after several hours of operation a large leak in the discharge line was discovered. Staff will do the required excavation and attempt to fix the issue in-house.
- There were three new $\frac{3}{4}$ inch taps installed, each tap was inspected and documented by staff.

May 2025 - KPD Staff Report

Department

- Calls for service are trending upwards, and KPD is becoming busier as the summer begins. This trend is what is expected for this time of year. Also, special events and non-law enforcement requests for service are beginning to increase as the summer season begins.
- KPD was asked to look into a claim of abuse by a WGSD employee on a student. This investigation is of a very sensitive nature and has taken a lot of KPD's resources in recent weeks.
- KPD investigated a Stalking and numerous related Violation of Protection Order criminal violations. These cases are set for trial this summer and have several motion hearings scheduled as well. The subpoenas issued by the Court have included nearly all KPD employees on several occasions throughout the summer.

Personnel

- HVE enforcement activity has increased and is expected to continue through June, when the next grant cycle will begin.

Code Enforcement

- The Kremmling Police Department, Town Manager, Public Works Director, Town Planner, and Town Clerk (as well as other staff) have been working together and meeting regularly to discuss and plan out code enforcement strategies.
- Several code complaints have been made to the Town Clerk and disseminated to the appropriate resource. KPD assisted with several complaints.

Projects

- The CIRSA Grant Committee awarded KPD \$1625 to send Officer Hicks to the annual LexisNexis Investigative Technology and Innovation (ITI) Summit this fall. The dates and location have not yet been announced.
- KPD assisted with the West Grand School District's 2025 Safety Fair. KPD helped with the Bicycle Rodeo event.
- KPD assisted with the school clean-up day.
- Police Technician Hassler volunteered to assist with the Town Clean-up Day.
- KPD assisted with the West Grand School District's Touch-a-Truck event

May 2025 - KPD Staff Report

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

Patrol Response	Number
Total Officer Response	142
Reports Written	22
Calls For Service	77
Officer Initiated	65

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

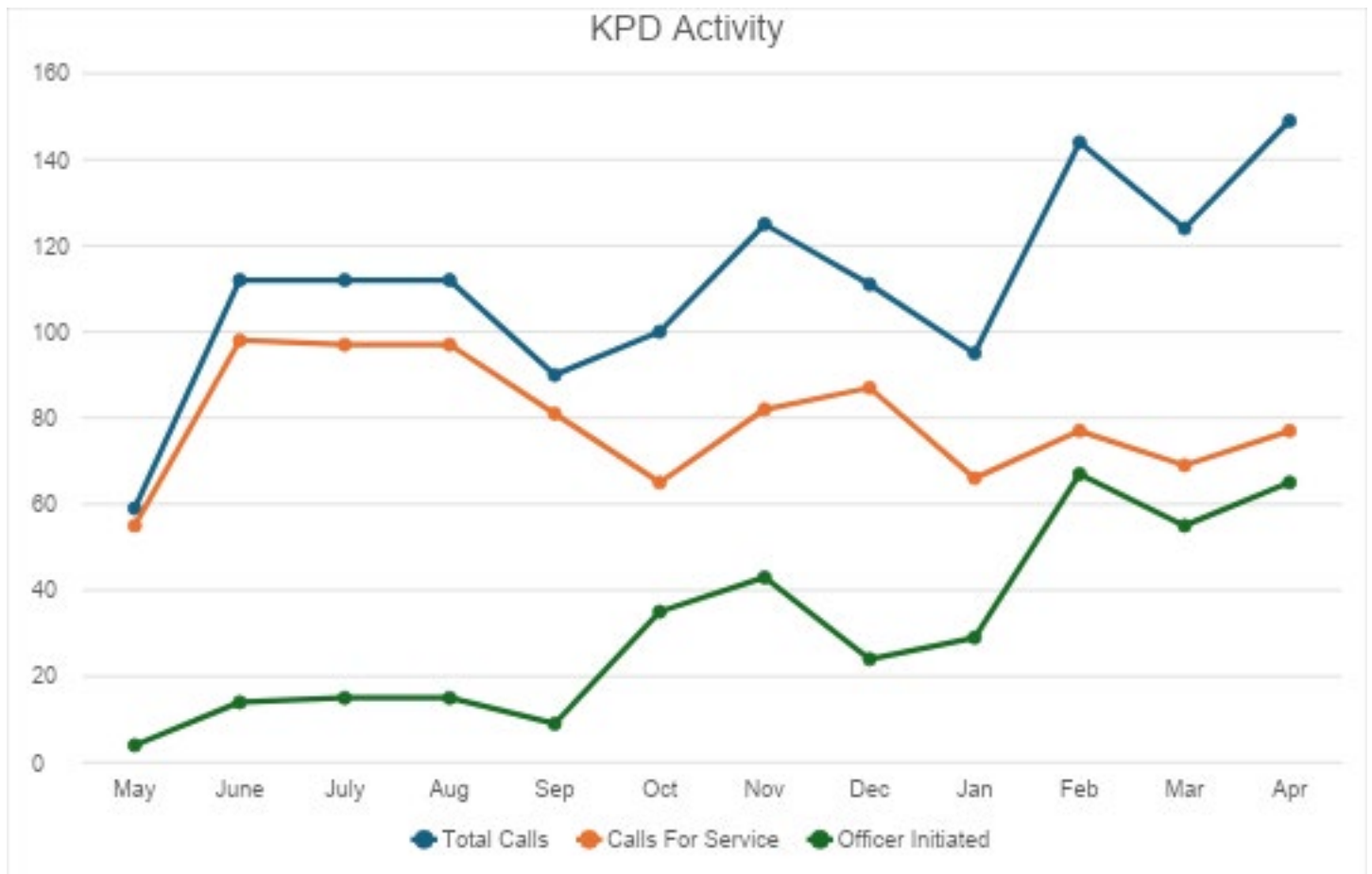
Property Crime	Number
Burglary	0
Theft	0
Motor Vehicle Theft	0
Arson	0

