



Notice of Kremmling Board of Trustees Regular Meeting

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

Wednesday, December 17, 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

- Colorado Department of Transportation Update Regarding Road Cameras
- Notice of Supplemental Grant Award LPC-24-017 Kremmling Community Readiness Assessment & Fast Track Strategies Project
- Rural Mountain Colorado Average Tenure of Managers Analysis
- Mountain Parks Electric, Inc. Memo Regarding 2026 Rate Adjustments
- Xcel Energy Notice Regarding 2026 Rate Adjustments
- Letters of Support from the Town of Kremmling for the Bureau of Land Management Grant Applications
- 2026 Middle Park Fair & Rodeo Schedule of Events Rough Draft

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

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

Consent Agenda

1. Expenditures Dated November 20, 2025 - December 17, 2025
2. Recording of Proceedings from November 19, 2025, Regular Meeting
3. Recording of Proceedings from December 10, 2025, Special Meeting
4. Resolution No. 2025-12-02 A Resolution of the Board of Trustees of the Town of Kremmling, Colorado, Adopting the Kremmling Police Department Policy Manual
5. Resolution No. 2025-12-03 A Resolution of the Board of Trustees of the Town of Kremmling, Colorado, Approving the LPC-24-017 – Kremmling Community Readiness Assessment & Fast Track Strategies Project Grant Agreement Amendment #1
6. Resolution No. 2025-12-04 A Resolution of the Board of Trustees of the Town of Kremmling, Colorado, Approving a Revised Employee Handbook.

Staff Reports

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

Local Liquor Licensing Authority

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

Adjournment of Local Liquor Licensing Authority

New Business

1. **Discussion & Action Item.** Resolution No. 2025-12-05 A Resolution of the Board of Trustees of the Town of Kremmling, Colorado, Establishing and Adopting a Fee Schedule for the Town.
2. **Discussion & Action Item.** Resolution No. 2025-12-06 A Resolution Appropriating Additional Sums of Money to the General Fund in the Amount and for the Purpose as Set Forth Below, for the Town of Kremmling, Colorado, for the 2025 Budget Year.
3. **Discussion & Action Item.** Ordinance No. 732: An Ordinance Amending Chapter 17.04 of the Kremmling Municipal Code Regarding Creating an Additional Commercial Zoning District Overlay for Large-Scale Development.
4. **Public Hearing. Discussion & Action Item.** Resolution No. 2025-12-07 A Resolution of the Board of Trustees of the Town of Kremmling, Colorado, Amending the 2014 Town of Kremmling Comprehensive Plan.
5. **Discussion & Action Item.** Resolution No. 2025-12-08 A Resolution of the Board of Trustees of the Town of Kremmling, Colorado, Supporting the Civic Solutions Hub Innovative Local Government Workforce Solutions Pilot Program Grant Application.
6. **Discussion & Action Item.** First Amendment to the Town Manager Employment Agreement
7. **Discussion & Action Item.** Ordinance No. 733: An Ordinance Approving an Airport Hangar Ground Lease at Kremmling Airport - McElroy Airfield.
8. **Discussion & Action Item.** Cancellation of the January 7, 2026, Work Session.

Board of Trustees Reports & Future Agenda Items for Consideration

Adjourn

Future Meetings:

- Board of Trustees Work Session: January 7, 2026 - 6 PM @ 203 Park Avenue, Chamber of Commerce
*Scheduled to be Cancelled
- Regular Board of Trustees Meeting: January 21, 2026 - 6 PM @ 203 Park Avenue, Chamber of Commerce

Caution! This message was sent from outside your organization.

Mr Mayor,

Good morning. Austyn is on another assignment today and I'm the other Regional Communications Manager (based in Grand Junction).

It looks like she provided some of the same information we have been passing to the media when they query us as well, but I'm adding it again.

Please feel free to reach back out if there is anything else I can help with.

IN GENERAL FOR YOUR BACKGROUND:

Overall, we want people to know that we didn't just take cameras down for the sake of taking them down. This was a contract with a company that ran its course and we did not renew with them and so their equipment and support went away. When we put this service out to bid for a new contract, we were met with only costs 4 and 10 times greater than what we had previously paid. Agreeing to that would not have been financially responsible on our part. So, to combat losing the service again or paying too much, we are taking on the construction and maintenance for CDOT-owned and operated camera systems. Obviously this takes time to put the infrastructure in place and there are still places we will not replace cameras (redundancies, lack of transmit capabilities, etc...). What people can do in the areas where cameras are no longer, is to utilize the 'layers' of the COtrip Planner App or COtrip.org to help paint a picture of the roadway where there isn't an actual camera. I screen recorded this option as a short video I linked at the bottom of the page.

FOR MEDIA:

CDOT had a longstanding contract with a company that provided cameras on [COtrip.org](https://cotrip.org) and for Maintenance Patrols and our Traffic Operations Centers. This contract expired on July 20, 2025. There were 136 of these contracted cameras, but all services ended on that date due to cost and contract limitations. The cameras that went offline were third-party devices, not CDOT-owned assets.

Without fiber or reliable cellular coverage along many of the mountain passes, we currently cannot maintain cameras in some remote areas, which is why we are replacing 69 of the cameras in these areas. We recognize the importance of having cameras in these remote mountain corridors, especially in winter. However, where there is no cell service, there is no way to transmit camera data, which is the same challenge that drivers themselves face when they need to call for help. With that said, CDOT still has a little over 1,000 cameras across the state available to the public that they can access via COtrip.

Here's [a link](#) to camera locations that have been removed, which ones will be replaced, and which ones have already been replaced (you'll see notes on locations where coverage was not available or was faulty due to reliance on satellite). Many of the cameras along the I-70 Mountain Corridor were redundant, meaning there were cameras close together. There will be no impacts to service along the corridor, specifically to Vail Pass. A camera was removed at the top of Berthoud Pass, but due to the high traffic volume in this area, especially during winter, we have installed a portable trailer with a temporary camera so coverage is still available. Unfortunately, we don't have enough equipment to provide this service at every location cameras were lost.

COtrip still provides road weather conditions by color-coding the roads, indicating whether they are dry, snow-packed, or icy. This feature is what many folks who use COtrip's cameras are looking for to better understand conditions before hitting the roads. Cameras offer a backup visual confirmation for folks on what the roads look like, but the road condition layer will let folks know what they are up against before leaving and provide the information they need. Additionally, we provide access to all of our weather stations throughout the state which also offer a lot of extra information about the area conditions to help enable CDOT, first responders, and commuters to make decisions about driving in those areas.

EXTRA:

I recorded a short video of me using COtrip.org, going to layers and looking up a weather station for road condition information.

It's in a Google drive located [HERE](#). I'm happy to walk you or anyone else through how to use the site if you are not familiar.

Respectfully,

Chuck



November 25, 2025

The Honorable Wes Howell, Mayor
Town of Kremmling
P.O. Box 583
Kremmling, CO 80459

RE: Notice of Supplemental Grant Award LPC-24-017 Kremmling Community Readiness Assessment & Fast Track Strategies Project

Dear Mayor Howell:

The Town of Kremmling received a Local Planning Capacity grant in the amount of \$48,000 on 3/8/24 to support implementation of the above mentioned project. DOLA is now awarding \$50,000 in supplemental funding because the town has qualified for DOLA's incentive for early adoption of fast track. Congratulations on achieving this Proposition 123 milestone!

The \$50,000 in incentive funds will support implementing recommendations from the recently completed Community Readiness Assessment, and developing new applicant checklists and submittal guidance for development applicants. The \$50,000 in incentive funds requires no local matching funds and this award brings the total amount of grant funding provided for the Town of Kremmling's LPC grant to \$98,000.

LPC Program staff will work with town staff on amendment processing over the next few weeks. Please refrain from spending the newly awarded grant funds until the amended grant agreement is fully executed. Activities that occur prior to grant execution cannot be reimbursed.

Sincerely,

Maria De Cambra
Executive Director

cc: Jen MacPherson, Town Manager
Teagan Serres, Town Clerk and Treasurer
Alan Hassler, Town Planner
Kate Peacock, DLG Regional Manager



Project: What is the Average Tenure of Town Managers for past 21 years in Rural Mountain Colorado

Jon Stavney
School of Public Affairs, CU Denver

1-Dec-25

Jon Stavney

Project: What is the Average Tenure of Town Managers for past 21 years in Rural Mountain Colorado

A Manager change occurs within that calendar year - 1, No change within that year - 0

Town/County	Town 1, County 2	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2000 Census Pop	2024 or 2025 Census Pop	Grown Rate 21 Years	# Staff	21 YR AV	10 YR AV	
Eagle County	2	0	1	0	0	1	0	0	0	0	0	1	1	0	1	1	0	0	0	0	0	0	0	41,659	54,330	30.42%		3	5.00	
Basalt	1	0	0	0	0	0	1	0	0	1	0	0	0	1	1	0	0	0	0	0	0	0	1	2,681	4,018	49.87%		4	3.33	
Avon	1	0	0	0	0	0	0	0	0	1	0	0	0	0	0	1	1	0	0	0	0	0	0	5,561	6,115	9.96%		7	5.00	
Eagle	1	0	0	0	0	0	0	0	0	0	1	0	1	1	1	0	0	0	0	1	0	0	1	3,032	7,315	141.26%		3	2.00	
Gypsum	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	3,654	9,331	155.36%		20	10.00	
Minturn	1	0	0	0	1	0	1	0	0	0	0	1	0	0	1	0	0	0	0	0	0	0	1	1,068	921	-13.76%		4	5.00	
Vail	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	1	0	0	1	0	0	0	4,531	4,323	-4.59%		7	3.33	
Grand County	2	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	1	1	1	0	0	0	0	12,442	16,154	29.83%		5	3.33	
Fraser	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	1	0	1	0	910	1,493	64.07%		5	3.33	
Granby	1	0	0	1	0	1	0	0	0	0	0	0	0	1	1	0	1	1	0	0	0	0	0	1,525	2,370	55.41%		3	2.50	
Grand Lake	1	1	0	0	0	0	0	0	0	1	1	0	0	1	0	0	0	1	0	0	0	0	1	447	401	-10.29%		3	5.00	
Kremmling	1	0	0	0	0	0	0	0	0	1	1	0	0	0	0	1	1	0	1	1	0	1	0	1,578	1,417	-10.20%		3	2.00	
Winter Park	1	0	0	1	1	1	1	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	1	1,039	1,222	17.61%		3	5.00	
Jackson County	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	1	1	0	1,577	1,380	-12.49%		7	3.33	
Pitkin County	2	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	14,872	16,226	9.10%		10	10.00	
City of Aspen	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	1	5,914	6,355	7.46%		10	5.00
Snowmass Village	1	0	0	1	1	0	0	0	0	0	1	1	0	0	0	0	0	0	0	0	0	0	0	1	1,822	3,096	69.92%		5	0.00
Routt County	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	1	0	0	0	0	19,690	25,064	27.29%		10	5.00	
Hayden	1	1	0	0	0	0	0	1	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	1,634	1,911	16.95%		7	10.00	
City of Steamboat Springs	1	0	1	1	0	1	1	0	0	0	0	0	1	1	0	0	0	0	0	0	0	1	0	9,815	13,561	38.17%		3	5.00	
Summit County	2	0	0	0	1	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	1	1	0	23,548	30,882	31.14%		5	3.33	
Breckenridge	1	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	1	0	0	2,408	4,863	101.95%		10	5.00	
Dillon	1	0	0	0	1	0	0	0	1	1	0	1	0	0	1	0	0	1	0	0	0	0	0	802	983	22.57%		3	5.00	
Frisco	1	1	0	0	0	0	0	0	1	0	0	0	0	1	0	0	1	0	1	1	0	0	0	2,443	2,684	9.86%		3	2.50	
Silverthorne	1	0	0	0	0	0	0	0	0	0	1	1	0	0	0	0	0	0	0	0	0	0	1	2,999	5,263	75.49%		7	10.00	
Other West Slope Towns																														
City of Glenwood Springs	1	1	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	1	1	0	0	7,736	10,386	34.26%		5	3.33	
Carbondale	1	1	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	1	1	0	0	1	5,196	6,708	29.10%		4	3.33	
Telluride	1	0	0	1	0	0	0	1	0	0	0	0	0	0	1	0	0	0	0	1	1	0	1	2,221	2,459	10.72%		3	2.50	
Telluride Mtn Village	1	0	0	0	1	0	0	0	1	0	0	0	0	0	0	0	0	0	1	0	0	0	0	1,500	2,000	33.33%		7	10.00	
Crested Butte	1	0	0	1	0	0	0	0	0	1	1	0	0	1	0	0	0	0	0	0	0	0	0	1,651	1,662	0.67%		5	10.00	
Salida	1	0	0	1	0	1	1	0	1	1	0	0	0	1	0	1	0	0	0	0	0	1	0	5,712	6,080	6.44%		3	3.33	
City of Gunnison	1	0	1	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	1	1	0	0	6,560	6,973	6.30%		5	3.33	
Totals per Jurisdiction		6	3	7	6	5	5	3	6	7	5	5	5	12	8	7	8	6	9	8	7	5		8 Average	6		Column Average			
		2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024		2000 Census Pop	2025Census Pop	Growth %	Staff	6		

National Mean Tenure - Sources: 5-7 years (6.9 ICMA from 1980 to 2002) (Ammons and Bosse, 2005)

Median 5 yr (dichotomous DV, half <5, half >5 - 35 yr), quote ICMA 3.5 in 1965 to 7 in 2011 (Mani, 2014)

Notes:

* 5 Years Mean with 20 year outliers removed (3)

* 7 Years Mean including 20 Year locations (3)

Using Newspaper links, graph some manager careers across time and place
How many places hired from within and how long were those tenures?
Identify Factors that led to Exits - group from newspaper articles and then put in a survey to managers to test hypotheses
Police Excessive Force Suit and ongoing inproprieties-- embroils multiple town managers

Eleven jurisdictions are at or above the average of 6 years tenure over 25 years (AB).
Twenty one jurisdictions are less than the average of 6 years tenure over 25 year period (AB).
Eleven jurisdictions have had more than one turnover in past 5 years.
Sixteen have had 3 or more in past 10 years.
Most turnovers in past decade - TOE with 6.
Four jurisdictions have had average tenures less than half the region's average (AC)
Six jurisdiction have had no turnover for past 10 years.



December 1, 2025
Regarding: 2026 Rate Adjustment

Dear Valued Member,

In 2024, Mountain Parks Electric (MPE) hired Power Systems Engineering to perform a Cost of Service and Rate Study. This is a tool used throughout the utility industry to analyze whether rates accurately reflect the cost of providing electric service to different classes of customers/co-op members (Residential, Commercial, Industrial, etc.). The study provided important information to MPE regarding which classes of customers may be paying too much or too little for the electric service they're being provided.

The study results recommended that MPE adjust each of its rate classes, both in 2025 and for 2026. Therefore, the MPE Board of Directors approved a rate change, effective January 1, 2026. At the heart of the decision to adjust rates is the motivation that they be objective, fair, and equitable. Because we are a not-for-profit electric cooperative, the only way to recover the cost of purchasing and supplying power to you is to pass on those costs in your power bill. At MPE, our mission is to provide you with cost-based energy, while also providing a high level of reliability and safety.

Beginning January 1, 2026, our rates will change in the ways indicated in the attachment. We are happy to meet with you, virtually or in-person, at your convenience if you would like more information or have any questions about this upcoming change. As part of our service to you, I can work with you to help you understand why rates need to change and the ways in which these changes may impact your bottom line. As an example, I could provide you with the predicted billing impacts to your facilities, upon request. Please also see the attached FAQs about this rate change, and don't hesitate to use me as a resource as questions arise.

Regards,

Megan Moore-Kemp, CKAE
Director of Strategy and Programs
970-887-7051
mmoore-kemp@mpei.com



FAQs – 2026 Rate Change

➤ Why are the rates changing?

Because of the rising costs resulting from inflation, the 7-year gap from 2016-2023 of no rate increases at MPE, and continuing cost pressures on equipment, materials, labor, and transmission, a rate increase was anticipated, which is also a nationwide trend. MPE’s wholesale power costs are set by a long-term contract that includes pre-determined rates through 2045. This helps to insulate our members from any price swings in the power market.

➤ How are the rates changing?

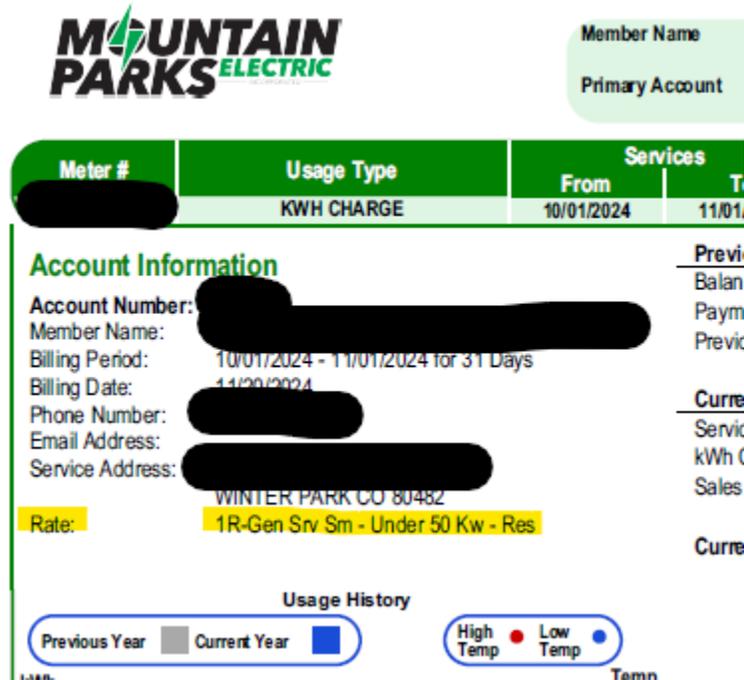
CLASS	TYPE	2025	2026
General Small Service (1R, 1C, 1CCON, 1RCON)	System Access Cost, per month	\$38.32	\$39.32
	Energy	\$0.12690	\$0.13750
Small Power (6)	System Access Cost, per month	\$63.83	\$68.83
	Demand Charge, per kW of billing demand	\$5.87	\$6.25
	First 300 kWh per billing kW, per kWh of metered monthly usage Energy	\$0.10950	\$0.11700
	Over 300 kWh per billing kW, per kWh of metered monthly usage	\$0.08744	\$0.08744
Large Power (7, 7NC)	System Access Cost	\$114.55	\$114.55
	Demand Charge, per kW of billing demand	\$5.87	\$6.25
	First 300 kWh per billing kW, per kWh of metered monthly usage Energy	\$0.10970	\$0.11700
	Over 300 kWh per billing kW, per kWh of metered monthly usage	\$0.08744	\$0.08744
Large Power Primary Service (7P)	Same as rate 7 except primary service discount of 3% on kWh and Demand revenue		
Large Power Demand, Secondary Level Service (8)	System Access Cost	\$114.55	\$114.55
	NPC Demand Charge, per billing kW	\$13.08	\$14.08
	Energy (kWh)	\$0.06717	\$0.07780

Large Power Demand, Primary Level Service (8P)	System Access Cost	\$229.10	\$229.10
	NPC Demand Charge, per billing kW	\$10.61	\$10.61
	Energy (kWh)	\$0.06717	\$0.07780
	Discount on kWh charge	3%	3%

*Please see our website for a complete list of rate changes. <https://mpei.com/rates>

➤ **How do I know which rate my facilities are on?**

If you look at the bill for each account, it is listed in the top left corner:



MOUNTAIN PARKS ELECTRIC Member Name
Primary Account

Meter #	Usage Type	From	To
[REDACTED]	KWH CHARGE	10/01/2024	11/01/2024

Account Information

Account Number: [REDACTED]
 Member Name: [REDACTED]
 Billing Period: 10/01/2024 - 11/01/2024 for 31 Days
 Billing Date: 11/20/2024
 Phone Number: [REDACTED]
 Email Address: [REDACTED]
 Service Address: [REDACTED]
 WINTER PARK CO 80482

Rate: 1R-Gen Srv Sm - Under 50 Kw - Res

Usage History: Previous Year (grey), Current Year (blue)

High Temp (red dot), Low Temp (blue dot)

➤ **What are strategies for managing demand costs?**

If you are on a Small Power or Large Power rate, you will have demand costs. MPE charges demand for the maximum amount a member uses during a 30-minute period in each billing cycle. To reduce demand, consider if you can adjust your facility processes. For example, if a processing plant turns on all motors simultaneously, this will result in a higher demand than if the same member turns on motors in sequence. Demand response is generally considered an active strategy since it entails shifting the timing of energy consumption. Demand response does not necessarily result in less energy (kwh) consumption.

➤ **How Does MPE compare with other electricity suppliers nation-wide?**

The 2025 national average for **commercial** service is \$0.1341/kWh. MPE's rates are below this at \$0.08744-\$0.1170/kWh.

The 2025 national average for **industrial** service is \$0.0857/kWh. MPE's rates are below this at \$0.07780/kWh.

(Source: Energy Information Administration)

➤ **How does MPE compare with other Colorado Electric Utilities?**

The 2025 Colorado average for **commercial** service is \$0.1326/kWh. MPE's rates are below this at \$0.08744-\$0.1170/kWh.

The 2025 Colorado average for **industrial** service is \$0.098/kWh. MPE's rates are below this at \$0.0778/kWh.

(Source: Energy Information Administration)

Important Notice About Your Electric Services and Prices

Over the past three years, we've made significant investments to upgrade and modernize the electric system to power the state's growing economy, prevent outages, deliver cleaner energy and protect the grid against extreme weather and other threats. On Nov. 21, 2025, we made a proposal to the Colorado Public Utilities Commission to adjust electric rates to fund these critical investments.

If rates are approved as filed, an average residential customer can expect their monthly electric bill to increase about 9.93%, or \$9.94, **starting in August 2026**. The average small business customer will see an increase of 9.48%, or about \$14.22 per month.

How you benefit from these investments

Enhancing reliability and resilience **reduces power outages** and **restores service faster**, even during severe weather.

You can access more cost-saving **clean energy options**, like heat pumps and electric vehicles.

Expanding **capacity** helps meet growing energy demand and your changing energy needs.

Strengthening system **safety** and **security** prevents wildfires and protects your community.

We can add more **low-cost renewable energy** to our system and pass on those savings directly to you. Since 2017, our wind farms have saved Colorado customers more than \$1 billion in avoided fuel costs and tax credits.

Helping customers who need assistance

We recognize rising energy bills can be a challenge, especially as the cost of living continues to increase. **To help offset the impact of these proposed changes and provide additional support for customers in need, we're proposing a \$10 million contribution — financed by Xcel Energy, not our customers — to our electric and gas affordability programs (\$5 million each).** We're also making

changes to provide a stronger safety net for customers facing financial hardship – like increased bill assistance, new pathways to enrollment in assistance programs, limiting the amount of household income that’s spent on energy bills and expanded protection from disconnection for non-payment.

If you're struggling to pay your bills call us at **800-895-4999** or visit our **[Energy Assistance page \(/s/billing-payment/energy-assistance\)](/s/billing-payment/energy-assistance)** to set up payment arrangements or learn about payment assistance options.

Learn more

This proposal is subject to approval by state regulators. Rates are set through a transparent process with the Commission, which includes opportunities for public input and participation. Details about this request are available on this page and by viewing the **[rate review customer notice PDF \(https://www.xcelenergy.com/staticfiles/xcel-responsive/Company/2025-CO-Electric-Rate-Review-Customer-Notice.pdf\)](https://www.xcelenergy.com/staticfiles/xcel-responsive/Company/2025-CO-Electric-Rate-Review-Customer-Notice.pdf)** .

Electric Rate Case Legal Notice

Notice of Revision





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

December 4, 2025

Dear Grant Review Committee,

The Town of Kremmling strongly supports the Bureau of Land Management's request for a grant from Colorado Parks and Wildlife aimed at analyzing, improving, and developing the trail system in the Wolford Mountain area.

This trail system is a great asset to the community and has been identified as needing improvements focused on sustainability and trail expansion with an emphasis on a sufficient inventory of sustainable loop and stacked loop experiences. This support highlights the advantages of the Wolford Special Recreation Management Area and off-highway vehicle (OHV) usage, which are vital for the economic sustainability of Kremmling and represent one of the limited opportunities for tourism in the region. It is anticipated that the establishment of a sustainable trail system will enhance the prospects for riding and outdoor recreational activities in Kremmling.

The significance of high-quality trails cannot be overstated. BLM's unwavering commitment to ensuring resources are available for maintaining the trails not only benefits the present but also secures a bright future for Grand County, allowing future generations to experience the same natural splendor we cherish today. We strongly encourage you to support this grant application, acknowledging the deep and enduring benefits it will bring to the region's outdoor recreation economy, the environment, and the overall quality of life for both residents and visitors.

Thank you,

Jen MacPherson
Town Manager



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

December 4, 2025

OHV Grant Selection Subcommittee
Colorado State Parks OHV Program
13787 South Highway 85
Littleton, CO 80125

RE: Good OHV Management Grant Application

Dear OHV Sub-Committee Members,

The Town of Kremmling is strongly in support of the Bureau of Land Management (BLM) Kremmling Field Office's (KFO) proposed Good OHV Management grant application. Supporting this grant helps the Town of Kremmling support the Strategic Plan initiative to "Collaborate to provide abundant and quality adult and youth recreation opportunities." Efforts to staff an Off Highway Vehicle (OHV) Trail Crew to implement travel management decisions while providing information and interpretation, education, signage, resource protection and extensive trail work at the North Sand Hills SRMA, Wolford SRMA along with other motorized areas within the North Park and Middle Park regions supports our shared goals.

With the increasing visitation in the North Sand Hills SRMA, Wolford SRMA, and other areas; it is critical the BLM Kremmling Field Office continues to receive this funding from Good OHV Management Program to provide the KFO OHV trail crew with materials and equipment necessary to successfully manage OHV opportunities. Funds from this grant are necessary to fund the full time and seasonal staff necessary to provide a safe and quality recreation experience. Please strongly consider the BLM Kremmling Field Office's grant application for funding.

Thank you,

Jen MacPherson
Town Manager

2026 Fair Schedule of Events Rough Draft

	<u>Date</u>	<u>Event</u>	<u>Location</u>	<u>Time</u>
Sunday	7.26.26	County Shoot	Crooked Creek Trap Club	10:00 AM
Wednesday	7.29.26	4H Exhibit Day	Extension Hall	8-4PM
Saturday	8.1.26	Open Horse Show	Main Arena	9:00 AM
		Concert/Live Music TBD	Grandstand	TBD
Sunday	8.2.26	Dog Show	Ice Rink	9:00 AM
		Church Service TBD	Dance Hall	TBD
		4H Horse Show English	Main Arena	1:00 PM
Monday	8.3.26	4-H Horse Show Western/Timed	Main Arena	8:00 AM
		Cat Show	Dance Hall	9:00AM
		Royalty Pageant	Dance Hall	6:00 PM
		All large Livestock barns open		5:00 PM
Tuesday	8.4.26	Excepting Open Exhibit Hall Entries	Exhibit Hall	8-5 PM
		All Large Livestock in Place		9:00 AM
		Barn Superintendent Meeting	Pig Barn	9:15 AM
		Sheep/Goat Weigh-In	Swine barn	10:00 AM
		Swine Weigh-In	Swine barn	12:00 PM
		Royalty Horsemanship	Main Arena	12:00 PM
		Beef Weigh-In	Beef Barn	2:00 PM
		Parade Staging	Kremmling Mercantile	4:00 PM
		Kremmling Chamber Beer Garden Open		5:30 - 8 PM
		Wild west parade through town	Main Street Kremmling	5:00 PM
		Fair Kickoff Party/Car Show	Fairgrounds Midway	6-8 PM
		Commissioners Cookie Contest/Mayors Pie Contest/Salsa Contest/Horseshoe Contest		6-8 PM
		Middle Park Roping Club Team Roping	Main Arena	7:00 PM
Wednesday	8.5.26	Open Exhibit Hall Judging/Closed to Public	Exhibit hall	8:00 AM
		4-H/FFA Swine Show	Show Ring	8:00 AM
		4-H/FFA Sheep Show	Show Ring	12:00 PM
		Poultry & Rabbit Barn opens		5:00 PM
		Queen's Barrel Race Exhibitions	Main Arena	6:00 PM
		Queen's Barrel Race	Main Arena	7:00 PM
Thursday	8.6.26	Exhibit Hall Open to public 8/6 - 8/9	Exhibit Hall	8-5 PM
		4-H / FFA Beef Show	Beef Show Ring	8:00 AM
		All Poultry & Rabbit in place		9:00 AM

		4-H/FFA Goat Show	Show Ring	1:00 PM
		Poultry/Rabbit Weight in	Rabbit/Poultry Barn	2:30 PM
		Junior Rodeo Grand Entry	Main Arena	4:45 PM
		Junior Rodeo	Main Arena	5:00 PM
Friday	8.7.26	4-H/ FFA Round Robin	Beef Show Ring	9:00 AM
		4H/FFA Rabbit Show	Sale Ring	11:00 AM
		MPF&R Team Roping	Main Arena	12:00 PM
		4H/ FFA Poultry Show	Sale Ring	1:00 PM
		Thirsty Dills Beer Trailer Open		3 - 9 PM
		Horse Race Calcuttas	Front of Grandstand	4:00 PM
		Horse Races	Race Track	4:30 PM
		Ranch Rodeo Calcutta	Front of Grandstand	5:00 PM
		Ranch Rodeo	Main Arena	6:00 PM
Saturday	8.8.26	4H/FFA Small Animal Round Robin	TBD?	9:00 AM
		Super Horse	Main Arena	10:00 AM
		Thirsty Dills Beer Trailer Open		11 - 9 PM
		Kids Games w/ Royalty Girls	Midway	11:00 AM
		Pioneer/ Citizen Lunch	Dance Hall	12:00 PM
		Buyers Cocktail Hour/ BBQ/4H Silent Aucution	Dance Hall	3:30 PM
		4-H Council Awards	Sale Ring	4:45 PM
		Junior Livestock Sale	Sale Ring	5:00 PM
Sunday	8.9.26	Cowboy Breakfast	Rotary Concessions	7:00 AM
		Sale Animals Shipped	Midway	7:00 AM
		CPRA Slack	Main Arena	8:00 AM
		Church Service (TBD)	Dance Hall	9:00 AM
		Cowbells Goat Roping	Main Arena	10:30 AM
		Thirsty Dills Beer Trailer Open		11 - 4 PM
		R & M Famous Western BBQ Starts	Picnic Area	12:00 PM
		Grand Champion Drive	Race Track	1:45 PM
		Kremmling Preschool Ball Drop	Main Arena	Durning CPRA
		CPRA Rodeo	Main Arena	2:00 PM
		2024 Royalty Coronation	Race Track	2:30 PM
		Pick up Exhibit hall Entries	Exhibit Hall	3-4 PM
		All other Animals Must be out of barns		3:00 PM

Report Criteria:

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

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
General								
00-002-2130								
1370	NWCCOG	25-3647	DEC 2025 CHP	12/01/2025	23,686.00	.00		
Total 00-002-2130:					23,686.00	.00		
00-002-2403								
1302	KREMMLING SANITATION DIST	11/30/2025	SEWER TAP FEES REIMBURSE	11/30/2025	44,741.75	.00		
Total 00-002-2403:					44,741.75	.00		
Total :					68,427.75	.00		
Mayor and Legislative								
00-120-6110								
1071	CARD SERVICES	11/30/2025	MMC MEETING 11/17/25	11/30/2025	144.90	.00		
Total 00-120-6110:					144.90	.00		
Total Mayor and Legislative:					144.90	.00		
Town Manager								
00-122-6245								
1071	CARD SERVICES	11/30/2025	VERIZON	11/30/2025	24.37	.00		
Total 00-122-6245:					24.37	.00		
Total Town Manager:					24.37	.00		
Administrative								
00-125-5500								
1289	KELLY P.C.	DECEMBER 1,	LEGAL SERVICES THROUGH 11	12/01/2025	1,350.00	.00		
Total 00-125-5500:					1,350.00	.00		
00-125-5550								
1076	CASELLE INC	INV-13386	MAINTENANCE AND SUPPORT	12/04/2025	1,138.00	.00		
1689	EXECUTECH	DEN-236886	ON SITE SUPPORT & MAINT	12/01/2025	831.67	.00		
1640	XPRESS BILL PAY	INV-XPR03045	ONLINE TRANSACTIONS	11/30/2025	129.91	.00		
Total 00-125-5550:					2,099.58	.00		
00-125-6000								
1071	CARD SERVICES	11/30/2025	ORD 731 MPEI 2ND READING N	11/30/2025	39.84	.00		
Total 00-125-6000:					39.84	.00		
00-125-6030								
1357	MOUNTAIN PARKS ELECTRIC	11/21/2025	CONVIENCE FEE	11/21/2025	2.00	.00		
Total 00-125-6030:					2.00	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
00-125-6050								
1071	CARD SERVICES	11/30/2025	MICROSOFT	11/30/2025	115.50	.00		
1071	CARD SERVICES	11/30/2025	ADOBE	11/30/2025	215.91	.00		
1071	CARD SERVICES	11/30/2025	MICROSOFT	11/30/2025	9.99	.00		
1071	CARD SERVICES	11/30/2025	EMPLOYERS COUNCIL	11/30/2025	382.83	.00		
1071	CARD SERVICES	11/30/2025	ADOBE	11/30/2025	19.99	.00		
1071	CARD SERVICES	11/30/2025	LUCID	11/30/2025	11.00	.00		
Total 00-125-6050:					755.22	.00		
00-125-6200								
1417	QUILL LLC	46652004	PAPER & REPORT COVERS	11/18/2025	93.47	.00		
1417	QUILL LLC	46665004	PENS	11/19/2025	25.28	.00		
Total 00-125-6200:					118.75	.00		
00-125-6245								
1071	CARD SERVICES	11/30/2025	CENTURY LINK WEB HOSTING	11/30/2025	4.33	.00		
1071	CARD SERVICES	11/30/2025	8 X 8 PHONES	11/30/2025	154.32	.00		
Total 00-125-6245:					158.65	.00		
00-125-6300								
1357	MOUNTAIN PARKS ELECTRIC	11/21/2025	208 EAGLE AVE	11/21/2025	41.16	.00		
1357	MOUNTAIN PARKS ELECTRIC	11/21/2025	200 EAGLE AVE SPLIT WITH SA	11/21/2025	124.26	.00		
1357	MOUNTAIN PARKS ELECTRIC	11/21/2025	208 EAGLE AVE STORE	11/21/2025	42.29	.00		
1568	XCEL ENERGY	955120906	200 EAGLE AVE SPLIT WITH SA	12/02/2025	86.49	.00		
Total 00-125-6300:					294.20	.00		
00-125-6310								
1357	MOUNTAIN PARKS ELECTRIC	11/21/2025	OLD FIRE HALL	11/21/2025	85.81	.00		
1568	XCEL ENERGY	955120906	301 CENTRAL AVE	12/02/2025	322.32	.00		
Total 00-125-6310:					408.13	.00		
00-125-7000								
1741	GROVER PYROR	1445	BIKE SHOP DEMO	11/23/2025	43,800.00	.00		
Total 00-125-7000:					43,800.00	.00		
Total Administrative:					49,026.37	.00		
Planning & Zoning								
00-130-5560								
1171	BOWMAN CONSULTING GROU	532066	GRAND CLIFFS DEVELOPMENT	11/30/2025	195.00	.00		
Total 00-130-5560:					195.00	.00		
00-130-6115								
1071	CARD SERVICES	11/30/2025	CODE COMPLIANCE CERTIFIE	11/30/2025	10.48	.00		
Total 00-130-6115:					10.48	.00		
Total Planning & Zoning:					205.48	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Police								
00-140-5550								
1071	CARD SERVICES	11/30/2025	CONTACT DATA REPORTING	11/30/2025	399.96	.00		
1689	EXECUTECH	DEN-236886	ON SITE SUPPORT & MAINT	12/01/2025	831.66	.00		
1628	LANGUAGE LINE SERVICES	11771015	INTERPRETATION SERVICES N	11/30/2025	143.91	.00		
1520	TRANSUNION RISK & ALT	1530762-20251	REPLENISH SEARCH ACCT	12/01/2025	500.00	.00		
Total 00-140-5550:					1,875.53	.00		
00-140-6050								
1051	BLUE 360 MEDIA LLC	IN2512275512	HANDBOOKS FOR PEACE OFFI	12/09/2025	447.53	.00		
1071	CARD SERVICES	11/30/2025	MONTHLY ACCESS TO RECOR	11/30/2025	76.98	.00		
Total 00-140-6050:					524.51	.00		
00-140-6110								
1071	CARD SERVICES	11/30/2025	TEAM MEETING / TRAINING	11/30/2025	120.29	.00		
Total 00-140-6110:					120.29	.00		
00-140-6115								
1071	CARD SERVICES	11/30/2025	POSTAGE TO MAIL EXPRESS C	11/30/2025	3.00	.00		
Total 00-140-6115:					3.00	.00		
00-140-6140								
1071	CARD SERVICES	11/30/2025	SWAP/REPAIR 2023 TAHOE TIR	11/30/2025	145.00	.00		
Total 00-140-6140:					145.00	.00		
00-140-6245								
1071	CARD SERVICES	11/30/2025	8 X 8 PHONES	11/30/2025	154.32	.00		
1071	CARD SERVICES	11/30/2025	CENTURY LINK WEB HOSTING	11/30/2025	4.33	.00		
1071	CARD SERVICES	11/30/2025	VERIZON	11/30/2025	182.76	.00		
1086	CENTURY LINK	NOV. 19, 2025	970-724-3318 557B	11/19/2025	39.96	.00		
Total 00-140-6245:					381.37	.00		
00-140-6300								
1357	MOUNTAIN PARKS ELECTRIC	11/21/2025	1318 PARK AVE POLICE STATIO	11/21/2025	102.19	.00		
1568	XCEL ENERGY	955120906	1318 PARK AVE	12/02/2025	121.43	.00		
Total 00-140-6300:					223.62	.00		
00-140-6320								
1221	GRAND COUNTY ACCOUNTING	INV05625	POLICE FUEL & SURCHARGE	12/01/2025	630.69	.00		
Total 00-140-6320:					630.69	.00		
Total Police:					3,904.01	.00		
Highways & Streets								
00-150-6135								
1022	ALPINE MOTOR SPORTS	CM PER SUSA	CREDIT - TAX CHARGED IN ER	12/08/2025	5.74-	.00		
1071	CARD SERVICES	11/30/2025	SKID STEER PLOW SEAL KIT	11/30/2025	482.66	.00		
1404	POWER MOTIVE CORP.	ORDER 22959	BACKHOE BREAK BOOSTER R	12/04/2025	58.25	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total 00-150-6135:					535.17	.00		
00-150-6140								
1306	K-TOWN NAPA	079896	BACKHOE BATTERY BELT	11/17/2025	302.63	.00		
1306	K-TOWN NAPA	080752	1 TON BATTERIES	12/09/2025	405.89	.00		
1770	TWISTED GEAR GARAGE LLP	2147	2 DOOR COLORADO TIRES	12/02/2025	754.57	.00		
Total 00-150-6140:					1,463.09	.00		
00-150-6240								
1022	ALPINE MOTOR SPORTS	52700	PROPANE REFILL	11/19/2025	8.08	.00		
1022	ALPINE MOTOR SPORTS	52710	PROPANE REFILL	11/20/2025	28.48	.00		
1062	BUCKEYE WELDING SUPPLY C	0005114231	OXYGEN CYLINDER RENTAL	11/25/2025	8.35	.00		
1306	K-TOWN NAPA	080308	TORQUE WRENCH	11/26/2025	59.48	.00		
1367	NORTHWEST RANCH SUPPLY	11/25/2025	BATTERY JUMP PACK	11/25/2025	334.98	.00		
1367	NORTHWEST RANCH SUPPLY	11/25/2025	SCREWS	11/25/2025	12.36	.00		
1367	NORTHWEST RANCH SUPPLY	11/25/2025	1 1/8 SOCKET	11/25/2025	32.95	.00		
1367	NORTHWEST RANCH SUPPLY	11/25/2025	GLOVES	11/25/2025	26.97	.00		
1367	NORTHWEST RANCH SUPPLY	11/25/2025	TARP & SPRAY FOAM	11/25/2025	41.97	.00		
1382	O'REILLY AUTO ENTERPRISES,	5989-223860	PLUG	11/17/2025	2.07	.00		
Total 00-150-6240:					555.69	.00		
00-150-6245								
1071	CARD SERVICES	11/30/2025	CENTURY LINK WEB HOSTING	11/30/2025	4.34	.00		
1086	CENTURY LINK	NOV. 19, 2025	970-724-3318 557B	11/19/2025	39.95	.00		
Total 00-150-6245:					44.29	.00		
00-150-6280								
1071	CARD SERVICES	11/30/2025	EMPLOYEE UNIFORM	11/30/2025	56.30	.00		
1071	CARD SERVICES	11/30/2025	EMPLOYEE UNIFORM	11/30/2025	338.80	.00		
1354	MOUNTAIN MAMA'S	11/19/2025	WINTER COATS & SHIRTS	11/19/2025	828.14	.00		
Total 00-150-6280:					1,223.24	.00		
00-150-6310								
1357	MOUNTAIN PARKS ELECTRIC	11/21/2025	1421 PARK AVE	11/21/2025	43.23	.00		
1357	MOUNTAIN PARKS ELECTRIC	11/21/2025	3RD ST BTWN PARK & EAGLE A	11/21/2025	42.45	.00		
1357	MOUNTAIN PARKS ELECTRIC	11/21/2025	PARK AVE & 1ST ST NORTH	11/21/2025	47.76	.00		
1357	MOUNTAIN PARKS ELECTRIC	11/21/2025	PARK AVE & 5TH ST	11/21/2025	45.30	.00		
1357	MOUNTAIN PARKS ELECTRIC	11/21/2025	4TH ST BTWN PARK & CENTRA	11/21/2025	46.21	.00		
1357	MOUNTAIN PARKS ELECTRIC	11/21/2025	SL ONLY	11/21/2025	1,147.14	.00		
1357	MOUNTAIN PARKS ELECTRIC	11/21/2025	1318 PARK AVE POLICE STATIO	11/21/2025	102.19	.00		
1357	MOUNTAIN PARKS ELECTRIC	11/21/2025	PARK AVE & 1ST ST SOUTH	11/21/2025	57.60	.00		
Total 00-150-6310:					1,531.88	.00		
00-150-6315								
1568	XCEL ENERGY	955120906	1318 PARK AVE	12/02/2025	121.44	.00		
Total 00-150-6315:					121.44	.00		
Total Highways & Streets:					5,474.80	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Cemetery								
00-155-6300								
1357	MOUNTAIN PARKS ELECTRIC	11/21/2025	1400 EAGLE AVE	11/21/2025	39.47	.00		
Total 00-155-6300:					39.47	.00		
Total Cemetery:					39.47	.00		
Parks								
00-158-6240								
1367	NORTHWEST RANCH SUPPLY	11/25/2025	GRASS SEED	11/25/2025	19.99	.00		
1367	NORTHWEST RANCH SUPPLY	11/25/2025	GRASS SEED	11/25/2025	19.99	.00		
Total 00-158-6240:					39.98	.00		
00-158-6300								
1357	MOUNTAIN PARKS ELECTRIC	11/21/2025	2305 CENTRAL AVE	11/21/2025	225.48	.00		
1357	MOUNTAIN PARKS ELECTRIC	11/21/2025	303 S 8TH ST	11/21/2025	195.96	.00		
1357	MOUNTAIN PARKS ELECTRIC	11/21/2025	GRAND AVE & 5TH ST	11/21/2025	74.45	.00		
1357	MOUNTAIN PARKS ELECTRIC	11/21/2025	DOC CERIANI	11/21/2025	47.63	.00		
1357	MOUNTAIN PARKS ELECTRIC	11/21/2025	203 PARK AVE	11/21/2025	43.83	.00		
Total 00-158-6300:					587.35	.00		
Total Parks:					627.33	.00		
Airport								
00-160-6300								
1357	MOUNTAIN PARKS ELECTRIC	11/21/2025	450 AIRPORT RD	11/21/2025	203.86	.00		
Total 00-160-6300:					203.86	.00		
Total Airport:					203.86	.00		
Total General:					128,078.34	.00		
Water								
Water Admin								
02-625-5550								
1689	EXECUTECH	DEN-236886	ON SITE SUPPORT & MAINT	12/01/2025	831.67	.00		
1622	STILLWATER TECH LLC	1331	WTP ORC SERVICE	11/30/2025	1,500.00	.00		
Total 02-625-5550:					2,331.67	.00		
02-625-6115								
1071	CARD SERVICES	11/30/2025	HP CERTIFIED MAIL	11/30/2025	6.37	.00		
Total 02-625-6115:					6.37	.00		
02-625-6280								
1071	CARD SERVICES	11/30/2025	EMPLOYEE UNIFORM	11/30/2025	196.98	.00		
Total 02-625-6280:					196.98	.00		
02-625-6320								
1221	GRAND COUNTY ACCOUNTING	INV05625	WATER FUEL & SURCHARGE	12/01/2025	515.77	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total 02-625-6320:					515.77	.00		
Total Water Admin:					3,050.79	.00		
Water Plant								
02-630-6240								
1367	NORTHWEST RANCH SUPPLY	11/25/2025	WATER SAMPLE BOTTLE	11/25/2025	8.18	.00		
1532	USA BLUEBOOK	INV00824808	CL 17 BUFFER	09/11/2025	267.59	.00		
1532	USA BLUEBOOK	INV00887097	FREE CHLORINE TEST KIT	11/17/2025	415.29	.00		
Total 02-630-6240:					691.06	.00		
02-630-6245								
1071	CARD SERVICES	11/30/2025	VERIZON	11/30/2025	36.55	.00		
1071	CARD SERVICES	11/30/2025	8 X 8 PHONES	11/30/2025	77.15	.00		
1086	CENTURY LINK	NOV. 19, 2025	970-724-3862 545B	11/19/2025	175.36	.00		
1086	CENTURY LINK	NOV. 19, 2025	970-724-3249 366B SPLIT W SA	11/19/2025	227.98	.00		
Total 02-630-6245:					517.04	.00		
02-630-6300								
1071	CARD SERVICES	11/30/2025	VISIONARY	11/30/2025	121.38	.00		
1357	MOUNTAIN PARKS ELECTRIC	11/21/2025	WTR FILTRA PLANT	11/21/2025	2,665.96	.00		
Total 02-630-6300:					2,787.34	.00		
02-630-6410								
1159	PVS DX, INC	RE7001209-25	CHLORINE 150 CYL BOTTLE RE	10/31/2025	140.00	.00		
1159	PVS DX, INC	RE7003560-25	CHLORINE 150 CYL BOTTLE RE	11/30/2025	140.00	.00		
Total 02-630-6410:					280.00	.00		
02-630-6420								
1586	COLORADO ANALYTICAL LABO	251105152	TTHM SAMPLES	11/20/2025	250.00	.00		
1622	STILLWATER TECH LLC	1305	DBP WATER SAMPLES	10/31/2025	122.31	122.31	11/20/2025	
Total 02-630-6420:					372.31	122.31		
02-630-7000								
1171	BOWMAN CONSULTING GROU	532065	WATER PLANT PROJ-MGMT SE	11/30/2025	45,610.70	.00		
1750	HENSEL PHELPS	10/31/2025	WTP CONSTRUCTION OCTOBE	10/31/2025	1,051,363.28	1,051,363.2	11/18/2025	
1750	HENSEL PHELPS	11/30/2025	HENSEL PHELPS NOVEMBER	11/30/2025	1,565,129.49	.00		
1750	HENSEL PHELPS	11/30/2025 LE	LONG LEAD AMENDMENT	11/30/2025	270,261.00	.00		
Total 02-630-7000:					2,932,364.47	1,051,363.2		
Total Water Plant:					2,937,012.22	1,051,485.5		
Water Distribution								
02-640-5550								
1618	UTILITY NOTIFICATION CENTE	225110823	811 DIG SERVICES	11/30/2025	4.65	.00		
Total 02-640-5550:					4.65	.00		
02-640-6300								
1357	MOUNTAIN PARKS ELECTRIC	11/21/2025	WATER TANK	11/21/2025	48.80	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total 02-640-6300:					48.80	.00		
Total Water Distribution:					53.45	.00		
Water Supply								
02-660-6300								
1357	MOUNTAIN PARKS ELECTRIC	11/21/2025	WATER PUMP STATION #2	11/21/2025	213.05	.00		
Total 02-660-6300:					213.05	.00		
Total Water Supply:					213.05	.00		
Total Water:					2,940,329.51	1,051,485.5		
Conservation								
Conservation Trust Expenditure								
05-200-6133								
1354	MOUNTAIN MAMA'S	11/19/2025 PL	PARK PLAQUES	11/19/2025	170.00	.00		
Total 05-200-6133:					170.00	.00		
Total Conservation Trust Expenditure:					170.00	.00		
Total Conservation:					170.00	.00		
Solid Waste								
Solid Waste Expenditures								
15-800-5550								
1420	RANCH CREEK WASTE	63941 CREDIT	TRASH SERVICE 9/16/25 - 10/15	10/15/2025	60.00-	60.00-	11/20/2025	
1420	RANCH CREEK WASTE	66460	TRASH SERVICE 11/16/25 - 12/1	12/16/2025	29,664.25	.00		
Total 15-800-5550:					29,604.25	60.00-		
15-800-6115								
1644	FREEDOM MAILING SERVICES,	51740	POSTCARD UTILITY BILLS - SP	11/21/2025	259.21	.00		
Total 15-800-6115:					259.21	.00		
Total Solid Waste Expenditures:					29,863.46	60.00-		
Total Solid Waste:					29,863.46	60.00-		
Grand Totals:					3,098,441.31	1,051,425.5		