Enforcement (In Town and HVE)	Number
Traffic Stops	49
Total Citations	29
Total Summons	1
Total Arrests	3

Arrests	Number
Officer on View	4
Warrant Service	0

Summons	Number
Not Traffic Related	0
Traffic Violations	3

Public Services	Number
Open Records Request	4
VIN Inspections	2
Special Events	4



May 2025 - Town Clerk & Treasurer Staff Report

Town Clerk

- A significant amount of time has been dedicated to onboarding new employees, including the Town Planner, Town Manager, and seasonal Public Works staff.
- Prepared various agendas, minutes, ordinances, resolutions, and memos for the Board of Trustees meetings and the Planning and Zoning Commission. Additionally.
- Assisted the Town Planner with records searches and scheduling public hearings for land use applications.
- 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.
- Between April 16, 2025, and May 19, 2025, I provided Notary Public services 12 times and responded to three Colorado Open Records Act (CORA) requests during the same period.
- Met with Community Planning Strategies, alongside the Town Manager and Town Planner, to ensure the Town Planner has all necessary documents and information from CPS. This collaboration aims to avoid gaps in information and delays in processing existing applications and previous work.
- Attended CloudPermit training with the Town Manager and Town Planner to ensure that current staff can effectively use the building permit review software without delays.
- I discussed establishing a ballot box at Town Hall with the Grand County Clerk & Recorder, noting that some concrete work will be required to meet the box's specifications.

Treasurer

- A total of \$13,474 in tax liens were filed with the Grand County Treasurer on November 15, 2024. To date, \$2,194 has been received.
- Attempted to close out the DOLA Community Readiness Assessment Grant and discovered that approximately \$9,500 remains unspent. Staff is currently researching opportunities to utilize the remaining funds to benefit the Town.
- The current Finance Officer has requested to return to the Town of Kremmling full-time, potentially in the role of Treasurer/Finance Director. The Town Manager and I are hoping to bring this experienced employee back to the team in a full-time capacity.
- The 2024 Audit is scheduled for mid-June.
- We have held various meetings with the Town Manager, relevant staff, contractors, and lenders to ensure that funding and reporting for the Water Plant are comprehensive and well-understood by staff.
- We've successfully transitioned to the new online system with United Business Bank.

- Submitted the ARPA report alongside the Town Manager. This should hopefully be the final report, as we have expended all the funds; however, there may be an additional report required next year.

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	
May	July	\$114,391.16	\$120,242.01	\$130,579.17	\$123,958.43	
June	August	\$152,750.49	\$146,509.10	\$156,059.93	\$160,662.25	
July	September	\$139,011.55	\$161,165.84	\$170,817.48	\$156,785.85	
August	October	\$160,700.38	\$163,566.43	\$154,060.57	\$164,648.89	
September	November	\$154,417.22	\$168,817.41	\$166,181.58	\$166,651.67	
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	\$379,349.87

May 2025 – Town Manager Report

Internal Team

- Generally focused on supporting department heads with existing initiatives
- Multiple tours of the town to view facilities, code violations, fireworks sites, parks
- Staff implemented interactive process for tracking deliverables from each board meeting, code enforcement meetings to help facilitate existing efforts, and code complaint tracking system shared amongst all departments to increase coordination

Water Treatment Plant

- Compiled summaries of key loan terms, payment dates, reporting requirements and distributed to the team, attempted to secure forgiveness for additional portions of BIL Direct loan (\$1.6M) and reverse ~\$200K of loan payments due before drawdowns made
- Submitted DOLA quarterly grant report
- Confirmed potential availability of cost overrun funds through state loan facilities
- Received approval to execute \$17.5M construction contract with Hensel Phelps
- Hosted kick off meeting on May 14th with construction slated to begin May 27th
- The first key milestone for the project is the completion of a retaining wall in mid-August
- Requested waiver of building permits from Grand County at May 6 BOCC meeting
- Have requested final water rate study documents & report