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 November 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: Dave Sammons, Jim Miller, Wes Howell, Brady Mathis, Brad Perry, Leo Pesch, and Erik Woog. Staff present: Town Manager Jen MacPherson, Chief of Police Jesse Lisenby, Public Works Director Dillon Willson, Town Clerk & Treasurer Teagan Serres, and Planner Alan Hassler.

Conflicts of Interest:

Trustee Mathis reported that he is an employee of the Kremmling Fire Protection District and will abstain from voting on the Consent Agenda, including the Intergovernmental Agreement with the Kremmling Fire Protection District.

Additions/Deletions to the Agenda:

None.

Correspondence:

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

There were no questions or concerns regarding the correspondence.

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

There were no citizen comments.

Consent Agenda

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

TRUSTEE MILLER MOTION TO APPROVE the consent agenda. TRUSTEE WOOG SECONDS. Voice vote taken: 5 “aye” votes, 0 “nay” votes. MOTION PASSED. Trustee Mathis abstained from voting on the Consent Agenda.

Staff Reports:

- Public Works & Town Engineer

Public Works Director Dillon Willson reported that the vacant Public Works Technician position has been filled, and one seasonal snow plow operator has also been hired to assist with snow plowing operations. He noted that the fleet is 90% ready for snow plowing, with some repairs currently underway. Public Works staff are focusing on cold patching the asphalt and cleaning up right-of-ways while the weather remains favorable. The construction of the new Water Treatment Plant is progressing well, and contractors are taking advantage of the nice weather to complete as much work as possible before winter sets in. Meanwhile, the staff is making adjustments and implementing measures to save money and increase the owner's contingency funds.

- Kremmling Police Department

Chief of Police Jesse Lisenby reported that calls for service to the Kremmling Police Department are decreasing, which is typical as the summer months come to a close. Code Enforcement actions are in progress and are showing positive results, indicating that the model implemented with the Town Manager is sustainable. A significant portion of his time has been dedicated to administrative tasks, including the 2026 Budget, the e-citation program in collaboration with the County, and the updated policy manual that will be presented for Board consideration in

December. He also announced that the Police Department has received several grants to reimburse training expenses.

- **Town Clerk & Treasurer**

Town Clerk and Treasurer Teagan Serres reported assisting with sending a notice of abatement assessment for a weed abatement, which has since been paid in full by the property owner. Staff and the Planning Commission have been collaborating since April 2025 to review and propose amendments to the Comprehensive Plan. The plan has been retyped to comply with ADA requirements, and most proposed amendments have been incorporated. Staff and the Planning Commission plan to present these proposed amendments at the regular meeting on December 17th. Additionally, staff and the Planning Commission are developing a new "Highway Commercial" zoning district for large-scale development, with an ordinance planned for Board consideration in December. She attended a webinar in preparation for the April 2026 election. Regarding finances, \$13,474 in tax liens were filed in November 2024, with \$4,338 received to date, and an additional \$15,914 was filed in November 2025 for 2025 delinquent accounts. A grant amendment request was submitted for an additional \$50,000 in LPC funds to update the Municipal Code and create application checklists. She also assisted with facilitating open enrollment for employee health, dental, and vision insurance. Sales tax collected in October was \$166,724.43 and in November was \$167,536.50, figures that are consistently increasing and are expected to exceed budget predictions.

- **Town Planner**

Town Planner Alan Hassler reported that current projects include adding new mobile homes to existing parks, updating the comprehensive plan, and reviewing applications for storage use. He is also researching streets and developments to clarify the Town's responsibilities during ongoing projects. Additionally, he is investigating code complaints, use changes, and special review enforcement. Currently, there are two annexation requests and two inquiries regarding subdivisions. Furthermore, plans are in place to install a bulk water station and acquire the necessary land.

- **Town Manager**

Town Manager Jen MacPherson reported on several key initiatives and projects. She supported department heads during the mentioned projects, completed open enrollment for health insurance, and implemented a health savings account program that is expected to save the Town money on benefits costs. In preparation for next year, she is aligning contracts for events such as the fireworks display and cleanup day. Ms. MacPherson reported that she discussed a reduction in the Town's donation to the Chamber of Commerce, which will decrease in 2026, with the Chamber's Executive Director. Additionally, she discussed cost-sharing and coordination for future projects with the Mayor of Hot Sulphur Springs. Ms. MacPherson collaborated with Trustee Sammons on mosquito planning, proposals, and budgeting. Finally, she worked on the 2026 budget development for water rates and property tax calculations.

- **Action Register**

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

Local Liquor Licensing Authority

TRUSTEE SAMMONS MOTION to pause the Regular Meeting of the Board of Trustees and convene as the Local Liquor Licensing Authority at 6:16 PM. TRUSTEE PERRY SECONDS. Roll call vote was taken; Trustee Sammons "aye", Trustee Woog "aye", Trustee Miller "aye", Trustee Perry "aye", Trustee Pesch "aye", and Trustee Mathis "aye". 6 "aye" votes, 0 "nay" votes. MOTION PASSED.

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

Town Clerk and Treasurer Teagan Serres reported that the Dean West submitted their annual renewal for their liquor license. A review of the application found that the establishment is in good standing with the Colorado Secretary of State, is current with sales tax, and the Kremmling Police Department reported no issues directly related to the establishment's liquor licenses. The establishment has legal possession of the premises, and no issues or concerns were noted during a visual inspection. The Board of Trustees had no questions or concerns regarding the annual renewal of liquor license applications.

TRUSTEE SAMMONS MOTION TO APPROVE the annual renewal of the Dean West License. TRUSTEE WOOG SECONDS. Voice vote taken: 6 “aye” votes, 0 “nay” votes. MOTION PASSED.

Adjournment of Local Liquor Licensing Authority

TRUSTEE SAMMONS MOTION to adjourn the Local Liquor Licensing Authority and reconvene the Regular Meeting of the Board of Trustees at 6:19 PM. TRUSTEE PESCH SECONDS. Roll call vote was taken; Trustee Sammons “aye”, Trustee Woog “aye”, Trustee Miller “aye”, Trustee Perry “aye”, Trustee Pesch “aye”, and Trustee Mathis “aye”. 6 “aye” votes, 0 “nay” votes. MOTION PASSED.

New Business

- 1. Discussion & Action Item.** Ordinance No. 731 An Ordinance Granting a Non-Exclusive Electric Utility Franchise to Mountain Parks Electric, Inc. - Second Reading.

Ms. Serres presented Ordinance No. 731 and explained that this ordinance was previously discussed during the Work Session on October 1 and the Regular Meeting on October 15. It passed on first reading on October 15, and this regular meeting is designated for the second reading. According to state law, the adoption procedure requires both a first and second reading, along with publications in the newspaper prior to and between the readings, which have been completed.

The new franchise agreement is similar to the Town’s prior agreement and includes several key terms. It grants MPEI a non-exclusive right to furnish, sell, and distribute electricity and to provide street lighting within the Town. The new agreement will expire on February 1, 2049. The Town will receive a franchise fee equivalent to 2% of revenue generated from electric sales within the Town, paid quarterly. This fee remains the same as in the previous franchise. The Town has the right to request an adjustment to this fee every five years or sooner in the event of an unexpected occurrence or disaster. MPEI states that all Grand County municipalities, except Hot Sulphur Springs, which receives a 3% fee, pay a 2% franchise fee. Additionally, newly constructed distribution lines serving newly annexed residential subdivisions must be placed underground. MPEI is required to relocate its facilities at its own expense when necessary for the public's health, safety, and welfare or to accommodate a public improvement or project.

TRUSTEE PERRY MOTION TO APPROVE Ordinance No. 731 An Ordinance Granting a Non-Exclusive Electric Utility Franchise to Mountain Parks Electric, Inc. on Second Reading. TRUSTEE MILLER SECONDS. Voice vote taken: 6 “aye” votes, 0 “nay” votes. MOTION PASSED.

- 2. Public Hearing for 2026 Budget Items.**

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

Mayor Howell opened the Public Hearing for the 2026 Budget Items at 6:20 p.m. Ms. MacPherson presented a balanced 2026 Budget, which adheres to the Town's Comprehensive Financial Management Policies (CFMP) and prioritizes core operations, essential maintenance, and existing commitments. The budget is structured around the Town's 2026 Strategy, which focuses on four key areas: delivering expected public services within the constraints of the balanced budget, providing 12 months of stable, predictable operations for both the public and

staff, identifying and implementing operational improvements and efficiencies, and delivering existing major capital projects on time and within budget.

The 2026 Staffing Plan remains the same as 2025. Effective January 1, 2026, all employees, excluding the Town Manager, will receive a 3% Cost of Living Adjustment (COLA). The Town offers a comprehensive benefits package through a county-wide health pool, including Health, Vision, Dental, and Life Insurance. For employees choosing the high-deductible HSA medical plan (HDHP 2500), the Town will contribute \$3,000 for single coverage or \$6,000 for family coverage to their Health Savings Account (HSA). No new capital projects are scheduled for 2026, except for the already-approved construction of the new Water Treatment Plant. However, the Board of Trustees has created a prioritized "wish list" of Capital Improvement Program (CIP) items for 2026, totaling \$594,900. They may choose to fund these items from reserves or from any potential excess revenue. The finance staff will keep the Board updated throughout the year on the availability of funds to complete these projects. The General Fund serves as the Town's primary operating fund, covering ordinary operations financed by taxes and other general revenues.

Mayor Howell asked for public comments, and there were none. Mayor Howell closed the public hearing at 6:23 p.m.

TRUSTEE WOOG MOTION TO APPROVE Resolution No. 2025-11-03 A Resolution Summarizing Expenditures and Revenues for Each Fund and Adopting a Budget & Capital Plan for the Town of Kremmling, Colorado for the Calendar Year Beginning on the First Day of January 2026 and Ending on the Last Day of December 2026 as presented. TRUSTEE SAMMONS SECONDS. Voice vote taken: 6 "aye" votes, 0 "nay" votes. MOTION PASSED.

TRUSTEE WOOG MOTION TO APPROVE Resolution No. 2025-11-04 A Resolution Appropriating Sums of Money to the Various Funds and Spending Agencies, in the Amounts and for the Purpose as Set Forth Below, for the Town of Kremmling, Colorado for the 2026 Budget Year. TRUSTEE MATHIS SECONDS. Voice vote taken: 6 "aye" votes, 0 "nay" votes. MOTION PASSED.

TRUSTEE WOOG MOTION TO APPROVE Resolution No. 2025-11-05 A Resolution Levying Property Taxes for the Year 2025 to Help Defray the Costs of Government for the Town of Kremmling, Colorado for the 2026 Budget Year as presented. TRUSTEE MATHIS SECONDS. Voice vote taken: 6 "aye" votes, 0 "nay" votes. MOTION PASSED.

TRUSTEE WOOG MOTION TO APPROVE Resolution No. 2025-11-06 A Resolution Approving the Salaries, Wages, and Organization Chart for Positions of the Town of Kremmling for 2026 as presented. TRUSTEE MATHIS SECONDS. Voice vote taken: 6 "aye" votes, 0 "nay" votes. MOTION PASSED.

Board of Trustees Reports & Future Agenda Items for Consideration:

None.

Adjournment:

TRUSTEE SAMMONS MOTION TO ADJOURN. Voice vote taken; all "aye" votes. The meeting was adjourned at 6:28 PM.

Teagan Serres, Town Clerk

Wes Howell, Mayor

RECORD OF PROCEEDINGS

TOWN OF KREMMLING SPECIAL TOWN BOARD MEETING December 10, 2025

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

Conflicts of Interest:

None.

Agenda Items

- 1. Discussion & Action Item.** Resolution No. 2025-12-01 A Resolution Levying Property Taxes for the Year 2025 to Help Defray the Costs of Government for the Town of Kremmling, Colorado, for the 2026 Budget Year and Repealing Resolution No. 2025-11-05.

Ms. Serres presented Resolution No. 2025-12-01 and explained that the Board of Trustees initially adopted the annual budget and Resolution No. 2025-11-05 on November 19, 2025, to certify the mill levy. However, the Town received an Amended Certification of Valuation from Grand County on November 25, 2025, reflecting a slightly higher assessed amount. The deadline to certify the mill levy to the Grand County Board of Commissioners is December 15, 2025. The amended valuation for assessment in 2024 is \$29,346,779, resulting in an anticipated property tax revenue of \$284,123.79. This revenue is essential to balancing the general operating budget.

The staff does not foresee a need for a budget amendment at this time, but will continue to monitor revenue closely. Additionally, under Colorado law, there is a 5.25% annual cap on property tax revenue growth for local governments. This cap is a key provision of the bipartisan property tax compromise bill (HB24B-1001), which was signed into law in September 2024. It applies to most statutory local governments, such as counties and special districts, but excludes school districts explicitly. The new revenue limit became effective in late 2024 for the 2026 local government budget year.

Typically, staff aim to have the budget adopted at the November regular meeting; however, they do not receive the final assessment from the county by then. To address this issue in future years, the staff intends to include a section in upcoming resolutions levying property taxes. This section would use the August valuation and authorize the Town Manager to certify the mill levy in December, provided it remains within a reasonable range. This change would eliminate the need to present a second resolution to the Board.

TRUSTEE SAMMONS MOTION TO APPROVE Resolution No. 2025-12-01 A Resolution Levying Property Taxes for the Year 2025 to Help Defray the Costs of Government for the Town of Kremmling, Colorado, for the 2026 Budget Year and Repealing Resolution No. 2025-11-05. TRUSTEE PERRY SECONDS. Voice vote taken: 6 “aye” votes, 0 “nay” votes. MOTION PASSED.

Adjournment:

TRUSTEE MILLER MOTION TO ADJOURN. Voice vote taken; all “aye” votes. The meeting was adjourned at 6:02 PM.

Teagan Serres, Town Clerk

Wes Howell, Mayor

**TOWN OF KREMMLING
RESOLUTION NO. 2025-12-02**

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF KREMMLING, COLORADO, ADOPTING THE KREMMLING POLICE DEPARTMENT POLICY MANUAL

WHEREAS, the Kremmling Police Department operates within the Town of Kremmling, organized and governed by the Colorado Revised Statutes and the regulations set forth by Peace Officer Standards and Training (POST); and

WHEREAS, the Chief of Police has proposed a departmental policy manual to detail daily operations of the Kremmling Police Department; and

WHEREAS, the Policy Manual has been reviewed by the Town Attorney and Lexipol; and

WHEREAS, the Board of Trustees, in an effort to preserve the health, safety, and welfare of the community, hereby adopts the Kremmling Police Department Policy manual.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF KREMMLING, COLORADO, that the Kremmling Police Department Policy Manual as described herein is now adopted.

INTRODUCED, READ, AND ADOPTED by the Board of Trustees on this 17th day of December 2025.

TOWN OF KREMMLING

Wes Howell, Mayor

ATTEST:

Teagan Serres, Town Clerk

**TOWN OF KREMMLING
RESOLUTION NO. 2025-12-03**

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF KREMMLING, COLORADO, APPROVING THE LPC-24-017 – KREMMLING COMMUNITY READINESS ASSESSMENT & FAST TRACK STRATEGIES PROJECT GRANT AGREEMENT AMENDMENT #1

WHEREAS, the Town initially secured a \$48,000 grant from the Department of Local Affairs (DOLA) through the Local Planning Capacity Grant Program on April 24, 2024; and

WHEREAS, this grant, combined with the required \$12,000 Town match, established a total project budget of \$60,000; and

WHEREAS, \$50,443 of the total funds have been utilized, leaving a balance of \$9,557; and

WHEREAS, following the Board of Trustees' adoption of Resolution No. 2025-06-03 on June 18, 2025, which established expedited review policies for future affordable housing projects, the Town became eligible for an additional \$50,000 to supplement the existing grant; and

WHEREAS, the Town proposed using these additional funds to complete the original project scope, specifically the review and update of the Zoning and Subdivision sections of the Municipal Code, and to create streamlined application packets and references for a more efficient and transparent development process; and

WHEREAS, the Town was subsequently awarded the additional \$50,000, bringing the total funding available to finish the project to \$59,557; and

WHEREAS, DOLA has proposed a Grant Agreement Modification to officially amend the original grant agreement to incorporate the additional \$50,000; and

WHEREAS, the Board of Trustees determines that the Grant Agreement Amendment aligns with the Town's established goals and policies.

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

Section 1. The LPC-24-017 – Kremmling Community Readiness Assessment & Fast Track Strategies Project Grant Agreement Amendment #1 is hereby adopted 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 17th day of December 2025.

TOWN OF KREMMLING

Wes Howell, Mayor

ATTEST:

Teagan Serres, Town Clerk

State of Colorado Grant Agreement Modification

Grant Agreement Amendment #1

State Agency	DLG Portal Number
Department of Local Affairs (DOLA)	LPC-24-017
Grantee	Current Grant Agreement Expiration Date
Town of Kremmling	March 31, 2027
Project Number and Name	Prior Grant Agreement Expiration Date
LPC-24-017 - Kremmling Community Readiness Assessment & Fast Track Strategies Project	December 31, 2026
Amendment CMS Number	Grant Amount
202926	Initial Award: \$48,000.00
Previous CMS #(s)	Amendment #1 12/08/2025: \$50,000.00
190521	Total Grant Amount: \$98,000.00
Program Name	DOLA Program Manager
Local Planning Capacity Grant Program ()	Robyn DiFalco, (720) 682-5202, (robyn.difalco@state.co.us)
Funding Account Codes	DOLA Program Assistant
	Jessica Rupe, (720) 557-4902, (jessica.rupe@state.co.us)
Phase Code	

The Parties hereto have executed this agreement

Each person signing this Amendment represents and warrants that the signer is duly authorized to execute this Amendment and to bind the Party authorizing such signature.

Grantee
TOWN OF KREMMLING

STATE OF COLORADO
Jared S. Polis, Governor
Colorado Department of Local Affairs
Maria De Cambra, Executive Director

By: Name of Authorized Individual

By: Maria De Cambra, Executive
Director

Title: Official Title of Authorized Individual

Date:

*Signature

STATE OF COLORADO
PRE-APPROVED FORM REVIEWER

Date: _____

By: Robyn DiFalco, LPC Program
Manager

Date: _____

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: Kelly Bearden, DOLA Controller Delegate

Amendment Effective Date: _____

In accordance with §24-30-202, C.R.S., this Agreement is not valid until signed and dated below by the State Controller or an authorized delegate.

1. Parties

This Amendment (the “Amendment”) to the Original Agreement shown on the Signature and Cover Page for this Amendment (The “Agreement”) is entered into by and between the Grantee, and the State.

2. Terminology

Except as specifically modified by the Amendment, all terms used in this Amendment shown on the Signature and Cover Page for this Amendment (the “Agreement”) is entered into by and between the Grantee, and the State

3. Amendment Effective Date and Term

A. Amendment Effective Date

This Amendment shall not be valid or enforceable until the Amendment Effective Date shown on the Signature and Cover Page for this Amendment. The State shall not be bound by any provision of this Amendment before that Amendment Effective Date, and shall have no obligation to pay Grantee for any Work performed or expense incurred under this Amendment either before or after of the Amendment term shown in **§3.B** of this Amendment.

B. Amendment Term

The Parties’ respective performances under this Amendment and the changes to the Agreement contained herein shall commence on the Amendment Effective Date shown on the Signature and Cover Page for this Amendment or October 07, 2025, whichever is later and shall terminate on the termination of the Agreement.

4. Purpose

The Parties entered into the Agreement to engage previously hired, qualified consultants and legal counsel in the exploration, adoption, and implementation of land use code amendments and procedural improvements to implement a system to expedite the development review process for affordable housing projects. Grantee requested and received Supplemental Grant Funds in the amount of \$50,000 for achieving the Proposition 123 milestone for early adoption of Fast Track. Grantee requests the Scope of Project be expanded to include new applicant checklists, submittal guidance, and process workflow resources to enhance municipal processes, the Grant Agreement Expiration Date be extended to allow time for the additional Work, and to add the \$50,000 dollars of Supplemental Grant Funds to the Project Budget. This Amendment modifies the Agreement as requested.

5. Modification

The Agreement and all prior amendments thereto, if any, are modified as follows:

- A. The Agreement Initial Agreement Expiration Date on the Agreement’s Signature and Cover Page is hereby deleted and replaced with the Current Agreement Expiration Date shown on the Signature and Cover Page for this Amendment
- B. The Agreement Maximum Amount field on the Agreement’s Signature and Cover Page is hereby deleted and replaced with the Current Agreement Maximum Amount field shown on the Signature and Cover Page for this Amendment.
- C. The paragraph in **Section 2. Description of the Project(s) and Work, §2.2. Work Description.** in **Exhibit B** is hereby deleted:

“The Town of Kremmling (Grantee) will engage previously hired, qualified consultants and legal counsel in the exploration, adoption, and implementation of land use code amendments and procedural improvements to implement a system to expedite the development review process for affordable housing projects. Additionally, consultants will complete a community readiness assessment, propose recommended strategies, and identify opportunities for future affordable housing projects. The Grantee will utilize legal counsel to review proposed land use regulations. The Grantee will conduct a robust community engagement process that ensures participation by underrepresented voices, especially from residents or local workers who are considered housing cost-burdened, and all key stakeholders. The Grantee will complete quarterly performance metric reporting in a form provided by DOLA. Additionally, at Project Closeout, a Final Informal Memo will be submitted that identifies the following: 1) description of the Grantee’s approach to expedited review of affordable housing; 2) the outcome of that effort, including whether new policies were formally adopted and an assessment how effectively this approach has been at reducing the amount of time required for review; 3) any other project outcomes that impacted the Grantee’s Prop 123-related goals; 4) description of community engagement efforts; 5) the number of affordable housing units that were either permitted or preserved during the grant period; 6) the degree to which this grant has had a transformative impact on Grantee’s affordable housing efforts; and 7) any lessons learned. Grantee will own all resulting documents.”

and is replaced with the following in lieu thereof:

“The Town of Kremmling (Grantee) will hire qualified consultants and **engage** legal counsel in the exploration, adoption, and implementation of land use code amendments and procedural improvements to expedite the development review process for affordable

housing projects, **including new applicant checklists, submittal guidance, and process workflow resources**. Additionally, consultants will complete a community readiness assessment, **support implementation of** recommended strategies, and identify opportunities for future affordable housing projects. The Grantee will utilize legal counsel to review proposed land use regulations. The Grantee will conduct a robust community engagement process that ensures participation by underrepresented voices, especially from residents or local workers who are considered housing cost-burdened, and all key stakeholders. The Grantee will complete quarterly performance metric reporting in a form provided by DOLA. Additionally, at Project Closeout, a Final Informal Memo will be submitted that identifies the following: 1) description of the Grantee’s approach to expedited review of affordable housing; 2) the outcome of that effort, including whether new policies were formally adopted and an assessment of how effectively this approach has been at reducing the amount of time required for review; 3) any other project outcomes that impacted the Grantee’s Prop 123-related goals; 4) description of community engagement efforts; 5) the number of affordable housing units that were either permitted or preserved during the grant period; 6) the degree to which this grant has had a transformative impact on Grantee’s affordable housing efforts; and 7) any lessons learned. Grantee will own all resulting documents.”

D. The sentence in **§4.1. Outcomes in Section 4 Deliverables in Exhibit B** is hereby deleted:

“The final outcome of this Grant is completion of the community readiness assessment, completion of stakeholder engagement process, adoption/implementation of land use code amendments and process improvements that results in a system to expedite the development review process for affordable housing projects and achieve Proposition 123 requirements in Kremmling, Colorado and a completed Final Informal Memo, submitted to DOLA.”

and is replaced with the following in lieu thereof:

“The final outcome of this Grant is completion of the community readiness assessment, completion of stakeholder engagement process, **documentation of** adoption/implementation of land use code amendments, **new policies or strategies**, and process improvements that **support incentivizing or expediting** the development review process for affordable housing projects and **achieving** Proposition 123 requirements in Kremmling, Colorado. **In addition**, a Final Informal Memo **will be** submitted to DOLA as a **Final Report.**”

- E. The following milestone in §4.3. Performance Measures in Section 4. Deliverables in Exhibit B is hereby deleted:

Submit Project Final Report	March 31, 2027
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and is replaced with the following in lieu thereof:

Submit Project Final Report	June 29, 2027
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- F. The following cells are added to the end of the table in §4.5.2. Specific Submittal Dates in Section 4. Deliverables in Exhibit B:

January	2027	March 02, 2027	Yes	Yes
February	2027	March 30, 2027	Yes	Yes
March	2027	April 30, 2027	Yes	Yes

- G. The Responsible Administrator in §5.1 Responsible Administrator in Section 5. Personnel in Exhibit B is hereby deleted:

“Ashley Macdonald, Town Manager and Finance Director,
manager@townofkremmling.org”

and is replaced with the following in lieu thereof:

“Jen MacPherson, Town Manager, manager@townofkremmling.org”

- H. The table in §6.2. Budget in Section 6. Funding in Exhibit B is hereby deleted:

Budget Line(s)		Total Project	Grant	Other	Other
Lin e #	Cost Category	Cost	Funds	Funds	Funds Source
1	Consultant Services	\$60,000	\$48,000	\$12,000	Grantee
	Total	\$60,000	\$48,000	\$12,000	

and is replaced with the following in lieu thereof:

Budget Line(s)		Total	Grant Funds	Other	Other
Lin e #	Cost Category	Project Cost		Funds	Funds Source
1	Consultant Services	\$60,000	\$48,000	\$12,000	Grantee
2	Consultant Service - CA #1	\$50,000	\$50,000	\$0	Grantee
	Total	\$110,000	\$98,000	\$12,000	

- I. The table in **§7.1. Payment Schedule** in **Section 7. Payment** in **Exhibit B** is hereby deleted:

Payment	Amount	
Interim Payment(s)	\$45,600	Paid upon receipt of actual expense documentation and written Pay Requests from the Grantee for reimbursement of eligible approved expenses.
Final Payment	\$2,400	Paid upon Substantial Completion of the Project (as determined by the State in its sole discretion), provided that the Grantee has submitted, and DOLA has accepted, all required reports.
Total	\$48,000	

and is replaced with the following in lieu thereof:

Payment	Amount	
Interim Payment(s)	\$95,600	Paid upon receipt of actual expense documentation and written Pay Requests from the Grantee for reimbursement of eligible approved expenses.
Final Payment	\$2,400	Paid upon Substantial Completion of the Project (as determined by the State in its sole discretion), provided that the Grantee has submitted, and DOLA has accepted, all required reports.
Total	\$98,000	

6. Limits of Effect and Order of Precedence

This Amendment is incorporated by reference into the Agreement, and the Agreement and all prior amendments or other modifications to the Agreement, if any, remain in full force and effect except as specifically modified in this Amendment Except for the Special Provisions contained in the Agreement, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the

Agreement or any prior modification to the Agreement, the provisions of this Amendment shall in all respects supersede, govern, and control. The provisions of this Amendment shall only supersede, govern, and control over the Special Provisions contained in the Agreement to the extent that this Amendment specifically modifies those Special Provisions.

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**TOWN OF KREMMLING
RESOLUTION NO. 2025-12-04**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF KREMMLING,
COLORADO, APPROVING A REVISED EMPLOYEE HANDBOOK.**

WHEREAS, the Board of Trustees of the Town of Kremmling, Colorado, previously adopted by Resolution an Employee Handbook on November 20, 2024, for use by its employees; and

WHEREAS, amendments to the Employee Handbook were approved by Resolution No. 2024-11-07 on November 20, 2024; and

WHEREAS, the Town’s attorney reviewed the amended Employee Handbook and recommended additional revisions; and

WHEREAS, the Town’s personnel policies have been updated by the Town Staff and legal counsel for consistency with the new laws, and the Town Manager has proposed changes regarding holidays, employee status, paid time off cash outs, bereavement leave, and health savings accounts for employees; and

WHEREAS, the Town Manager recommends approval of the revised personnel policies, and the Board finds the revisions are in the best interest of the Town.

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

The personnel policies presented by the Town staff accompanying this Resolution are hereby approved, effective beginning January 1, 2026.

The updated personnel policies shall be provided to current and future employees of the Town. Nothing herein or in the personnel policies constitutes a contract or promise by the Town or changes the “at-will” nature of employment.

INTRODUCED, READ, AND ADOPTED by the Board of Trustees on this 17th day of December 2025.

TOWN OF KREMMLING

Wes Howell, Mayor

ATTEST:

Teagan Serres, Town Clerk

2026 Employee Handbook

Town of Kremmling



Town Hall: 200 Eagle Avenue
Police Department: 1318 Park Avenue



Town Hall: 970-724-3249
Police Department: 970-724-3318



<https://townofkremmling.colorado.gov/>

Adopted December 17, 2025
Resolution No. 2025-12-04

Table of Contents

Article I.	Important Notice at Will	2
Article II.	Organization Chart.....	4
Article III.	2026 Salaries and Wages.....	6
Article IV.	Employment.....	8
Section 4.01	Employee Status.....	8
Section 4.02	Temporary/Seasonal Employee	8
Section 4.03	EEO/Harassment Policy.....	8
Section 4.04	EEO Harassment.....	9
Section 4.05	Sexual Harassment.....	9
Section 4.06	Complaint Procedure	10
Section 4.07	Discipline/Discharge.....	11
Section 4.08	Outside Work	11
Section 4.09	Separation of Employment	12
Section 4.10	Problem Solving.....	12
Section 4.11	References.....	12
Section 4.12	Modified Employment.....	12
Section 4.13	Employment of Relatives.....	13
Section 4.14	ADA and Religious Accommodation.....	14
Section 4.15	Pregnancy Accommodation	14
Section 4.16	Nursing Mothers Accommodation.....	14
Article V.	Employee Benefits	16
Section 5.01	Group Insurance.....	16
Section 5.02	Holidays	16
Section 5.03	(Sick) Leave.....	17
Section 5.04	Paid Time Off (PTO).....	18
Section 5.05	Take Home Vehicle	19
Section 6.01	Bereavement Leave.....	21
Section 6.02	Jury Duty.....	21
Section 6.03	Medical Leave.....	22

Section 6.04	Military Pay	23
Section 6.05	FMLA Leave.....	23
Section 6.06	FAMLI Leave.....	23
Section 6.07	Discretionary Leave of Absence Without Pay	23
Section 6.08	Voting	24
Section 6.09	Administrative Leave.....	24
Section 6.10	Domestic Abuse Leave	25
Article VII	Pay.....	26
Section 7.01	On Call Responsibility (Non-exempt)	26
Section 7.02	Weekend Water Duty	26
Section 7.03	Overtime	26
Section 7.04	Paydays	27
Section 7.05	Pay for Exempt Employees.....	27
Section 7.06	Time Reporting	27
Section 7.07	2026 Payroll Calendar.....	28
Article VIII.	Drug and Alcohol Policy.....	29
Section 8.01.....		29
Section 8.02.....		29
Section 8.03.....		29
Section 8.04.....		29
Section 8.05	Drug and Alcohol Testing	29
Section 8.06	Reasonable Suspicion Testing.....	30
Section 8.07	Testing After a Motor Vehicle Accident.....	31
Section 8.08	Other Testing Circumstances	32
Section 8.09	Result of Drug Use.....	33
Section 8.10	Consent to Testing.....	33
Section 8.11	Refusal to Submit to Testing.....	33
Section 8.12	Testing Procedures	33
Article IX.	Workplace Environment	35
Section 9.01	Safety	35
Section 9.02	Injury Reporting.....	35

Section 9.03	Workplace Violence	35
Section 9.04	Attendance and Punctuality	36
Section 9.05	General Rules of Conduct.....	36
Section 9.06	Communication Systems	38
Section 9.07	Personal Use of the Internet.....	38
Section 9.08	Software and Copyright	38
Section 9.09	Unauthorized Use.....	38
Section 9.10	Email	38
Section 9.11	Voicemail	39
Section 9.12	Telephone/Cell Phones.....	39
Section 9.13	Conflict of Interest	39
Section 9.14	Dress Code	40
Section 9.15	Inspections	40
Section 9.16	Smoking Banned.....	40
Section 9.17	Personal Use of Social Media Guidelines.....	40
Section 9.18	Remote Work	41
Section 9.19	Content Generative Artificial Intelligence (AI) Use Policy.....	42
Article X.	Acknowledgement.....	44
	Employee Acknowledgement Copy.....	45

Article I. Important Notice at Will

This handbook is designed to acquaint employees with the Town of Kremmling (“Town”) and provide some information about working here. The handbook is not all-inclusive but is intended to provide employees with a summary of some of the Town guidelines. This edition replaces any previously issued editions.