Meeting Community & Stakeholders

- Grand County: Kris Manguso (Community Development Director), Rachel Drewitt (Building Technician), Dianne Butler (Economic Development) Ed Moyer (Manager), Micah Benson (Asst. Manager), Sarah Catanzarite (Fraser Asst.), Ted Cherry (Granby), Steve Kudron (Grand Lake), Keith Reisberg (Winter Park)
- Kremmling: Elizabeth Bauer (WGSD Superintendent), BLM, Lalitha Christian (Freeport Rep), Tony Tucker (Fire Chief), Trustees Woog, Sammons, Mathis, Miller, Underbrink
- Other: Kate McIntire & Nichole Robillard (DOLA), Confluence Connection, Ski Hi News, FPPA (Police Pension), CRA (Colorado Retirement Assn)
- Roundtable w/ Congressman Neguse in Granby
- Sanitation District Meeting (April 14), P&Z Meeting (May 14)
- Spoke with 3 citizens in person re: outstanding utility bills & code enforcement
- Generally trying to get out and be available around town

Miscellaneous

- Moved to Kremmling, as per contract

- Locked in fireworks vendor and associated planning (signs, site, road work) for July 4
- Began the process of renewing airport hangar leases
- Evaluated renewal of Opioid IGA with Town Clerk, Police Technician & Police Chief
- Submitted ARPA report re: Covid relief funds and avoided clawbacks
- Met with Whitmer Law for orientation re: water rights
- Staff now has access to the Facebook account and has begun re-engaging the community
- Fielded multiple requests from citizens, developers, businesses, Middle Park Health, School District and County re: water rates - have requested the model, final report and a walk through of both with RCAC
- Attended school cleanup day
- Met with CDOT & Trustee Miller for orientation around Mountain Rail

Action Register

4/16/2025 BoT Meeting

- ~~Post Finance Officer job locally~~
- ~~Post Treasurer job to Indeed~~
- ~~Record zoning ordinance~~
- ~~Email Jon from NWCCOG about updating zoning map~~
- ~~Send liquor licences to state~~
- ~~Follow up with Alan on zoning map~~
- ~~Approve Hugo's development project~~
- ~~Email Chief Lisenby re: background checks~~
- Take signed minutes to bank to add Jen as signer

Status: will be completed after approval at the 5/21 meeting

5/7/2025 Work Session

- Coordinate with the Fair Board to identify an opportunity for collaboration and potential in-kind donation to upcoming event (such as a kick off in the town square)

Status: In progress - staff has reached out to the fair coordinator for a discussion.



Kremmling Board of Trustees Regular Meeting

Agenda Item Cover Letter

Agenda Item:

Discussion & Action Item. Resolution No. 2025-05-04 A Resolution Amending the Comprehensive Financial Management Policies (CFMP) for the Town of Kremmling.

Department:

Teagan Serres, Town Clerk & Treasurer & Jen MacPherson, Town Manager

Executive Summary:

Staff is proposing raising the Department Director's purchasing authority from \$1,000 to \$5,000.

Summary:

While the Town Manager position was vacant, the purchasing authority for Department Directors was temporarily increased to \$5,000. This increase would automatically revert to \$1,000 once a new Town Manager was hired. During the special meeting on January 8, 2025, the Board of Trustees expressed concern that a purchasing authority of \$1,000 was insufficient for Department Directors. After the Town Manager was onboarded, staff consulted with the Town Manager and obtained approval to present this issue to the Board of Trustees for consideration.

Financial Impacts:

If approved, Department Directors would have the authority to approve purchases within their departments up to \$5,000. This amendment also updates the internal control limit to \$5,000, meaning informal bids will only be required for purchases exceeding that amount.

An alternative option is to add another category to the table that requires informal bids for purchases ranging from \$1,001 to \$35,000, similar to the current policy.

Staff Recommendation:

1. Motion to approve Resolution No. 2025-05-04 as presented.
2. Motion to table Resolution No. 2025-05-04 until the _____ meeting.
3. Deny approval.

Attachments:

Draft Resolution No. 2025-05-04

"Exhibit A" Amendments to CFMP

TOWN OF KREMMLING
RESOLUTION NO. 2025-05-04

**A RESOLUTION AMENDING THE COMPREHENSIVE FINANCIAL MANAGEMENT
POLICIES (CFMP) FOR THE TOWN OF KREMMLING**

WHEREAS, the Town Board of the Town of Kremmling has previously had numerous resolutions for various Town Policies; and

WHEREAS, Resolution No. 2023-02-02, adopted on February 15, 2023, incorporated the Financial Policy, Purchasing Policy, Investment Policy, Procurement Policy, and Fund Balance into one Comprehensive Financial Management Policy (CFMP); and

WHEREAS, it is in the best interest of the Board of Trustees and Town Staff to periodically review and update the CFMP; and

WHEREAS, the Town Manager recommends approval of the revised CFMP and the Board finds the revisions are in the best interests of the Town; and

WHEREAS, it is the understanding of the Town Board that this is a conceptual adoption and is subject to legal counsel revision no more than thirty (30) days after adoption.