Neither the employee nor the Town is committed to an employment relationship for a fixed period. Employment with the Town of Kremmling is at will. Either the employee or the Town has the right to terminate the employment relationship at any time, for any reason. The language used in this handbook and any verbal statement by management is not intended to constitute a contract of employment for any specific duration.

No representative of the Town of Kremmling other than the Board of Trustees has authority to enter into an agreement of employment for any specified period, and such agreement must be in writing, signed by the Mayor or designee, and the employee.

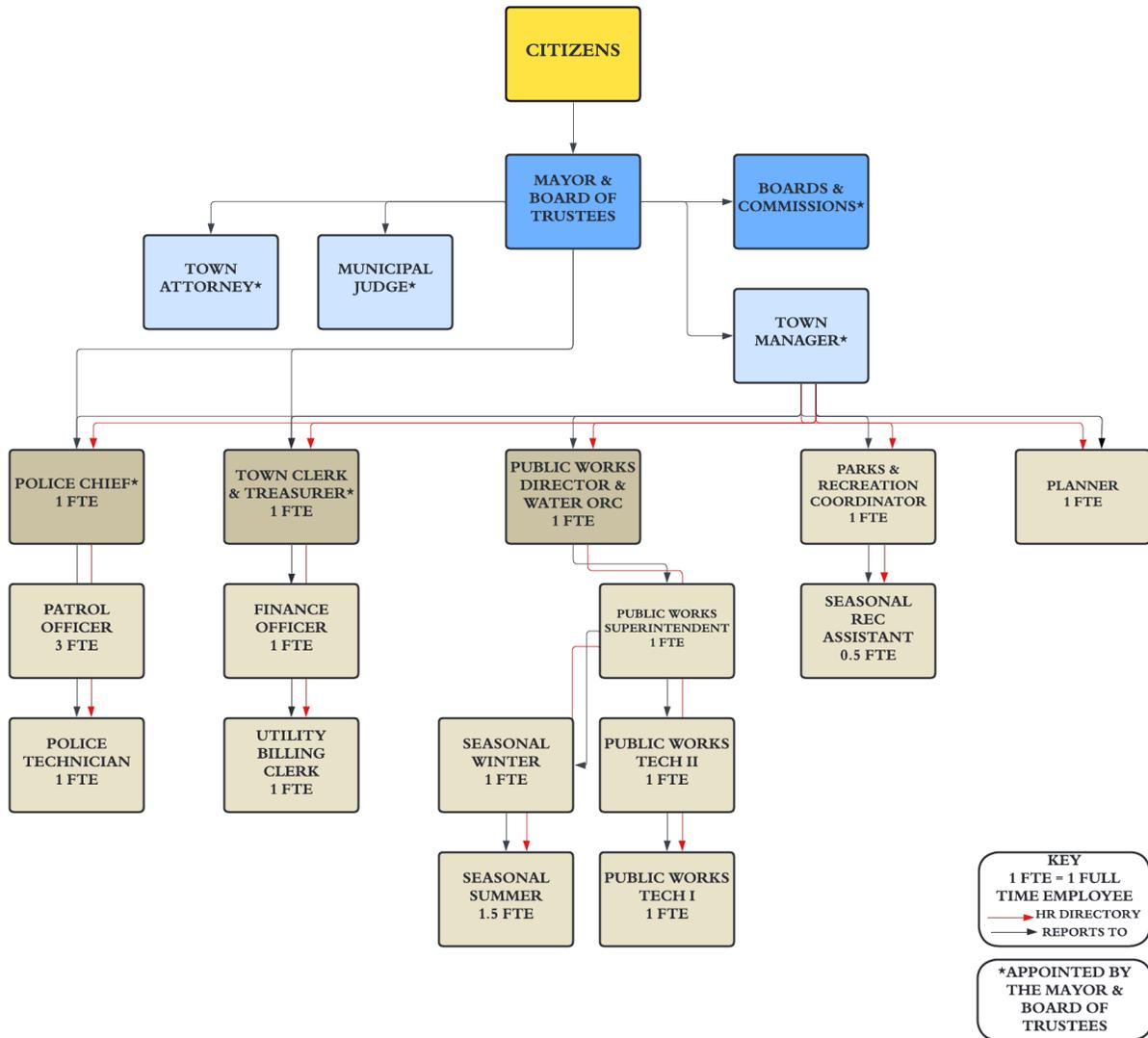
The contents of this handbook are summary guidelines for employees and therefore are not all-inclusive. Except for the at-will nature of the employment, the Town reserves the right to suspend, terminate, interpret, or change any or all of the guidelines mentioned, along with any other procedures, practices, benefits, or other programs of the Town of Kremmling. These changes may occur at any time, with or without notice.

In this handbook, Town and Town of Kremmling are used interchangeably, and HR Director is interchangeable with human resources director.

No employee handbook can anticipate every circumstance or question. After reading the handbook, employees who have questions should talk with their immediate supervisor or the Human Resources Department.

Version approved by the Board of Trustees on December 17, 2025, via Resolution No. 2025-12-04, goes into effect on January 1, 2026.

Article II. Organization Chart



Article III. 2026 Salaries and Wages

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

Article IV. Employment

Section 4.01 Employee Status

- a) Full-time Employee – an employee normally scheduled to work at least forty (40) hours per week. Full-time employees are currently eligible for benefits.
- b) Part-time Employee – an employee normally scheduled to work less than a thirty (30) hour work week. Part-time employees may be assigned a work schedule in advance or may work on an as-needed basis.
 - i. Part-time employees are eligible for PTO accrual and Holiday Pay, but it is not paid out at the time of termination. Part-time employees will accrue Holiday Pay at one-half (1/2) the rate of full-time employees.
 - ii. Part-time employees who work an average of 30 or more hours a week are eligible to participate in the Town’s healthcare and retirement benefits.
- c) Exempt Employee – Exempt employees are employees whose job assignments meet specific tests established by the federal Fair Labor Standards Act (FLSA) and state law and who are exempt from minimum wage and/or overtime pay requirements.
- d) Non-Exempt Employee – Non-exempt employees are employees whose job positions do not meet FLSA or applicable state exemption tests, and who are not exempt from minimum wage and/or overtime pay requirements.

Section 4.02 Temporary/Seasonal Employee

Temporary employees are those who are employed for short-term assignments. Temporary employees are generally hired to temporarily supplement the workforce or assist in the completion of a specific project, like mowing or snow plowing. These temporary employment assignments are of limited duration. Temporary employees may be classified as exempt or non-exempt based on job duties and compensation. Temporary and seasonal employees are eligible to receive sick leave, but are not eligible for any other employee benefits, including PTO, Holiday Bank hours, Bereavement leave, etc.

Section 4.03 EEO/Harassment Policy

The Town is dedicated to the principles of equal employment opportunity. We prohibit unlawful discrimination against applicants or employees on the basis of age forty (40) and over, race (including traits historically associated with race such as hair texture and length, protective hairstyles), sex, sexual orientation, color, religion, national origin, genetic information, military-status, marital status, gender identity or expression, or any other applicable status protected by state or federal law.

Section 4.04 EEO Harassment

- a) The Town strives to support a work environment free of unlawful harassment. In doing so, the Town prohibits unlawful harassment based on any of the above-protected classes.
- b) Unlawful harassment includes unwelcome verbal or physical conduct or any written, pictorial, or visual communication directed at an individual or group of individuals because of their membership (or perceived membership) in a protected class, which conduct is offensive to the person alleging harassment and objectively offensive to a reasonable person who is a member of the same protected class, and which conduct:
 - i. Is made explicitly or implicitly a term or condition of employment;
 - ii. Is used as a basis for employment decisions; or
 - iii. Has the purpose or effect of unreasonably interfering with work performance or creating an intimidating, hostile, or offensive working environment.
- c) Unlawful Harassment will not be tolerated. Prohibited behavior may include, but is not limited to, the following:
 - i. Written form such as cartoons, e-mail, posters, drawings, or photographs.
 - ii. Verbal conduct such as epithets, derogatory comments, slurs, or jokes.
 - iii. Physical conduct such as assault or blocking an individual's movements.
 - iv. This policy applies to all employees, including managers, supervisors, co-workers, and non-employees such as elected and appointed officials of the Town, residents, vendors, consultants, etc.

Section 4.05 Sexual Harassment

- a) Because sexual harassment raises issues that are to some extent unique in comparison to other harassment, the Town believes it calls for separate emphasis.
- b) The Town strongly opposes sexual harassment and inappropriate sexual conduct. Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature, when:
 - i. Submission to such conduct is made explicitly or implicitly within a term or condition of employment.
 - ii. Submission to or rejection of such conduct is used as the basis for decisions affecting an individual's employment.

- iii. Such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.
- c) All employees are expected to always conduct themselves in a professional and business-like manner. Conduct which may violate this policy includes, but is not limited to, sexually implicit or explicit communications, whether in:
 - i. Written forms, such as cartoons, posters, calendars, notes, letters, and e-mail.
 - ii. Verbal form, such as comments, jokes, foul or obscene language of a sexual nature, gossiping, or questions about another's sex life, or repeated unwanted requests for dates.
 - iii. Physical gestures and other nonverbal behavior, such as unwelcome touching, grabbing, fondling, kissing, massaging, and brushing up against another's body.

Section 4.06 Complaint Procedure

- a) The Town has established the following procedure for lodging a complaint of harassment, discrimination, or retaliation. Incidents should be reported to the Human Resources Director. If the complaint is against the Human Resources Director, the incident should be reported to the Town Manager. If the complaint is against the Town Manager, the incident should be reported to the Mayor, another Board member, or the Town Attorney. The Town will treat all aspects of the procedure confidentially to the extent reasonably possible.
- b) Complaints should be made as soon as possible after an incident has occurred, preferably in writing. The person taking the complaint may aid the complainant in completing a written statement, or in the event an employee refuses to supply information in writing, a verbal complaint will be documented.
- c) Upon receiving a complaint or being advised by a supervisor or manager that a violation of this policy may be occurring, senior management will be notified if appropriate, and the complaint will be forwarded to the Town's legal counsel.
- d) An investigation will be started to decide whether there is a reasonable basis for believing that the alleged violation of this policy occurred.
- e) If necessary, the complainant and the respondent will be separated during the course of the investigation, either through internal transfer or administrative leave.
- f) During the investigation, the complainant, the respondent, and any witnesses will be interviewed to find whether the alleged conduct occurred.

- g) Upon conclusion of the investigation, the person conducting the investigation will prepare a written report of his or her findings. If it is determined that a violation of this policy has occurred, appropriate disciplinary action will be taken, up to and including termination of employment.
- h) If the investigation is inconclusive or if it is decided that there has been no violation of policy, but potentially problematic conduct may have occurred, proper preventative action may be taken.
- i) The Town of Kremmling prohibits retaliation against an employee for filing a complaint under this policy or for helping in a complaint investigation. If you perceive retaliation for making a complaint or your participation in an investigation, please follow the complaint procedure outlined above. The situation will be investigated, and proper action will be taken.

Section 4.07 Discipline/Discharge

- a) Occasionally, performance or other behavior falls short of our standards and/or expectations. When this occurs, management takes action, which, in its opinion, seems appropriate.
- b) Disciplinary actions can range from an informal discussion with the employee about the matter to immediate discharge.
- c) Action taken by management in an individual case does not establish a precedent in other circumstances.

In cases of suspension or discharge, the Town Manager shall notify the Mayor of the action taken.

Section 4.08 Outside Work

Employment with the Town shall be the principal vocation of all full-time employees. Full-time employees may engage in outside employment as long as they satisfactorily perform their responsibilities with the Town.

Employees involved in or contemplating outside work should discuss the issue with their supervisor and must obtain approval from their supervisor and the Human Resources Director. Despite any outside employment or business venture, employees are still required to perform their duties with the Town.

Any conflicts with a second job will not be acceptable excuses for not meeting expectations or attendance requirements, including any overtime work.

Any outside work must not create or appear to create a conflict with Town business interests.

Employees are not permitted to use any of the Town equipment for purposes related to an outside job.

Section 4.09 Separation of Employment

We request that employees who wish to resign from their positions notify their supervisor of their anticipated departure date and go over the “checkout” procedure at separation (conversion of insurance, return of property, delivery of final paycheck, etc.) with the HR Department.

- a) Exit interviews may be conducted by the HR Department to gather constructive feedback from employees who leave the company. Information gained may identify opportunities for the Town to improve.
- b) Interviews are scheduled at the convenience of the employee and the HR representative before the employee’s last day of employment. Although participation in the exit interview is voluntary, it is highly encouraged.

Section 4.10 Problem Solving

- a) Employees who disagree or are dissatisfied with a Town practice should promptly discuss the matter with their immediate supervisor, where appropriate. Normally, the discussion should be held within three to five days of the incident, or in as timely a manner as possible. Discussions held in a timely manner will enhance our ability to resolve concerns while they are fresh in everyone’s mind. The majority of misunderstandings can be resolved at this level.
- b) If the solution offered is not satisfactory, or if it is inappropriate to go to the supervisor, then employees are encouraged to take the problem to the HR Director. Employees may submit a written complaint to the HR Director for review and final decision about the situation if the problem still cannot be resolved.

Section 4.11 References

- a) The Town does not furnish open letters of recommendation addressed “To Whom It May Concern.”
- b) If employees receive a call inquiring about a former employee, please refer the call to the HR Department. Only the HR Department has the authority to respond to such inquiries.

Section 4.12 Modified Employment

Modified employment is a temporary work program designated to assist employees in their return to normal job duties. The purpose of the program is to allow injured employees to remain productive while recuperating and to return to full work as quickly as medically feasible. The following conditions apply:

- a) Modified employment is for employees who are temporarily unable to return to their normal duties. Generally, the work is less physically and/or mentally demanding.
- b) Modified employment work duties must be approved in advance by the designated physician, supervisor, and the HR Director prior to final approval of the assignment.
- c) Modified employment may continue for such period as determined necessary by the HR Director, not to exceed 90 days. Modified employment is, by its nature, temporary; the Town does not have permanent light-duty assignments

Section 4.13 Employment of Relatives

- a) A relative of an employee shall not be considered for regular employment by the Town in circumstances where:
 - i. One relative would have the authority to supervise, appoint, remove, discipline, or evaluate the performance of the other relative.
 - ii. One relative would audit, verify, receive, or be entrusted with monies handled by the other relative.
 - iii. One relative would have access to confidential information, including payroll and personnel records of the other relative.
- b) For the purposes of this policy, relatives are described as: spouse/partner, child, parent, sibling, grandparent, grandchild, in-law, foster children/siblings, step-relations, or other relative who resides in the same household.
- c) Unless otherwise authorized by the Town Manager, if Town employees become relatives after employment by the Town, and any of the above circumstances exist, or would exist, one of the related employees shall transfer to another opening in another department, provided an opening exists for which the employee is qualified, or be separated from employment. The affected employees may choose which one to be transferred or separated, but if no agreement can be reached, the Town Manager shall decide.
- d) Exceptions to this policy may be considered and approved by the Town Manager in the event that the necessary services cannot reasonably be provided by another employee or applicant.
- e) This policy shall not be applicable to the employment of seasonal or temporary employees.
- f) This policy does not prohibit an employee's relative from serving on the Board of Trustees at the same time the employee is employed with the Town. However, the Board member shall not participate in any discussion or decision relating to the relative's appointment, removal, supervision, discipline, performance evaluation, or salary. Further,

the Board member shall not attempt to influence, publicly or privately, another Board member or employee in connection with a decision involving the relative.

Section 4.14 ADA and Religious Accommodation

The Town will provide reasonable accommodation for qualified individuals with known disabilities and employees whose work requirements interfere with a religious belief unless doing so would result in undue hardship to the Town or a direct threat. Employees needing such accommodation are instructed to contact their supervisor or the HR Director as soon as possible.

Section 4.15 Pregnancy Accommodation

- a) Employees have the right to be free from discriminatory or unfair employment practices because of pregnancy, a health condition related to pregnancy, or the physical recovery from childbirth.
- b) Employees who are otherwise qualified for a position may request a reasonable accommodation related to pregnancy, a health condition related to pregnancy, or the physical recovery from childbirth. If an employee requests an accommodation, the Town will engage in a timely, good-faith, and interactive process with the employee to determine whether there is an effective, reasonable accommodation that will enable the employee to perform the essential functions of her position. A reasonable accommodation will be provided unless it imposes an undue hardship on the Town's business operations.
- c) The Town may require that an employee provide a note from her health care provider detailing the medical advisability of the reasonable accommodation. Employees who have questions about this policy or who wish to request a reasonable accommodation under this policy should contact their Human Resources representative.
- d) The Town will not deny employment opportunities or retaliate against an employee because of an employee's request for a reasonable accommodation related to pregnancy, a health condition related to pregnancy, or the physical recovery from childbirth. An employee will not be required to take leave or accept an accommodation that is unnecessary for the employee to perform the essential functions of the job.
- e) Employees needing such accommodation are instructed to contact their supervisor or the HR Director at once.

Section 4.16 Nursing Mothers Accommodation

- a) The Town will provide a private space and reasonable time for nursing mothers to express milk during the workday for up to two years following the birth of a child. The time permitted typically will run concurrently with the time already provided for meal and rest breaks. If the breaks cannot run concurrently and/or additional time is needed, Human Resources and the employee will agree upon a schedule which might include the

employee using unpaid leave (if non-exempt), using paid leave bank, arriving at work earlier, or leaving later. In the event unpaid leave is used, the employee will be relieved of all work-related duties during any unpaid break.

- b) Employees will be provided with the use of a room, office, or other private area, other than a bathroom or toilet stall, that is shielded from view and free from intrusion from co-workers and the public. The Town will make a reasonable effort to identify a location within close proximity to the work area for the employee to express milk.
- c) Employees may store expressed breast milk in designated Town refrigerators. The employee must clearly label each container with their name and the date the milk was collected. Unlabeled containers and containers left for more than three days may be disposed of without notice. Alternatively, employees may bring in their own small refrigerator or cooler for the temporary storage of breast milk. Nursing employees are responsible for keeping lactation spaces clean for the next user.
- d) The Town will not demote, terminate, or otherwise take adverse action against an employee who requests or makes use of the accommodations and break time described in this policy.

Article V. Employee Benefits

Section 5.01 Group Insurance

Full-time employees who work an average of more than thirty (30) hours per week are eligible to participate in group medical, dental, vision, and life insurance programs. Coverage begins the first day of the month, coinciding with or following thirty (30) days of employment. For further information and plan details, contact the HR Director.

Employees who are enrolled in the Town's HDHP2500 health care plan are eligible to receive a Health Savings Account (HSA) contribution from the Town. The Town will contribute \$3,000 per employee enrolled in a single plan and \$6,000 per employee enrolled in an employee plus spouse/family plan, annually. These contributions will be distributed in increments throughout the year, with the specific payment schedule determined by the Town. To receive HSA contributions, eligible employees must establish an account with a provider selected by the Town. The total amount contributed by the Town will not exceed the Internal Revenue Service (IRS) annual maximum limit.

Section 5.02 Holidays

a) Holiday Bank

The Town Hall will be closed on Observed Holidays. Each full-time employee will receive 96 hours (12 Days) in their Holiday Bank during the first week of January each year. Or, new employees will receive a prorated bank of Holidays based on the employee's start date. Eligible employees can use time from their Holiday Bank for Town Observed Holidays or the like. Holiday Bank hours are not paid out upon separation of employment, and unused Holiday Bank hours will not rollover year to year.

b) Observed Holidays

The Town currently observes the following Holidays as days off with pay:

#	Holiday	Day of Week	Date
1	New Year's Day	Thursday	January 1, 2026
2	Martin Luther King Jr. Day	Monday	January 19, 2026
3	President's Day	Monday	February 16, 2026
4	Memorial Day	Monday	May 25, 2026
5	Independence Day	Friday	July 3, 2026

#	Holiday	Day of Week	Date
6	Labor Day	Monday	September 7, 2026
7	Columbus/Indigenous Day	Monday	October 12, 2026
8	Veteran’s Day	Wednesday	November 11, 2026
9	Thanksgiving Day	Thursday	November 26, 2026
10	Day after Thanksgiving	Friday	November 27, 2026
11	Christmas Eve	Thursday	December 24, 2026
12	Christmas Day	Friday	December 25, 2026

c) Holidays Falling on Weekends

When an Observed Holiday falls on a Saturday, it is observed on the preceding Friday. When the holiday falls on a Sunday, the following Monday is observed.

d) Holidays Falling on a Tuesday or Thursday

When a holiday (except Veterans’ Day) falls on a Thursday, Town Hall will not be open on the following Friday. When a holiday (except Veterans’ Day) falls on a Tuesday, Town Hall will not be open on the preceding Monday.

e) Holiday time is not counted as hours worked in the computation of overtime.

f) A non-exempt Police Officer or non-exempt Public Works employee who is required and pre-scheduled to work on an Observed Holiday will be paid at a rate of double their regular pay (Holiday Wage) for hours worked. The unused Holiday hours credited to the Holiday Bank can be used on another day with Supervisor approval, but cannot be “cashed out” like PTO for full-time employees. Holiday Wage hours may not exceed ten (10) hours per day

Section 5.03 (Sick) Leave

a) Colorado’s Healthy Families & Workplaces Act (HFWA) requires all employers to provide paid sick leave (PTO) to Colorado employees, accrued at one hour of paid sick leave for every 30 hours worked, up to a maximum of 48 hours.

- i. Temporary and seasonal employees shall receive one hour of paid sick leave for every 30 hours worked, up to a maximum of 48 hours per year. Unused accrued sick leave, up to 48 hours per year, may be rolled over into a later year, but employees may use only 48 hours in one year. Temporary and seasonal

employees will not be paid for unused accrued sick leave upon separation from their employment.

- ii. Temporary and seasonal employees may use sick leave for any of the reasons set forth in the HFWA.
- iii. All full and part-time employees shall be eligible for Paid Time Off (PTO) in lieu of sick leave as provided below.

Section 5.04 Paid Time Off (PTO)

a) Full-time and part-time employees will begin accruing PTO beginning the day of the first full pay period after the employee's date of hire. Employees are currently granted PTO after completing continuous service as described below:

i. Full-Time Accrual

Length of Service	Accrual Rate per pay period	PTO Days Granted Per Year
0-48 months	6.15 hours	20 days
49-108 months	7.69 hours	25 days
109-168 months	9.23 hours	30 days
169-228 months	10.77 hours	35 days
229-288 months	12.31 hours	40 days
289-348 months	13.85 hours	45 days
349-408 months	15.38 hours	50 days

ii. Part-time employees will accrue PTO at one-half the rate of a full-time employee. Part-time employees can roll over a maximum of 48 unused accrued PTO hours from year to year. Part-time employees will not be paid for unused accrued PTO upon separation of their employment.

- b) Employees may use PTO for any personal reason, including vacations, off-the-job injuries, medical appointments, personal business, childcare responsibilities, pregnancies, and family emergencies.
- c) Employees must be allowed to use PTO for HFWA-covered absences, including their own illness or medical care, a family member's illness or medical care, needs related to domestic abuse, sexual assault, or criminal harassment, certain closures or absences related to a public health or safety emergency, or to address matters related to the death or care needs of a family member, as provided in HFWA

For **planned** absences (such as vacations and routine appointments), employees are expected to request PTO, using the "Request for Leave" form, in advance so supervisors can manage scheduling and coverage. For **unplanned** absences (such as sudden illness or emergency), employees must notify their supervisor as soon as reasonably practicable.

- d) Each full-time employee is required to take a minimum of 5 days (40 hours) PTO per calendar year. The maximum accrual of PTO for any full-time employee is two hundred and forty (240) hours. At the end of December each year, all full-time employees who have accrued in excess of two hundred and forty (240) hours will have their accrued number of PTO hours reduced to two hundred and forty (240) hours.
- e) An employee taking unscheduled PTO for four (4) consecutive days or more may be required to submit a physician's certification of illness and/or certification of the employee's fitness to return to work. If an employee refuses to submit a physician's certification, the absence will be considered leave without pay and may be grounds for disciplinary actions, including termination.
- f) Upon separation of employment, full-time employees receive pay for earned, unused PTO not to exceed two hundred and forty (240) hours.
- g) Employees, at their own discretion, may donate any amount of unused PTO per calendar year to another employee after said employee has <16 hours of their own accrued PTO remaining, upon approval of the Town Manager.
- h) PTO Cash Outs
From July through the end of November, employees may request to cash out earned, unused PTO hours, provided they maintain a minimum bank of 40 hours. Employees may request more than one cash out per year; each request must be for >30 hours.

Section 5.05 Take Home Vehicle

- a) The Town Manager, in consultation with a Department Head, may authorize a take-home vehicle to be used by employees who have management or supervisory duties and those who are expected to respond to operational emergencies from the employee's residence and a work location, in addition to using them for business purposes during the normal workweek. Typically, these employees occupy positions where it is impractical to go to an alternative location to obtain a Town vehicle, particularly in the event of an emergency.
- b) Only Town employees are allowed to drive a Town-owned vehicle unless in the event of an emergency. Vehicle operators shall drive in a safe and courteous manner at all times and in compliance with all traffic laws. All vehicle operators shall have a valid driver's license; shall always utilize seat belts; shall not consume or be under the influence of alcoholic beverages or controlled substances; and shall refrain from smoking in the vehicle.
- c) Employees assigned a take-home vehicle are authorized to drive such vehicles to and from work. Such employees are prohibited from using these vehicles during non-work hours for personal use (e.g., weekends or holidays). The take-home vehicle may be used

to transport a family member for incidental stops (i.e., driving a child to school, or a companion to an after-hours, work-related function).

- d) In keeping with the “commuting benefit” under the Internal Revenue Service (IRS), the Town has identified a take-home vehicle as a non-cash fringe benefit of \$3.00 (round trip) per day for each day a take-home vehicle is used. This amount is calculated and based on federal tax regulations. As such, any employee with a take-home vehicle shall have this amount included as taxable income on employee wage and tax statements.

Section 6.01 Bereavement Leave

- a) Full and part-time employees are eligible for paid bereavement leave of up to five (5) work days per occurrence due to the death of an “immediate family member”. For purposes of this section, “immediate family member” means the employee’s spouse or domestic partner, parent or stepparents, grandparent, child or grandchild, sibling, and the corresponding in-law relationships.
- b) The Town Manager may approve up to one (1) day of paid bereavement leave for other close relatives or individuals with whom the employee has a close personal relationship.
- c) If additional time off is needed, the employee may request to use available PTO or unpaid leave. Additional leave, beyond the paid bereavement leave provided in this section, may be granted at the discretion of the Town Manager. Nothing in this section limits an employee’s right to use HFWA-eligible paid leave for bereavement-related reasons as allowed by law.

Section 6.02 Jury Duty

- a) The Town recognizes jury duty as a civic responsibility of everyone. When summoned for jury duty, an employee will be granted leave to perform their duty as a juror. If the employee is excused from jury duty during their regular work hours, they are expected to report to work promptly.
- b) Employees called for jury duty during working hours shall be granted leave with all benefits for which they are normally eligible. However, the Town reserves the right to petition the jury commissioner to exclude the employee from jury duty if, in the opinion of the Town, the absence of the employee would seriously interrupt the Town’s operations.
- c) Employees shall receive their regular pay based on the hours they are normally scheduled to work during the time of such service, provided the employee remits to the Town any jury duty fees received by the employee, excluding mileage and parking reimbursement. The employee shall retain jury duty fees earned during holidays or while on PTO leave.
- d) The required appearance in court arising out of or in the course of employment with the Town shall be considered time worked.
- e) Employees having subpoenaed court appearances not related to Town employment shall be required to take PTO or may be granted leave without pay.

Section 6.03 Medical Leave

- a) A medical leave of absence may be granted to full-time employees. This unpaid leave is for absences arising from illness, injury, or pregnancy.
- b) For a medical leave to be granted, the following conditions must be met:
 - i. The employee has ninety (90) days of employment with the Town.
 - ii. The HR Director is notified by the employee as soon as possible of the need for medical leave.
 - iii. The employee submits to their supervisor a written statement from the attending physician outlining the reason for leave and the estimated time needed. (The Town reserves the right to obtain a second doctor's opinion.)
 - iv. Approval is obtained from the HR Director prior to the leave.
 - v. All available PTO is used at the beginning of the leave of absence.
- c) If an employee needs to extend the leave beyond the approval duration, another medical provider's statement shall be required, indicating the new estimated length of leave.
- d) An employee ready to return to work from leave must present a doctor's statement indicating the ability to return to work.
- e) The Town may reinstate an employee ready to return from a medical leave of absence when, in the opinion of the Town, it is practical to do so. The Town does not guarantee the reinstatement of an employee in the former job. When the employee is available to return to work, the employee is free to apply for any vacancy available and may be considered along with other applicants.
- f) PTO will not accrue during medical leave of absence. Holidays, funeral pay, or the employer's jury duty pay will not be granted during the leave.
- g) Employees who fail to return to work at the expiration of their authorized leave will be deemed to have resigned. If the employee's failure to return is due to a disability under the Americans with Disabilities Act or other law, additional accommodations may be provided. Employees must supply sufficient information from their medical provider indicating that they have a covered disability and when they can return to work with or without reasonable accommodation. Accommodation must not cause undue hardship to the Town.
- h) Potential accommodation will be determined in an interactive process between the employee and the Town.

- i) Part-time employees are not eligible for medical leave except when provided as a reasonable accommodation due to a disability under the Americans with Disabilities Act, as noted above.

Section 6.04 Military Pay

- a) Employees granted a military leave of absence are reinstated and paid in accordance with the laws governing veterans' reemployment rights.

Section 6.05 FMLA Leave

- a) Although the Town is a covered employer under the federal Family and Medical Leave Act ("FMLA"), only eligible employees are entitled to take FMLA leave. Among the requirements for an employee to be considered an "eligible employee" under the FMLA is that he or she works at a location where the employer has at least 50 employees within 75 miles. The Town does not employ 50 employees; therefore, FMLA leave is not available to Town employees.

Section 6.06 FAMLI Leave

- a) The Town has voted to opt out of participating in the FAMLI state-run family leave program. However, all employees of the Town can participate in FAMLI on an individual basis. FAMLI provides partial income replacement for eligible employees who are temporarily unable to work due to their or a family member's qualifying medical or legal reason, specifically, for the care of a newborn, adopted child, or fostered child; to care for a family member with a serious health condition; for the employee's own serious health condition; for qualifying military exigency leave; or to address safety needs or the impact of domestic violence and/or sexual assault. Partially paid leave is available for up to 12 weeks in a benefit year or up to 16 weeks under certain circumstances related to pregnancy and childbirth. Employees should notify Human Resources at least 30 days prior to using any such FAMLI leave or as soon as practicable. Please see Human Resources to obtain additional copies of the required notices to employees of local government employers who have opted out of FAMLI that are distributed upon hiring.

Section 6.07 Discretionary Leave of Absence Without Pay

- a) The HR Director may authorize a discretionary leave of absence without pay for a period not to exceed thirty (30) days for an employee who has worked for the Town for at least twelve (12) months, which period need not be consecutive months of employment and has at least 1,250 hours of service for the Town during the twelve (12) month period immediately preceding the request for leave under the following circumstances:
 - i. For school training that is not Town-sponsored; or
 - ii. For any other specific purpose as authorized by the HR Director.

- b) Employees must first exhaust all earned, unused PTO prior to being granted discretionary leave of absence without pay.
- c) Discretionary leave of absence without pay shall not be granted for employees to go to other employment, except for extended active duty with the Armed Forces.
- d) Employees on a discretionary leave of absence without pay are not entitled to accrual of seniority or benefits. Prior to the start of the discretionary leave of absence without pay, the employee must meet with the HR Director to decide on payment of healthcare and any other insurance benefits. Employees will be held responsible for payment of their individual monthly insurance costs while on discretionary leave of absence without pay. Employees who begin or end their discretionary leave of absence without pay in the middle of the month shall pay a prorated share of their insurance costs for that month.

Section 6.08 Voting

- a) Voting is an important responsibility we all assume as citizens. We encourage employees to exercise their voting rights in all municipal, state, and federal elections.
- b) Under most circumstances, it is possible for employees to vote by mail or either before or after work. If it is necessary for employees to be absent in order to vote in any election, an employee may be granted up to two (2) hours paid leave for such purpose by making a written request to their supervisor no later than the day prior to Election Day. The supervisor may specify hours during which the employee may be absent, but the hours shall be at the beginning or end of the work shift if the employee so requests.

Section 6.09 Administrative Leave

- a) This policy applies to exempt employees.
- b) Exempt employees are expected to work the hours necessary to complete the duties of the job. Exempt employees are not eligible to receive overtime or compensatory time. The intended purpose of administrative leave is to provide relief for the extended hours required by the Town's exempt employees. Administrative leave shall be granted at the discretion of the HR Director to exempt employees other than the Town Manager, or at the discretion of the Town Board of Trustees with respect to the Town Manager.
- c) Administrative leave must be taken within 30 days of being granted or shall be forfeited. An employee may not elect to be paid for administrative leave in lieu of taking time off. Unused administrative leave shall not be compensated upon an employee's separation from the Town.

Section 6.10 Domestic Abuse Leave

- a) An employee who is the victim of domestic abuse, stalking, sexual assault, or any other crime involving domestic violence (herein “domestic abuse”) may request to take up to three (3) working days of unpaid leave in any twelve (12) month period in order to:
 - i. Seek medical care or mental health counseling for the employee, or the employee’s children, to address physical or psychological injuries resulting from the act of domestic abuse.
 - ii. Make the employees secure from the perpetrator of the act of domestic abuse, or to seek new housing to escape the perpetrator; or
 - iii. Seek legal assistance to address issues arising from the act of domestic abuse.
 - iv. Except in cases of imminent danger to the health or safety of the employee, an employee seeking leave pursuant to this section shall request advanced approval for such leave from the HR Director.
- b) Employees must first have exhausted all accrued PTO prior to being granted leave pursuant to this section.
- c) All information relating to an employee’s leave pursuant to this section shall be kept confidential.

Article VII Pay

Section 7.01 On Call Responsibility (Non-exempt)

The Town provides additional compensation to non-exempt employees to ensure experienced personnel are available to address significant issues in a timely manner after regular business hours. Employees are assigned cell phones for this purpose. Employees assigned responsibility must respond to calls within a reasonable timeframe designated by their supervisor. Safe, professional business practices are required of all employees assigned to on-call duty.

- a) A minimum of two (2) hours shall be calculated for any call out and as time worked and will count toward the employee's designated work week.
- b) Hours worked more than 40 hours are calculated at the Overtime Rate.
- c) A second or more callouts within the initial two (2) hours shall only count as one call.
- d) Non-exempt Police Department and non-exempt Public Works employees who are required to be on call, and required to carry a cellphone, will be compensated \$30 per day or \$210 per week, depending on the schedule set by their supervisor.

Section 7.02 Weekend Water Duty

Any non-exempt employee shall be allowed \$75 per day (Saturday and Sunday) pay for weekend water duty. This shall include the checking of the water plant as per CDPHE requirements and filling in the daily testing and reports required.

Section 7.03 Overtime

- a) From time to time, employees may be required to work overtime. In these instances, employees are given as much advance notice as practical.
- b) Nonexempt employees, other than sworn police officers, are paid at the rate of one and one-half times their regular hourly rate for hours worked in excess of forty (40) hours during the workweek. For the purpose of calculating overtime, the workweek begins at 12:00 a.m. midnight Sunday and ends at 11:59 p.m. Saturday. The 40-hour threshold is based on actual hours worked in the week. Therefore, sick time, PTO, holiday, or other paid or unpaid leave time is not included in calculating the 40-hour threshold.
- c) For each sworn police officer, the established workweek is a fourteen (14) consecutive-day work period in accordance with 29 U.S.C. § 207(k) of the Fair Labor Standards Act. The beginning and ending of such work period shall be established in writing by the Chief of Police for each police officer. Pursuant to 29 U.S.C. § 207(k) and 29 C.F.R. § 553.230, no overtime compensation shall be due a police officer unless the hours worked by the officer exceed ninety-six (96) hours in any work period established for the officer.

Sick time, PTO holiday, or other paid or unpaid leave time is not included in calculating the 96-hour threshold.

- d) All overtime must be approved in advance by the Town Manager or the Town Manager's designee.

Section 7.04 Paydays

Employees are currently paid bi-weekly on the Thursday following the last pay period. On each payday, employees receive a statement showing gross pay, deductions, and net pay. Automatic deductions such as additional tax withholding, contributions to voluntary benefit plans, and individual savings plans may be arranged through the Treasurer's Office.

Section 7.05 Pay for Exempt Employees

- a) Exempt employees must be paid on a salary basis. This means exempt employees will regularly receive a predetermined amount of compensation each pay period. The Town is committed to complying with the basic salary requirements, which allow properly authorized deductions.
- b) If you believe an improper deduction has been made from your salary, you should immediately report this information to the Town Manager or HR Director. Reports of improper deductions will be promptly investigated.

Section 7.06 Time Reporting

- a) All employees must record time worked on a daily basis. Time sheets are used for calculating the employee's pay. Employees are responsible for submitting their timesheets for approval to their supervisor. Supervisors need to review and submit timesheets for Town Manager approval by noon on the Monday before the payday. If the Town Manager is unavailable to approve timesheets, Supervisors must secure a signature from another department head. For exempt employees who have not worked eighty (80) hours in their two (2) weeks' pay period, a PTO leave slip must be filled out to account for a total of eighty (80) hours in that pay period.

Section 7.07 2026 Payroll Calendar

Town of Kremmling Employee Payroll and Holiday Calendar

Jan 2026 - Dec 2026

Jan 2026						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
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25	26	27	28	29	30	31

Feb 2026						
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Mar 2026						
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29	30	31				

Apr 2026						
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May 2026						
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31						

Jun 2026						
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Jul 2026						
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Aug 2026						
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Sep 2026						
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Oct 2026						
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Nov 2026						
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Dec 2026						
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Key

Pay Period Start Date
Pay Period End Date
Pay Date
Holiday/Observed Holiday

Article VIII. Drug and Alcohol Policy

Section 8.01

The Town is a drug-free workplace as required by the Drug-Free Workplace Act, and is committed to a safe, healthy, and productive work environment for all employees free from the effects of illegal or non-prescribed drugs and alcoholic beverages. Use of drugs and alcohol alters employee judgment, resulting in increased safety risks, employee injuries, and faulty decision-making. Therefore, the possession, use, or sale of controlled substances or alcohol on Town premises or during Town working hours is strictly prohibited and may result in discipline, including termination. Furthermore, working after the use of alcohol, a controlled substance, or abuse of any other substance is strictly prohibited and may result in discipline to and including termination. For purposes of this policy, marijuana is considered an illegal drug and a controlled substance because, notwithstanding any state law to the contrary, it is a controlled substance under the federal Controlled Substances Act, and it is a violation of federal law for any person to knowingly or intentionally possess a controlled substance.

Section 8.02

Some provisions of this policy apply only to Town employees whose job descriptions require a commercial driver's license; the term "CDL employee" refers to these employees. Except where a provision is limited in its application to CDL employees, this policy applies to all Town employees.

Section 8.03

Any employee who is tested as having 0.04 or more grams of alcohol per 100 milliliters of urine, per 100 milliliters of blood, or per 210 liters of breath will be deemed impaired by alcohol. Any employee testing positive for an illegal drug will be deemed to have used illegal drugs. An employee may enter into a drug or alcohol rehabilitation agreement with the Town if, prior to referral for a drug or alcohol test under any of the circumstances outlined in this policy, the employee advises their supervisor that they have a drug or alcohol problem and request a rehabilitation agreement.

Section 8.04

Testing is an important element in the Town's efforts to ensure a safe and productive work environment.

Section 8.05 Drug and Alcohol Testing

- a) The Town may conduct tests of breath or urine to determine the presence of drugs or alcohol under the following circumstances:

- i. When reasonable suspicion exists to believe that an employee is impaired by alcohol or drugs while on the job or is using illegal drugs.
 - ii. After certain motor vehicle accidents.
 - iii. For CDL and safety-sensitive employees, under a program of random testing; and
 - iv. For all new hires, a CDL is required.
- b) To determine whether an employee has violated this policy, the Town may also use the results of breath, blood, or urine drug or alcohol tests conducted by federal, state, or local officials having independent authority to test.