NOT, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF KREMMLING:

Effective May 21, 2025, Section: Purchasing Policies, 4. Purchasing Thresholds/Authority of the Town of Kremmling's Comprehensive Financial Management Policies shall be updated as follows:

- 1. The Purchasing Threshold/Authority for Department Directors shall now be \$5,000.
- 2. The Amendments to the Town of Kremmling Comprehensive Financial Management Policy are hereby approved in essentially the same form as the copy of such form accompanying this resolution.

INTRODUCED, READ, AND ADOPTED by the Board of Trustees on this 21st day of May 2025.

TOWN OF KREMMLING

Wes Howell, Mayor

ATTEST:

Teagan Serres, Town Clerk

Purchasing Policies

The purpose of this section is to establish purchasing guidelines. These policies are applicable to all purchasing for the Town of Kremmling and are established to ensure that needed goods and services are obtained in a timely and economical manner, consistent with acceptable quality standards.

Consistent with these objectives, a part of the Town’s procurement activity is decentralized. In recognition of the cost of staff time and to reduce the cost of making small purchases, purchasing cards are issued to selected personnel as approved by the Town Manager. The purchasing card will be defined later in this manual.

Procedures which apply to purchases made directly by Town staff as well as the steps followed by the Finance Department are described below, along with the public purchasing law and ethical standards that shape the Town’s purchasing activities.

This policy shall and the award of bid provisions herein are solely for the fiscal responsibility and benefit of the Town, and confer no rights, duties, or entitlements to any bidders or proposers.

- Conflict of Interest. No employee or official of the Town shall participate in a transaction, contract, activity, or service of the Town which has a direct or predictable effect on their financial interests or the financial interests of an immediate family member.
- Personal Purchases. It is prohibited for an employee or official to make purchases for personal purposes or to receive special pricing from a vendor using the Town’s name, account or reputation.
- Payment Authorization. All requests for payment must be approved by the Department Director, and in some instances the Treasurer, and Town Manager. Employees cannot authorize payments to themselves.
- Purchasing Thresholds/Authority. Generally, the purchasing thresholds detailed below will be applicable (if there are grant funds involved, the thresholds may differ. Please refer to any grant requirements and proceed using the most restrictive standards.):

Purchase Amount	Procurement Requirement	Approval Level	Contract Authority
All bids/quotes and/or co-op pricing must be obtained PRIOR to purchase.			
Appropriated Items			
Under \$5,000	Internal Control for under \$5,000	Department Director	n/a
\$5,001-\$35,000	Competitive Informal Bidding Process I: Three informal Bids (Phone, email, or in writing)	Department Director	Town Manager
\$35,001-\$99,999	Competitive Informal Bidding Process II: Three written bids secured in writing	Town Manager	Board of Trustees
\$100,000+	Formal Procurement Process	Town Manager	Board of Trustees
Amendments & Change Orders	Increases greater than 5% or \$5,000 (excluding contingency) require additional approval.		
Unappropriated Items	Any unappropriated item exceeding \$25,000 must be reviewed and approved by the Board of Trustees.		

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Purchase Amount	Procurement Requirement	Approval level	Contract Authority
All bids/quotes and/or co-op pricing must be obtained PRIOR to purchase			
Appropriated Items			
Under \$1,000	Internal control for under \$1000	Department Director	n/a
\$1,001-\$35,000	Competitive Informal Bidding Process I: Three informal Bids (Phone, email, or in writing)	Department Director	Town Manager
\$35,000 - \$99,999	Competitive Informal Bidding Process II: Three written bids secured in writing	Town Manager	Board of Trustees
\$100,000	Formal Procurement Process	Town Manager	Board of Trustees
Amendments & Change Orders	Increases greater than 5% or \$5,0000 (excluding contingency) require additional approval		
Unappropriated items			
* Any unappropriated item exceeding \$25,000 must be reviewed and approved by the Board of Trustees			