Section 8.06 Reasonable Suspicion Testing

- a) If reasonable suspicion exists to believe that an employee, while on the job, is impaired by alcohol or drugs or is using illegal drugs, a supervisor in the employee's chain of command, with the prior consent of the HR Director, may require that the employee immediately submit to testing.
- b) Although reasonable suspicion may be based on other facts and circumstances, reasonable suspicion may be based on the following:
- i. Witnessed by at least one supervisor (two supervisors, if feasible) of an employee's unusual demeanor, appearance, or conduct or irrational behavior (e.g., slurred speech, docility, or drowsiness); difficulty in performing or inability to perform normal job functions; smell of alcohol or illegal drugs; OR
 - ii. Suspected possession of or use of alcohol or illegal drugs on the job; OR
 - iii. A determination by a supervisor in the employee's chain of command, based on a review of surrounding facts and circumstances, that an employee might be at fault in an on-the-job accident or injury or an operating accident involving Town equipment, property, or personnel. In making such a determination, the supervisor should consider such factors as recommendations from the employee's immediate supervisor; injury to the employee or others; damage to property; concern for the safety of the employee or others; and pertinent behavioral factors.
- c) Alcohol tests should be performed as soon as possible after the determination of reasonable suspicion. If an alcohol test is not performed within two (2) hours of the determination of reasonable suspicion, the person who made the determination must document the reasons for the failure, to be filed with the employee's medical record. If an alcohol test is not performed within eight (8) hours of a determination of reasonable suspicion:

- d) No further efforts to test will be made, and the person who made the reasonable suspicion determination must document the reasons for the failure, to be filed with the employee's driver file and medical record; and
- e) If a CDL employee is involved, the employee may not drive a commercial vehicle until he or she has been off work for twenty-four (24) hours or has undergone an alcohol test with a test result below a concentration level of .02 grams of alcohol per 210 liters of breath.

Section 8.07 Testing After a Motor Vehicle Accident

- a) For purposes of this section, "motor vehicle accident" shall include an occurrence during the course of performing the Town's job duties which involves a Town motor vehicle or the employee's personal vehicle and results in:
 - i. a fatality or bodily injury to anyone;
 - ii. damage to a vehicle or any other property; or
 - iii. a citation for a moving traffic violation arising from the accident.
- b) If an employee's actions either contributed to a motor vehicle accident or cannot be discounted as a contributing factor to a motor vehicle accident, as determined by a supervisor in the employee's chain of command, the Town Manager or designated safety representative, the employee shall provide, as soon as possible after the motor vehicle accident, breath and urine samples to be tested for drugs and alcohol.
- c) Unless unable to do so because of a serious injury, such employee shall immediately report the motor vehicle accident to the supervisor in the employee's chain of command and the Town Manager, or the designated safety representative. If either the supervisor, Town Manager, or the designated safety representative determines that the employee should be tested, then the Town Manager or the designated safety representative will arrange for transportation of the employee to an acceptable drug and alcohol testing facility for immediate drug and alcohol testing. If such an employee is seriously injured and cannot provide a sufficient breath or urine sample, the employee shall provide the necessary authorization for obtaining hospital records and other documents that would indicate concentrations, if any, of alcohol or drugs in the employee's system.
- d) Alcohol tests should be performed as soon as possible after a motor vehicle accident. If an alcohol test is not performed within two (2) hours of a motor vehicle accident, the person who made the determination to test must document the reasons for the failure, to be filed with the employee's medical record.

- e) If an alcohol test is not performed within eight (8) hours after a motor vehicle accident, no further efforts to test are required, and the reasons for the failure must be documented and filed with the employee's medical record.
- f) Any employee subject to testing shall not use alcohol for either eight (8) hours following the motor vehicle accident or until the employee undergoes a post-accident alcohol test, whichever comes first.

Section 8.08 Other Testing Circumstances

- a) Pre-Employment Testing. Candidates for employment with the Town who require a Commercial Driver's License (CDL).
- b) Random Testing. CDL and safety-sensitive employees are subject to random testing. Random drug testing will be performed according to the following procedures:
 - i. The method of selection will be scientific. Each CDL employee will be included in a pool of CDL employees selected by the Town. Each CDL employee will have an equal chance of being selected and will continue in the random pool after selection.
 - ii. An employee will be removed from duty and tested as soon as possible upon notification.
 - iii. A random drug test may be performed anytime the employee is on duty.
 - iv. Random drug tests will be done at the applicable required rate of the number of participants in the testing pool per year.
- c) Definition of Policy Violations
 - i. Impairment: A CDL employee shall be deemed impaired by alcohol if the CDL employee has 0.04 or more grams of alcohol per one hundred (100) milliliters of urine, per one hundred (100) milliliters of blood, or per two hundred ten (210) liters of breath. Any employee who is not a CDL employee shall be deemed impaired by alcohol if the employee has an excess of 0.04 grams of alcohol per one hundred (100) milliliters of urine, per one hundred (100) milliliters of blood, or per two hundred ten (210) liters of breath.
 - ii. Illegal Use of Drugs: Any employee testing positive for an illegal drug shall be deemed to have illegally used drugs.

Section 8.09 Result of Drug Use

- a) Any employee found to be impaired by alcohol on the job, using drugs, or testing positive for illegal drugs is in violation of this policy and may be subject to discipline, up to and including termination.
- b) A CDL employee having a breath alcohol test which shows an alcohol concentration of .02 - .039 grams per 210 liters of breath must take available sick leave, PTO leave, or leave without pay (if sick leave or PTO leave are exhausted) for one working day after taking the breath alcohol test. The CDL employee may return to work after being off the job for one working day, but must first take a breath alcohol test that shows a concentration of less than .02 grams per 210 liters of breath.
- c) A CDL employee may not work within four (4) hours of consuming alcohol obtained from any source. If a CDL employee has consumed alcohol within four (4) hours of reporting to work, the employee must take sick leave, if available, or leave without pay until no alcohol has been used within four (4) hours of the beginning of the employee's next work shift.

Section 8.10 Consent to Testing

- a) By accepting or continuing employment with the Town, every employee shall be deemed to have expressed consent to submit immediately to tests of the employee's breath or urine, under the circumstances described above, for the purposes of determining drug or alcohol content.

Section 8.11 Refusal to Submit to Testing

An employee who refuses to submit to drug and alcohol testing shall be deemed to have tested positive for illegal drugs or to be impaired by alcohol on the job. Refusal to submit to testing includes refusal to take the test, inability to provide within four (4) hours sufficient breath or urine to be tested without a valid medical explanation, tampering with or attempting to adulterate the specimen or collection procedure, not reporting to the collection site at the scheduled time, or refusal to provide the necessary authorization for obtaining hospital reports and other documents required.

Section 8.12 Testing Procedures

The appropriate person, as defined herein, shall prepare a testing referral from, setting forth the basis for a finding of reasonable suspicion, or for post-accident testing, including names of witnesses to the facts, circumstances, or employee behavior that led to such referral, and shall arrange to have the employee tested immediately. A drug and alcohol test should be performed as soon as possible. Employees drug and alcohol test results shall be held in confidence by the laboratories with which the Town contracted and shall only be disclosed to the employee tested, HR Director, medical doctor, personnel involved in supervisory or corrective action capacities

with regard to the employee, or personnel participating in the administrative or other legal proceedings having anything whatsoever to do with such employee's drug or alcohol test results. The HR Director, testing entity, or doctor shall be the custodian of the test results.

Article IX. Workplace Environment

Section 9.01 Safety

- a) The Town is committed to a safe work environment for employees. Employees are responsible for performing all tasks in a safe and efficient manner in compliance with federal, state, and local laws and regulations. Employees should report all unsafe practices or conditions to their supervisor immediately.

Section 9.02 Injury Reporting

- a) If employees are injured on the job, no matter how minor, they must notify their immediate Supervisor, who then shall notify the HR Director as soon as they are able and report in writing within 10 days after the injury. We want to provide you with prompt medical treatment from one of our designated medical providers. Treatment for on-the-job injuries must be obtained from one of these medical providers, or you may be responsible for the cost of medical treatment. Prompt reporting of the accident will help us to take steps to reduce the possibility of future accidents.

Section 9.03 Workplace Violence

- a) The Town has a zero-tolerance policy with regard to workplace violence. Employees are entitled to a work environment free of harassment, intimidation, stalking, threats of violence, and violence.
- b) Employees must not engage in intimidation, threats, or hostile behaviors, physical abuse, vandalism, arson, sabotage, use of weapons, or any other act that, in management's opinion, is inappropriate to the workplace. In addition, employees must refrain from making bizarre or offensive comments regarding violent events and/or behavior. Employees are expected to report any prohibited conduct to management. Employees should directly contact the proper law enforcement authorities if they believe there is a serious threat to the safety and health of themselves or others.
- c) Any employee who witnesses, or considers themselves a victim of, workplace violence, whether from a member of the public, a co-worker, a supervisor, or other person, should promptly report the incident or concern to the HR Director or their supervisor, as the employee chooses. The notification may be in the form chosen by the employee; the employee is urged to put the notification in writing. Such complaints shall be investigated according to the procedure used for harassment complaints.

Section 9.04 Attendance and Punctuality

- a) All employees are expected to be on time and punctual at work. In addition, regular attendance is considered an essential function of every position and is necessary for the efficient operation of the business of the Town.
- b) Employees who are going to be absent or late must contact their supervisor as soon as possible prior to the start of their shift. Leaving messages with other employees or on voicemail is not acceptable.
- c) Failure to call in when absent may result in discipline, up to and including termination.

Section 9.05 General Rules of Conduct

- a) The Town expects all employees to act in the best interests of the Town and the members of the public served by the Town. It is the responsibility of all employees to observe all the rules, policies, operating procedures, and directives of the Town.
- b) The Town further expects that each of its employees will behave with courtesy and respect toward other employees and members of the public. Specific rules of conduct adopted by the Town or described in the Handbook are not meant to be all-inclusive. In addition to any other conduct described in this Handbook, the following conduct will not be tolerated:
 - i. Inadequate job performance, incompetence, or inefficiency.
 - ii. Insubordination.
 - iii. Violation of any lawful rule, regulation, policy, or order, or failure to obey any proper directive made and given by an employee's supervisor.
 - iv. Taking a fee, gift, or other valuable thing in the course of or in connection with work for personal use from any person, when such gift or other valuable thing is given in the hope or expectation of receiving a favor or better treatment than that accorded other persons.
 - v. Conviction of, a plea of guilty to, or failure to contest a crime that involves moral turpitude or that affects the employee's ability to perform a job function.
 - vi. Falsification of or material omission from an employment application, payroll records, time reports, or other Town documents.
 - vii. Negligent or willful damage, destruction, waste, or carelessness, negligence, or misuse of Town or public property.
 - viii. Theft of Town property.

- ix. Use of or attempting to use political influence in securing promotion, leave of absence, transfer, change of grade, pay, or character of work.
- x. Improper use of Town vehicles or equipment, including communications equipment.
- xi. Violation of safety rules or practices.
- xii. Unauthorized absence or unauthorized failure to report for work.
- xiii. Frequent or habitual tardiness.
- xiv. Leaving the assigned work area without prior authorization.
- xv. Possession of firearms or dangerous weapons on Town property, other than as required or permitted in the performance of official duties.
- xvi. Abuse of leave.
- xvii. Abuse of break periods.
- xviii. Release of confidential information of the Town except as required or authorized by law.
- xix. Violation of the Town's harassment policy.
- xx. Violation of the Town's drug and alcohol policy.
- xxi. Violation of the Town's workplace violence policy.
- xxii. Inducing or encouraging any employee of the Town to violate any Town ordinance, rule, regulation, policy, or directive.
- xxiii. Engaging in any unauthorized interruption of work.
- xxiv. Failure of a nonexempt employee to obtain advanced authorization for overtime work.
- xxv. Loss of any license, certificate, or other credential required for the performance of a job responsibility.
- xxvi. Violation of any other applicable Town policy concerning employee conduct.
- xxvii. Conduct unbecoming of the Town.
- xxviii. Any other activity that is not compatible with good public service.

Section 9.06 Communication Systems

- a) The communication systems are the property of the Town and intended for business use. Therefore, the Town maintains the ability to access any computer files, use software, use the internet, use e-mail, and use voicemail. Although employees may select individual passwords, such files are not private, and employees should not assume that such files are confidential. However, other than management employees acting on behalf of the Town, employees should not attempt to gain access to another employee's computer, internet files, email, or voicemail without the latter's permission.
- b) All information regarding access to the Town's computer resources, such as user identities, modem phone numbers, access codes, and passwords, is confidential information and may not be disclosed to non-Town personnel.

Section 9.07 Personal Use of the Internet

- a) Use of the internet must not disrupt the operation of the Town network or the networks of other users. It must not interfere with employees' productivity.

Section 9.08 Software and Copyright

- a) The Town licenses, and does not own, the software it utilizes. Therefore, use of the software must be in accordance with the applicable Software Agreements.

Section 9.09 Unauthorized Use

- a) Employees are not permitted to visit websites or send electronic mail that is deemed by management as inappropriate or in violation of other Town guidelines. The Town reserves the right to determine when an employee is using the Town communication systems inappropriately.

Section 9.10 Email

- a) Because the Town provides an email system to employees to help them with the performance of their job, it should be used for official Town business. Incidental and occasional personal use of email is permitted. However, employees should be aware that these messages will be treated the same as business messages and subject to review at any time without notice. Also, employees cannot control where their messages will ultimately end up. For example, a message meant for one person can be mistakenly sent to the wrong individual(s), or the message can be forwarded to unintended recipients. In addition, emails that were deleted are stored elsewhere in the system.
 - i. Employees should use discretion when sending emails. Do not write anything in an email message that is inappropriate to say to others face-to-face.

- ii. Emails about Town business are public records subject to public inspection and copying pursuant to the Colorado Open Records Act.

Section 9.11 Voicemail

- a) Employees are responsible for making certain their voicemail messages are reviewed in a timely fashion.

Section 9.12 Telephone/Cell Phones

- a) In the interest of good business practice, personal telephone calls, including those made with cell phones, must not interfere with an employee's performance of their job.
- b) Personal use of the Town telephones for long-distance calls that will result in additional charges to the Town is not permitted.
- c) The Town provides cell phones to those employees who need them to perform their jobs. Such phones are intended for business use. Therefore, personal calls should be limited to those absolutely necessary and should be brief.
- d) For safety reasons, employees should avoid the use of cell phones while driving.

Section 9.13 Conflict of Interest

- a) Town employees shall not place their personal or business interests above the best interests of the Town and its constituents. Accordingly, in addition to any other prohibitions established by statute, ordinance or other applicable law, employees of the Town shall not:
 - i. Engage in a substantial financial transaction for private business purposes with another employee whom they supervise.
 - ii. Take any official action directly and substantially affecting their economic benefit, a business or other undertaking in which there is a substantial financial interest, or a business arrangement.
 - iii. Disclose or use confidential information acquired in the course of their official duties to further personal financial interests; or
 - iv. Accept a gift of substantial value or a substantial economic benefit which might tend improperly to influence an employee in the discharge of their responsibilities, or which could be construed as a reward for action taken in the course of official duties.

Section 9.14 Dress Code

- a) Personal appearance, hygiene, and attire are very important. A professional image must be maintained to instill confidence in the minds of our residents. This helps ensure the Town's success. An employee's appearance should be consistent with good hygiene, safety, and what your supervisor considers appropriate attire.

Section 9.15 Inspections

- a) To ensure the safety and protection of our employees and citizens, as well as protect the interests of our Town and its representatives, the Town may conduct searches after notice is given and with the employee's consent of employees' personal effects. This may include, but is not limited to, lunch bags, boxes, purses, personal computers, packages, or vehicles.
- b) The Town may conduct searches of the above items without employee consent if we have a reasonable suspicion to believe that illegal activity is taking place, and after obtaining a warrant to do so. Any illegal and unauthorized articles discovered may be taken into custody and will be turned over to law enforcement representatives.
- c) Employees do not have a reasonable expectation of privacy in lockers, desks, cabinets, or file drawers, all of which are keyed by the Town. Copies of those keys are kept by the Town.

Section 9.16 Smoking Banned

- a) It is the Town's objective to provide a smoke-free environment within our Town buildings and vehicles. Smoking is prohibited within any Town-owned vehicle and all areas of Town buildings and within fifteen (15) feet of the main entrance into the building.
- b) Employees may smoke in designated outdoor areas.
- c) This restriction applies to all employees and visitors, at all times, including non-business hours.
- d) This policy covers the smoking of any tobacco product, including smokeless tobacco products, and electronic cigarettes.

Section 9.17 Personal Use of Social Media Guidelines

- a) While every individual has a right to speak out on the issues facing the community, state, and nation, employees must take great care to make it clear that their personal opinions are their own and do not represent the official policy position of the Town. Public employees should be aware that speech made pursuant to their official duties is not protected by the First Amendment.

- b) Employees shall not post information, images, or use Town logos or icons obtained in their official capacity with the Town on their personal social media pages and/or accounts without prior approval from the appropriate department head and Town Manager.
- c) If employees are posting on personal social media sites about Town business, they should exercise discretion and make it clear that they are speaking for themselves only and not on behalf of the Town of Kremmling. If employees publish content on any website outside of the Town and it has something to do with Town employment or subjects associated with the Town, employees are advised to utilize a disclaimer such as, “The postings on this site are my own and do not necessarily represent the positions, strategies, or opinions of the Town of Kremmling.”
- d) As a public employee, certain types of oral, written, and electronic speech related to job duties or employment with the Town are subject to restriction, including:
 - i. Sensitive, confidential, or non-public Town information of any kind, including items involved, or could be involved, in litigation.
 - ii. Combative exchanges, name-calling, personal attacks, or disparaging comments.
 - iii. Content that promotes, fosters, or perpetuates discrimination on the basis of race, creed, color, age, religion, gender, marital status, status with regard to public assistance, national origin, physical or mental disability, sexual orientation, gender identity and expression, or any other legally protected group status.
 - iv. Other items in conflict with existing policies.
- e) Personal use of social media is never permitted during working time by means of the Town’s computers, Town-issued mobile devices, networks, and other IT resources and communications systems. Use of personal mobile devices during work time should be kept to a minimum.
- f) Employees found to violate this policy may be subject to disciplinary action, up to and including dismissal.

Section 9.18 Remote Work

- a) Employees who would like the Town to consider the option of remote work should contact HR. Employees who are permitted to work remotely must sign a written agreement that specifies the effective date of the arrangement, the employee’s telecommute schedule, and the terms and conditions of the arrangement. This policy and any associated written agreement do not alter the employment-at-will relationship, and either the company or the employee can terminate the employment relationship at any time with or without cause or notice.

- b) Remote work is a work arrangement by which an employee performs job duties from an alternative location other than at the office on an ad hoc or regularly scheduled basis.
- c) Not every position is appropriate for this type of arrangement. Requests will be considered on a case-by-case basis, and the Town will consider such factors as.
 - i. The nature of the job or project requirements.
 - ii. Whether the nature of the work lends itself to remote work.
 - iii. The amount of time to be spent working remotely.
 - iv. Employee work performance.
 - v. The ability for the employee to work independently; and
 - vi. The impact the arrangements may have on collaboration and co-workers.
- d) The Town may refuse an employee’s request for remote work and can terminate a remote work arrangement at any time.

Section 9.19 Content Generative Artificial Intelligence (AI) Use Policy

Content-generating artificial intelligence (CGAI) is rapidly expanding and easy to access, both at home and at work, but there are risks. To ensure the protection of confidential information and the integrity of our operations, all employees who wish to use CGAI tools must receive management approval and, if granted, comply with the following best practices.

- a) Currently, CGIA includes tools such as ChatGPT, Google Bard, Canva, Midjourney, and other tools that mimic human intelligence to generate answers, work product, or perform certain tasks. Unacceptable Uses:
 - i. Do not use CGAI tools to make or help you make employment decisions about applicants or employees, including recruitment, hiring, retention, promotions, transfers, performance monitoring, discipline, demotion, or terminations.
 - ii. Do not upload or input any confidential, proprietary, or sensitive Town information into any CGAI tool. Examples include passwords and other credentials, protected health information, personnel material, information from documents marked confidential, sensitive, or proprietary, or any other non-public Town information that might be of use to competitors or harmful to the Town if disclosed. If you are unsure whether the information poses the risks described, ask your supervisor.
 - iii. Do not upload or input any personal information (names, addresses, likenesses, etc.) about any person into any CGAI tool.