5. Local Purchasing Preference.

- a. If a local bidder is within five (5%) percent of the lowest bid from an out of town bidder on a construction or other formally bid project from \$0.00 - \$4,999.99, two (2%) percent on such project(s) from \$5,000.00 up to \$999,999.99, and within one (1%) percent on such project(s) from \$1,000,000.00 up to \$5,000,000.00, then the local bidder will be awarded the bid unless otherwise provided in this section.
- b. The local purchasing preference policy shall not apply in the following instances:
 1. When purchases and/or contracts are funded in whole or in part by federal funds;
 2. When purchases are more than \$5,000,000.00;
 3. When purchases are not required to be formally bid, such as sole source procurements, emergency procurements and any other such procurements as defined in the Town procurement policy or the Town emergency management policy;
 4. When professional services are procured through the issuance of requests for qualifications and/or requests for proposals, including design-build contracts; or construction manager at risk (CMaR); or,
 5. When such preference is in conflict with any applicable state or federal laws, rules or regulations.
 6. The local purchasing preference policy shall not apply to private construction projects financed with public assistance, including, but not limited to, tax increment financing, redevelopment projects and enterprise zone redevelopment.
 7. In an event where it may be prohibited as a condition of any grant, or violation of law, the local vendor preference shall not be applied.
- c. "Local" is defined as a business operating within the corporate limits of the Town of Kremmling, with the majority of its primary business operations, including, but not necessarily limited to, production, operation, purchasing, billing, marketing, management, administration and ownership, occurring within the town limits. "Local" shall not include the following:
 1. Those businesses with only a local Kremmling post office box;
 2. Those businesses with a sales presence in the Town, but no physical business location



Kremmling Board of Trustees Regular Meeting

Agenda Item Cover Letter

Agenda Item:

Discussion & Action Item. Resolution No. 2025-05-05 A Resolution of the Town of Kremmling, Colorado Designation Representatives Authorized to Coordinate with Colorado Department of Public Health and Environment and the Colorado Water Resources and Power Development Authority Regarding Financial Assistance Matters.

Department:

Teagan Serres, Town Clerk & Treasurer & Jen MacPherson, Town Manager

Executive Summary:

The Town has chosen to operate its water facilities as a public utility, managing finances through the Town's Water Activity Enterprise Fund. The Board recognizes that both the Town's and the public's interests necessitate improvements to the System, including upgrades and expansion of the water treatment facility. Through the Water Enterprise Fund, the Town has secured a \$300,000 Design and Engineering Grant, a \$11,042,212 Drinking Water Revolving Fund Leveraged Loan, and the BIL Direct Loan in the amount of \$4,676,154.

Summary:

The loan agreements were executed on November 22, 2024, during Ashley Macdonald's tenure as the Town Manager. Therefore, she is recognized as one of the authorized representatives on all relevant documents. To ensure a timely receipt of funds as construction of the new water treatment plant begins, it is necessary to remove the former Town Manager and to add the current Manager, Jen MacPherson, as the authorized representative and signer.

Financial Impacts:

No additional financial impacts; the loans and grants have all been approved and executed. This update is necessary to ensure the Town can access the loans in a timely manner.

Staff Recommendation:

1. Motion to approve Resolution No. 2025-05-05 as presented.
2. Motion to table Resolution No. 2025-05-05 until the _____ meeting.
3. Deny approval.

Attachments:

Draft Resolution No. 2025-05-05

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

**A RESOLUTION OF THE TOWN OF KREMMLING, COLORADO DESIGNATING
REPRESENTATIVES AUTHORIZED TO COORDINATE WITH COLORADO
DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT AND THE COLORADO
WATER RESOURCES AND POWER DEVELOPMENT AUTHORITY REGARDING
FINANCIAL ASSISTANCE MATTERS**

WHEREAS, the Town of Kremmling, Colorado (the “Town”) has applied for and received grants and/or loans from the Colorado Department of Public Health and Environment and the Colorado Water Resources and Power Development Authority regarding improvements to the Town’s water system; and

WHEREAS, Ashley Macdonald, the former Town Manager, was previously one of the authorized persons to represent the Town of Kremmling, Colorado, regarding the signing of Loan documents and pay requests for the Water Treatment Plant Replacement Project for the Design, Engineering, and Construction Grants; and

WHEREAS, Ashley Macdonald, the former Town Manager, was previously one of the authorized persons to represent the Town regarding the signing of loan documents and pay requests for the Water Treatment Plant Replacement Project regarding the Loans; and

WHEREAS, Ashley Macdonald, the former Town Manager, is no longer holding that position with the Town, and the Town desires to designate Jennifer MacPherson, the current Town Manager, as one of the authorized persons to represent the Town with respect to this project.

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

The Board of Trustees of the Town of Kremmling, Colorado hereby designates the following individual as one of the persons authorized to sign deliverable documents on behalf of the Town of Kremmling, Colorado on all financial matters associated with grants and loans administered by the Colorado Department of Public Health and Environment and the Colorado Water Resources and Power Development Authority: Jennifer MacPherson, Town Manager.

This resolution shall be effective upon its approval by the Board.

INTRODUCED, READ, AND ADOPTED by the Board of Trustees on this 3rd day of April 2024.

TOWN OF KREMMLING

Wes Howell, Mayor

ATTEST:

Teagan Serres, Town Clerk



Kremmling Board of Trustees Regular Meeting

Agenda Item Cover Letter

Agenda Item:

Discussion & Action Item. Resolution No. 2025-05-06 A Resolution of the Board of Trustees of Kremmling, Colorado, Supporting a Grant Application for the Great Outdoors Colorado (GOCO) Community Impact Program.

Department:

Teagan Serres, Town Clerk & Treasurer & Jen MacPherson, Town Manager

Executive Summary:

The Recreation Coordinator wishes to apply for the GOCO Community Impact Program Grant and has identified several projects that may qualify for this program. Additionally, pursuant to the Town's Comprehensive Financial Management Policies, staff must obtain approval from the Board of Trustees before applying for grants that may require monetary matching funds that are not included in the budget.

Summary:

The Community Impact program invests in projects that enhance a community's quality of life and outdoor access. It funds the planning and/or construction of new or upgraded parks, trails, natural areas, and other outdoor amenities. Funding may also be used for stewardship work. \$100,000–\$2,000,000 per project. This grant opportunity is highly competitive, especially for projects at the higher end of this range. GOCO may suggest a revised award amount as needed. Starting in fiscal year 2027 (July 1, 2026 - June 30, 2027), grants above \$2,000,000 per project will be considered. GOCO expects to select no more than 1 to 2 projects per fiscal year for this level of investment.

First Cycle

Concept papers due: July 24, 2025
Applications invited: August 8, 2025
Applications due: September 11, 2025
Grants awarded: December 12, 2025

Second Cycle

Concept papers due: January 15, 2026
Applications invited: January 30, 2026
Applications due: March 5, 2026
Grants awarded: June 2026

The Recreation Coordinator is seeking support to apply for a grant and is also seeking direction from the Town Board regarding preferred projects. There are numerous projects that could qualify for the grant. Possible options include funding for planning larger initiatives, creating a Parks Master Plan, or upgrading some or all of the existing parks.



Kremmling Board of Trustees Regular Meeting

Agenda Item Cover Letter

Financial Impacts:

Financial impacts are unknown at this time. Depending on the project chosen, staff could request up to two million dollars in grant funding, and GOCO does not have a set match requirement for its funding opportunities.

Staff Recommendation:

1. Motion to approve Resolution No. 2025-05-06 as presented.
2. Motion to table Resolution No. 2025-05-06 until the _____ meeting.
3. Deny approval.

Attachments:

Draft Resolution No. 2025-05-06

Community Impact Program Guidance from GOCO

**TOWN OF KREMMLING
RESOLUTION NO. 2025-05-06**

**A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF
KREMMLING, COLORADO, SUPPORTING A GRANT APPLICATION FOR THE
GREAT OUTDOORS COLORADO (GOCO) COMMUNITY IMPACT PROGRAM**

WHEREAS, the Town of Kremmling is a political subdivision of the State of Colorado and, therefore, an eligible applicant for a grant awarded by Great Outdoors Colorado; and

WHEREAS, the Recreation Coordinator has identified multiple projects to improve community vitality and youth connections and qualifies for the Great Outdoors Colorado Community Impact Program; and

WHEREAS, there is currently no money budgeted within the Town of Kremmling Recreation 2025 Capital Outlay Budget to match funds for the Great Outdoors Colorado Community Impact Program; and

WHEREAS, customizable match amounts for projects based on the community's ability to match and some expenses for the project may be eligible as a match; and

WHEREAS, money could be budgeted for 2026 for the match requirement; and

WHEREAS, the Board of Trustees for the Town of Kremmling supports the Grant application for the Project.

**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 could budget matching funds for a grant with the Great Outdoors Colorado Community Impact Program.

Section 2. The Board of Trustees authorizes the Recreation Coordinator and other relevant staff to apply for the _____ Cycle Community Impact 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 21st day of May 2025.

TOWN OF KREMMLING

Wes Howell, Mayor

ATTEST:

Teagan Serres, Town Clerk

Know Before You GOCO

COMMUNITY IMPACT PROGRAM GUIDANCE

Welcome! We're so glad you're here. Please read the following information carefully to learn everything you need to know to submit a competitive grant proposal. Contact your GOCO regional officer with any questions.

The Community Impact Program supports projects that enhance a community's quality of life and outdoor access. This includes planning, building, or upgrading parks, trails, natural areas, and other publicly accessible outdoor recreation amenities. Projects may focus on addressing critical stewardship needs in parks, trails, and open spaces.

Priority will be given to projects that clearly reflect community needs and priorities, support a broad base of users, and will be a significant asset for your community, the region and/or state.

Grant Awards

\$100,000 - \$2,000,000 per project (GOCO may suggest a revised request amount, as needed)

Timeline

1-3 years for project completion, with flexibility based on deliverables

Grant Process

- 1) Explore grant programs and requirements.
- 2) Contact your regional officer and develop a concept. (3+ months)
- 3) Submit a concept paper.
- 4) If invited, submit an application.
- 5) If awarded, complete your project.
- 6) Submit final documentation for funding reimbursement.

Note that some projects may experience several rounds of feedback from GOCO staff prior to and during concept paper submission. Once a concept paper is submitted, award decisions are announced six months later at a GOCO board meeting.

Eligibility

Eligible Organizations

- Colorado cities, towns, and counties

- Title 32 special districts eligible to receive Conservation Trust Fund distributions
- Land conservation organizations that support open space and natural area acquisitions
- Political subdivisions of the State of Colorado whose missions are to identify, manage, or acquire open space and natural areas
- Colorado Parks and Wildlife

Eligible Grant Expenses

- Construction and other project implementation costs
- Land acquisitions for parks or recreation access
- Master plans, regional recreation plans, and site plans
- Staff and/or volunteer training or positions, consultants, or other professional services
- Transportation expenses for mileage, fuel, rental, etc.
- Equipment rental (discuss equipment purchase eligibility with GOCO)
- Community engagement, planning, and design processes
- Project communications and celebrations

The following expenses **will not** be covered:

- Enclosed structures, environmental education facilities and restrooms excepted
- Amphitheaters, entertainment stages, or similar
- Costs associated with public art installations
- Programs associated with projects
- Project contingency

This list is not exhaustive. Contact your GOCO regional officer to confirm eligible expenses.

Match Requirements

GOCO does not have a set match requirement for our funding opportunities, though you should explore opportunities for strategic project partnerships, resources, and complementary funding sources. Your regional officer can also provide guidance.

Payment & Reimbursement

GOCO prefers to reimburse partners for the grant award amount as a single payment after project completion. If this reimbursement approach creates a barrier to completing your project, contact your GOCO grants officer to discuss alternatives, including advanced and partial payments.

Property Ownership

For capital development projects, the eligible entity should own or have a legal property interest in the property on which the project will take place. GOCO cannot fund recreation development on property condemned specifically for that development. However, GOCO may

consider funding recreation development on lands previously condemned for non-recreation purposes.

Public Access and Maintenance

The public must have reasonable access to any GOCO-funded project. Grantees must commit to maintaining the project in a reasonable state of repair for the purposes specified in the proposal and for the life of the project (or a minimum of 15 years).

Wildlife Review

Applicants will work with their GOCO regional program officer and the local Colorado Parks & Wildlife Area Wildlife Manager (AWM) to understand, document, and mitigate any impacts to wildlife habitat. Concept papers invited to the application will be required to submit the wildlife review form. Please contact the AWM well in advance of the application deadline.

How Proposals Are Assessed

Alignment with GOCO's Program Values

- *Resource conservation* – We value strategic land conservation and resource protection work.
- *Outdoor stewardship* – We support sustainability of and improvements to the state's natural and recreational resources.
- *Community vitality* – We invest in conservation and outdoor recreation efforts that support communities and quality of life.
- *Equitable access* – We partner with communities to break down barriers to the outdoors.
- *Youth connections* – We believe children and their families deserve opportunities to get outside and experience all the benefits of doing so.

Additional Considerations

- *Urgency* – Priority goes to projects ready to be implemented and/or projects that address time-sensitive issues.
- *Need* – Priority goes to projects that will benefit most from GOCO funding, whether there are few other funding options or GOCO's contribution will help leverage a match from another organization or the community. We aim to equitably distribute funding throughout the state. We also consider the scale of impact relative to GOCO's investment.
- *Community-centered approaches* – Priority goes to projects where residents and partners are represented and meaningfully involved in design, implementation, and/or maintenance.

- *Outcomes* – We consider the project’s ability to offer or improve diverse recreation, expand access for disproportionately impacted communities, advance collaborative stewardship opportunities, sustain recreation or natural resources, and utilize climate resilient and environmentally conscious approaches.
- *Advancing relevant plans and resources* – We consider how projects align with local, regional, or statewide efforts, such as the goals of Colorado’s Outdoors Strategy.

Submitting a Proposal

Concept Paper

Applicants should work with their GOCO regional officer to develop a concept paper. Drafts are accepted on a rolling basis. Regional officers ask follow-up questions as needed and provide feedback. GOCO staff collectively reviews concepts and identifies the most competitive proposals to invite to the full application. All applicants receive feedback from their regional officer.

Site Visits

GOCO staff may request a project site visit. Any requests will be made to project leads identified in the concept paper or application.

Application Review

Invited applications are reviewed by peer reviewers from relevant conservation and recreation organizations. Reviewers assess the merit of each application, including any supplemental information provided by the applicant, based on various factors (listed under ‘How proposals are assessed’ above). Peer reviewers and GOCO staff then meet to discuss their reflections. GOCO staff recommend projects to GOCO’s board of directors for consideration during the Programs Committee Meeting. The board then approves final grant awards at the following board meeting. All applicants receive feedback from their regional officer.

Committee Presentation and Board Acknowledgment

Representatives from projects recommended for funding may have the opportunity to speak briefly at GOCO’s Programs Committee meeting. Projects and partners will also be recognized at the following board meeting where final awards are made. Dates will be confirmed with your regional officer.

COMMUNITY IMPACT PROGRAM CONCEPT PAPER

The following materials should be submitted through the form at GOCO.org/community-impact no later than 5 pm on the concept paper deadline. Text documents should use 11 pt font or larger and have 1-inch margins. Please do not use letterhead or logos on your materials.

- ☐ Project Summary
- ☐ Narrative
- ☐ Budget – *available on Community Impact web page.*
- ☐ [Optional] Budget narrative
- ☐ Project Maps
- ☐ Project Photos

Project Summary

The web form collects information that GOCO will use to make a cover sheet for your concept paper. You will be asked to provide the following:

- Date of submission
- Project title
- County/Counties/Statewide
- Applicant organization(s)
- Applicant name(s)
- Partner organization and name (if applicable)
- Amount requested
- Estimated total project cost
- Grant duration
- Brief project description

Concept Narrative

Write a short narrative (up to 2 pages) in response to the following prompts.

- Describe your project and explain how it will address a community need related to outdoor recreation or stewardship.
- Discuss the various benefits of this project and how it will enhance your community's quality of life.
- Explain who your partners will be on this project, what each partner will contribute, and how these partnerships will help achieve your goals.
- Outline community participation in this project. This may include:

- Community engagement in project visioning, design, or planned implementation, including any efforts to involve traditionally underrepresented community members.
- Collaboration with public, private, and/or community-based organizations.
- How this project aligns with existing plans and strategies for your city/town, county, region, and/or statewide efforts.

If your project has a **stewardship focus**, describe what needs it will address, including:

- A detailed explanation of how you will coordinate and implement the project, what partners are involved, and what roles each partner will play.
- How your collaborative approach will lead to long-term, sustainable outcomes for both the natural and recreational resources and the organizations involved.

Budget Form

In the form, outline a high-level budget for your proposed project. Round figures to the nearest dollar. If a grant is awarded, the budget will be included in the final grant agreement and used to track project outcomes and expenses for reimbursement. You will be asked to provide the following:

- *Scope of Work* – Identifies the project elements outlined in the Concept Narrative.
- *[Optional] Leveraged Resources* – Includes any recent investments beyond those outlined in the Scope of Work that will support, or have already supported, this project.
 - Example: You acquired land for a new park or completed other project elements in anticipation of your proposal.
- You may also use this space to reflect time or resources that have been used as match in other grant applications to avoid allocating donated time or other resources to more than one grant (also known as “double-dipping”). Instances of time or resources may only be counted once in the budget, whether they’re included in the Scope of Work or Leveraged Resources.

[Optional] Budget Narrative

If you feel it will be helpful to proposal reviewers, explain estimated costs or matching funds in one page or less. Narratives should be written so that a reader who is not familiar with the project can understand what expenses are anticipated and why. Do not write a narrative for every expense; rather, provide higher-level budget categories and how they will help accomplish objectives. Do not include information already included in the Concept Narrative.

Examples:

- Personnel (\$85,000 GOCO/\$95,000 match) – These funds will be used to hire 1 project manager and 1 coordinator (salary, benefits, etc.) to facilitate all aspects of the program and provide support.

- Training (\$6,000 GOCO) – Training will support up to 10 staff members and an additional 10 volunteers to advance project goals.
- Pending Match Funding (\$200,000) – An application was submitted to <insert source> in early February, with an update on recommended projects in early April and a final award decision by May 6th. If not awarded, our back up plan is to apply to <insert funding sources>.

Additional Attachments

- Up to two maps (a context map and/or a detailed/schematic map is highly recommended to provide a sense of location, community assets, and scope of work, and potential impact)
- Up to two pages of photos

Looking Ahead: Final Application

Those invited to complete the application will have approximately one month to develop the following application materials. Please plan accordingly.

- ☐ Application Summary Sheet
- ☐ Responses to Proposal Narrative prompts (up to five pages)
- ☐ Budget and Optional Budget Narrative
- ☐ Maps or diagrams (up to two pages)
- ☐ Photos (up to two pages)
- ☐ Resolution from the applicant's governing body
- ☐ Wildlife review and completed Wildlife Review Form
- ☐ Indication of support (up to five; may include letters of support from partners, community members, volunteers; a summary of media articles, broadcasts, testimonials, etc.)
- ☐ [Optional] Planning documents (up to two pages; examples include infographics, process outlines, comments, data.
- ☐ [Optional] Timeline