- iv. Do not represent work generated by a CGAI tool as being your own original work. If you are unsure of how to disclose the use of CGAI, ask your supervisor.
 - v. Do not integrate any CGAI tool with internal Town software without first receiving specific written permission from your supervisor and the IT Department.
- b) Cautions and Procedures:
- i. CGAI may assist with work output, but the use of CGAI is not a substitute for your judgment and creativity.
 - ii. CGAI software is only as good as the information it contains, and the information can be stale. ChatGPT is currently using information from 2021, for example. When there is no information available in its store of data, CGAI has been known to create false answers to satisfy the request. To avoid false information or information that is stale, carefully verify all information, and if you do not know how to verify the information, ask your supervisor.
 - iii. Treat every bit of information you provide to a CGAI tool as if it will go viral on the Internet, attributed to you or the Town, regardless of the settings you have selected within the tool or the assurances made by the software.
 - iv. Verify any and all responses from the CGAI software you use. The information must be accurate.
 - v. The output must be appropriate based on the standards you apply when performing tasks for the Town. It cannot be biased, and it cannot be a violation of any other individual or entity's intellectual property, nor can it violate any individual's privacy unlawfully.
 - vi. Any output must be consistent with Town policies and applicable laws. If you are not sure, ask your supervisor for help.

Article X. Acknowledgement

I have received a copy of the Employee Handbook Version approved by the Board of Trustees on December 17, 2025, via Resolution 2025-12-04 that goes into effect January 1, 2026.

I understand that I am to become familiar with its contents. Further, I understand:

Employment with the Town of Kremmling is at will. I have the right to end my work relationship with the Town of Kremmling, with or without advance notice for any reason. The Town of Kremmling has the same right.

The language used in this handbook and any verbal statements of management are not intended to constitute a contract of employment, either express or implied, nor are they a guarantee of employment for a specific duration.

The handbook is not all inclusive, but it is intended to provide me with a summary of some of the Town of Kremmling's guidelines.

I understand I have no expectation of privacy in any document or file stored or kept on any Town equipment that has been issued to or is used by me, including but not limited to, computer files, emails, internet browsing history, and voicemail messages.

This edition replaces all previously issued handbooks. The need may arise to change the guidelines described in the handbook, except for the at-will nature of employment. The Town of Kremmling therefore reserves the right to interpret them or change them without prior notice.

No representative of the Town of Kremmling, other than the Board of Trustees has the authority to enter into an agreement of employment for any specified period and such agreement must be in writing, signed by the Mayor or a designee and myself. We have not entered into such an agreement.

I understand that this handbook in no way modifies my status as an at-will employee and in no way implies, infers, or guarantees my continued employment for any definite term.

I understand this page must sign and returned this original page as acknowledgment of receipt on or before January 31 each year, or at the time of hire, to the HR Director.

Employee Printed Name

Employee Signature

Supervisor Signature

Employee Acknowledgement Copy

I have received a copy of the Employee Handbook Version approved by the Board of Trustees on December 17, 2025, via Resolution 2025-12-04 that goes into effect January 1, 2026.

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December 2025 - Public Works Staff Report

Parks & Recreation

- The team is finalizing updates to the Parks Master Plan based on feedback from the Planning and Zoning Commission.
- Staff is also working on the budget narrative for the GOCO grant.
- Preparation for the upcoming basketball season is underway, and registration has been opened.
- New gutters were installed at the Town Square Pavillion to help prolong the external condition of the stained wood.
- Mountain Parks Electric assisted with hanging up banners and Christmas lights on our power poles down mainstreet.

Streets and Roads

- After our last major snowstorm, the skid-steer plow required several repairs. Two wear bolts had broken and needed welding and replacement. Staff also completed some preventative maintenance by replacing the seals in the plow's actuator arms.
- Xcel Energy notified the Town of three Level 2 leaks that required immediate attention. This leak was not a threat to the community but was quickly getting worse. Xcel was granted special permission to complete these repairs after our excavation moratorium had been enacted, and was completed with no problems.

Water

- Water production for November was 8.4 MGD.
- Staff has been working on completing our annual backflow test program. Currently there is a 80% completion rate. Letters will be sent out to the remaining properties as a reminder, if no action is taken we will follow up with enforcement letters.
- Following this staff report is the attached monthly update for the Water Treatment Plant construction.



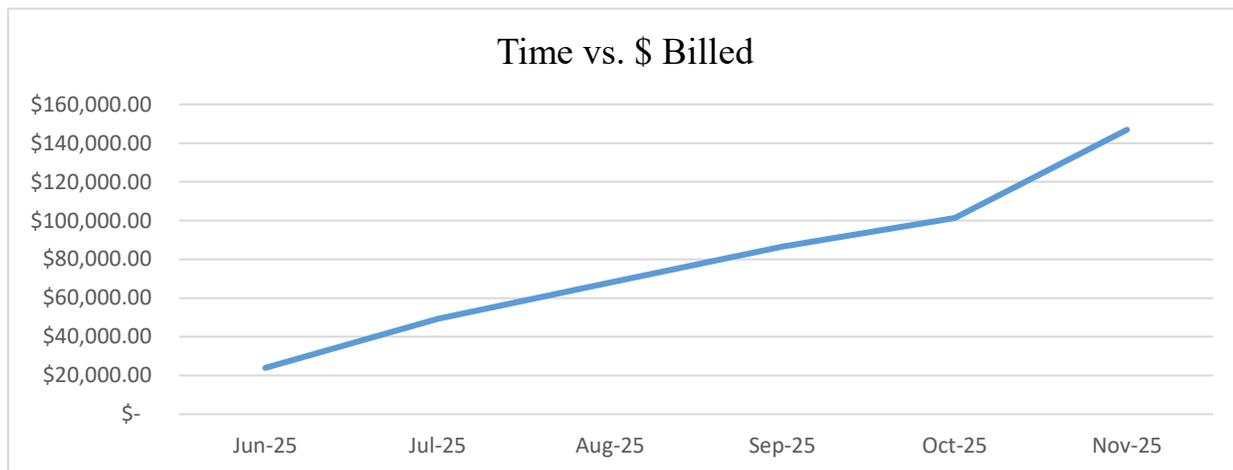
Monthly Board Report - Element Engineering

Client:	<u>Town of Kremmling</u>	Date:	<u>12/11/2025</u>
Project Name:	<u>Water Treatment Improvements</u>	Monthly Report:	<u>November of 2025</u>
Project Number:	<u>0069.0003</u>	Notice of Award:	<u>6/1/2023</u>
Original Contract \$:	<u>\$317,960.00</u>	Notice to Proceed:	<u>5/14/2025</u>

Last Month	
SC Date:	<u>8/28/2026</u>
FC Date:	<u>10/2/2026</u>
Days Remaining to SC:	<u>304</u>
Days Remaining to FC:	<u>295</u>
\$ Billed Last Month:	<u>\$ 14,710.00</u>
% Billed Last Month:	<u>5%</u>
Total \$ Billed:	<u>\$ 101,290.00</u>
Total % Billed:	<u>32%</u>

This Month	
SC Date:	<u>8/28/2026</u>
FC Date:	<u>10/2/2026</u>
Days Remaining to SC:	<u>274</u>
Days Remaining to FC:	<u>304</u>
\$ Billed This Month:	<u>\$ 45,610.70</u>
% Billed This Month:	<u>14%</u>
Total \$ Billed:	<u>\$ 146,900.70</u>
Total % Billed:	<u>46%</u>

Note: Monthly total had a significant increase due to sub consultant billings.



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

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

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

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

Month	Billed this mon	Running Total
Jun-25	\$ 23,915.00	\$ 23,915.00
Jul-25	\$ 25,315.00	\$ 49,230.00
Aug-25	\$ 18,760.00	\$ 67,990.00
Sep-25	\$ 18,590.00	\$ 86,580.00
Oct-25	\$ 14,710.00	\$ 101,290.00
Nov-25	\$ 45,610.70	\$ 146,900.70

Owner Contingency (Current)	\$	182,134.00	\$	58,728.00
Contractors Contingency	\$	554,497.00	\$	569,168.31

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

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

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

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

Month	Billed this month	Running Total
May-25	\$ 314,749.64	\$ 314,749.64
Jun-25	\$ 426,367.93	\$ 741,117.57
Jul-25	\$ 753,310.63	\$ 1,494,428.20
Aug-25	\$ 759,317.18	\$ 2,253,745.38
Sep-25	\$ 583,896.81	\$ 2,837,642.19
Sept-25®	\$ (4,827.00)	\$ 2,832,815.19
Oct-25	\$ 1,111,525.15	\$ 3,944,340.34
Nov-25	\$ 1,647,504.73	\$ 5,591,845.07

Job Number 3523036

Project: Kremmling
WTP

			Dec																																								
			MON	TUE	WED	THU	FRI	SAT	SUN	MON	TUE	WED	THU	FRI	SAT	SUN	MON	TUE	WED	THU	FRI	SAT	SUN	MON	TUE	WED	THU	FRI	SAT	SUN	MON	TUE	WED	THU	FRI	SAT	SUN						
CONTR	COMMENTS		24	25	26	27	28	29	30	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31			
Construction																																											
Treatment Building																																											
Earthwork/Under Slab Utilities																																											
	Backfill For SOG Phase 1	HP Civil B															4	4	4	4	4			4	4																		
	Install Conduits Phase 1	Triangle															2	2	2	2	2																						
	Backfill For SOG Phase 2	HP Civil B																						4	4	4					4	4	4					4	4	4			
	Trench In Sanitary Line	Strait																																									
	Install Conduits Phase 2	Triangle																																									
	Thickened Edge & Gruanular Layer	HP Civil B																																									
Concrete																																											
	Form Interior Walls/Pilasters 02,04,06,08 And T.Wall 02	HP Concrete	3	3	3					3	3																																
	Strip Walls And Pilaster Formwork 01,03,05,07 And T.Wall 01	HP Concrete	2	2	2																																						
	Close up Walls and Pilasters 02,04,06,08 And T.Wall 02	HP Concrete	2	2	2					2	2	2																															
	Install Anchor Bolts At Pilasters	HP Concrete								2	2																																
	Place Concrete Walls 02,04,06,08 And T.Wall 02	HP Concrete												3																													
	Strip Walls And Pilaster Formwork	HP Concrete												5	5																												
PEMB																																											
	Install Metal Colums	Heath Steel																																					4	4	4		
	Install Metal Beams	Heath Steel																																					4	4			
	Install Wall Panels	Heath Steel																																									
	Install Roof	Heath Steel																																									
Personnel																																											
	Total		7	7	7					4	4	4	4	5	5		6	6	6	6	6	6		4	4	4	4	4	4		4	4	4										
	Actual																																										

Job Number 3523036

Project: Kremmling
WTP

			Dec																																																							
			MON	TUE	WED	THU	FRI	SAT	SUN	MON	TUE	WED	THU	FRI	SAT	SUN	MON	TUE	WED	THU	FRI	SAT	SUN	MON	TUE	WED	THU	FRI	SAT	SUN	MON	TUE	WED	THU	FRI	SAT	SUN																					
CONTR	COMMENTS		24	25	26	27	28	29	30	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	1	2	3	4	5	6	7	8	9	10	11							
Water Storage Tank																																																										
<i>Deep Underground</i>																																																										
Install Perimeter Drain	HP Civil A	Will Start When Backfilling Walls																																																								
<i>Concrete</i>																																																										
Place Mud Mat	HP Concrete																																																									
Form Inside Ring Wall	HP Concrete																	4	4	4	4	4	4																																			
Install Rebar For Ring Wall	Dalco																		4	4	4				4	4																																
Inspect Reinforcing	County/Element																																																									
Close up Ring Wall	HP Concrete																																																									
Place Concrete	HP Concrete																																																									
Strip Formwork	HP Concrete																																																									
<i>Personnel</i>																																																										
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Job Number 3523036

Project: Kremmling
WTP

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CONTR	COMMENTS		24	25	26	27	28	29	30	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	1	2	3	4	5	6	7	8	9	10	11			
Site Work																																																						
<i>Deep Underground</i>																																																						
WST 14" Finished Water/Outlet (PVC)	HP Civil A	Waiting On Valve Boxes	4	4																																																		
				C																																																		
WTP 14" Finished Water (PVC)	HP Civil A		4	4	4					4	4	4	4	4																																								
			NP	NP																																																		
Pond 12" Backwash/Analyzer Waste (PVC)	HP Civil A																										4			4	4	4																						
Pond 8" CIP/Floor Drain Waste (PVC)	HP Civil A																																																					
<i>Site</i>																																																						
<i>Personnel</i>																																																						
		Total	4	4	4					4	4	4	4	4																																								
		Actual																																																				



Town of Kremmling

Police Department Staff Report

December 2025

Department

- Calls for service have stabilized into the normal winter pattern.
- KPD assisted the Colorado Bureau of Investigation on a Death Investigation call on 11/3/25. There is no reason to believe there is an ongoing threat to the public or any specific person related to this investigation.

Personnel

- Officer Crocker and Chief Lisenby attended the Radar/Lidar Operator course administered by the Grand County Sheriff's Office. As of this time, all KPD officers are radar certified.
- Officer Hicks was invited to present at a conference in California in January on the topic of technical geolocation in rural areas. This training and networking opportunity will assist him in furthering his knowledge and sharing his experiences with other professionals in this narrow field. The knowledge he brings back will assist him in his duties with KPD.

Code Enforcement

- Numerous RV notices have been issued by KPD. Voluntary compliance is proving to be effective in most cases at this point. Chief Lisenby is working with citizens on a case-by-case basis to address the RV's that cannot readily be moved.
- With snow season beginning, KPD is working with Public Works personnel to determine any issues within the town that cause snow plowing problems. Two vehicle-related issues and several citizens plowing into the ROW have been identified. Enforcement is planned for the upcoming week.

Projects

- Chief Lisenby worked with Town Attorney Culley on the 2025 Policy Manual for the police department. It is ready to be presented to the Board of Trustees for adoption.
- Chief Lisenby is in the process of purchasing two TASER 10 devices, which was approved by the Board in February (Resolution 2025-02-07). The cost is \$11,399.20. KPD received \$10,607 from the JAG Grant for this purchase.
- Chief Lisenby was notified by Grand County Director of Emergency Management Alexis Kimbrough that the Code Red platform has had a data breach and is no longer going to be used by Grand County OEM. The new platform is called Rave Mobile Safety by Motorola. It will be brought online in the near future. Citizens will need to sign up on an individual basis to receive critical notifications once the system is up and running. OEM will inform citizens of Grand County once that happens.
- Chief Lisenby and Town Manager MacPherson worked with Grand County OEM on winter emergency preparedness for the Town of Kremmling prior to and during Storm 6 (12/5 and 12/6). No extra measures were needed on this storm, but the plans made will prepare KPD and the town for future storms this winter. Of note, more warming shelter volunteers are needed in order to be fully prepared to deal with long-duration events within the town.



Town of Kremmling

Police Department Staff Report
December 2025

Police Staff Report

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

Patrol Response	Number
Total Officer Response	99
Reports Written	7
Calls For Service	65
Officer Initiated	34

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

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

Enforcement (In Town and HVE)	Number
Traffic Stops	24
Total Citations	12
Total Summons	0
Total Arrests	1

Arrests	Number
Officer on View	1
Warrant Service	0

Summons	Number
Not Traffic Related	0
Traffic Violations	0

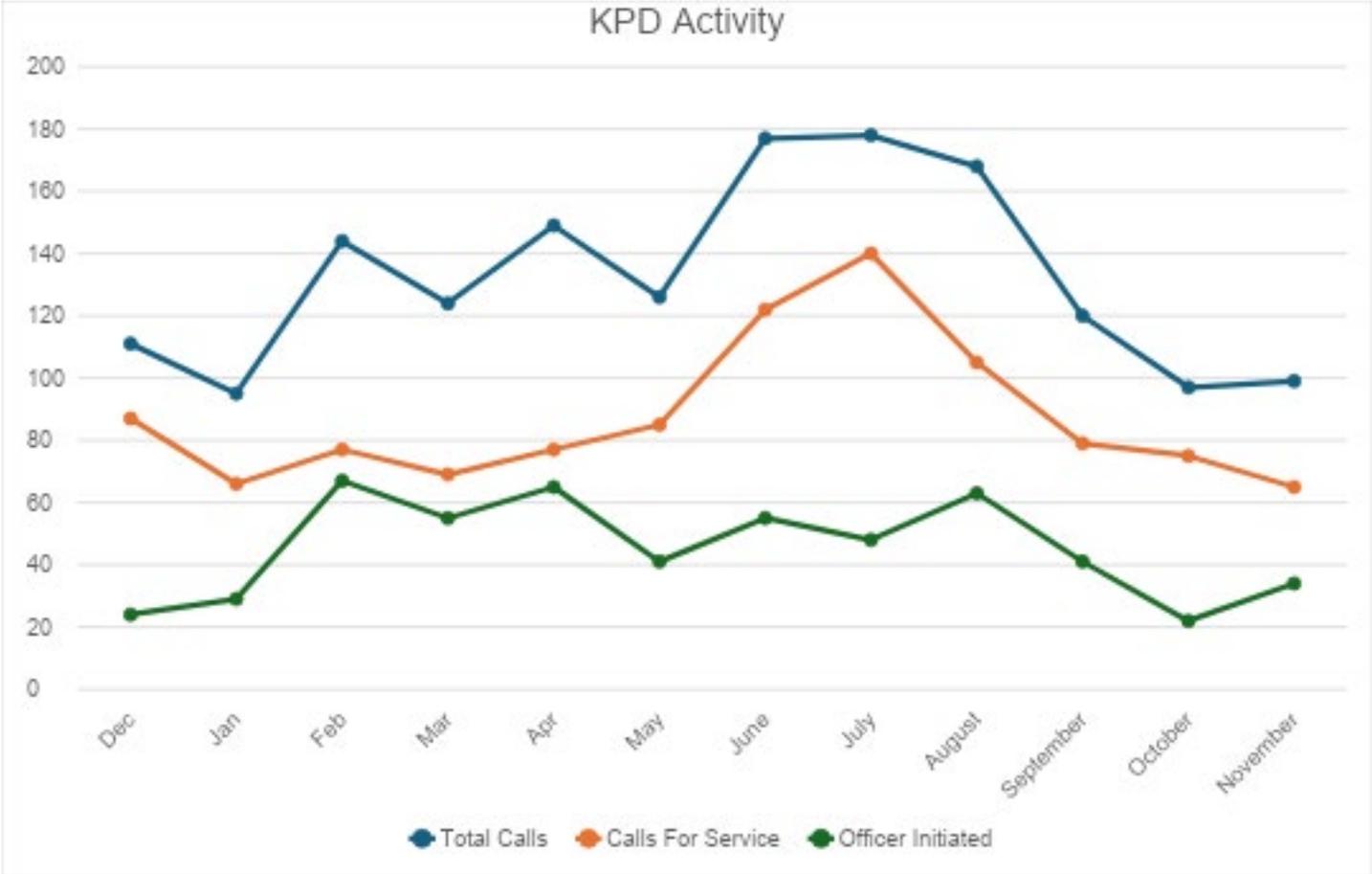
Public Services	Number
Open Records Request	2
VIN Inspections	2
Special Events	0



Town of Kremmling

Police Department Staff Report

December 2025



December 2025 - Town Clerk & Treasurer Staff Report

Town Clerk

- Prepared agendas, minutes, ordinances, resolutions, and memos for the Board of Trustees and the Planning and Zoning Commission.
- Reviewed one liquor license application for the December 17th Board meeting.
- Assisted the Town Planner with record searches and project preparation, including upcoming Use by Special Review and Minor Subdivision applications for the January Planning Commission and Board of Trustees meetings.
- Participated in meetings with the Mayor, Town Manager, Town Planner, Public Works Director, and Chief of Police to discuss agendas, deadlines, Code Enforcement, and future items.
- Co-hosted the Wreaths Across America Day with the Kremmling VFW at Riverside Cemetery on December 13, 2025, facilitating the ceremony and the placement of wreaths on veterans' graves.
- Provided Notary Public services three times and responded to three Colorado Open Records Act (CORA) requests.
- Ongoing updates to the Town's website are being performed to enhance ADA compliance and accessibility.
- Staff and the Planning Commission have collaborated since April 2025 to review and propose amendments to the Comprehensive Plan. The plan has been entirely retyped for ADA compliance, incorporating all Planning Commission amendments, and is scheduled for consideration at the December 17th regular meeting. A finalized recommendation for a new highway commercial zoning district is also on the December 17th agenda.
- Attended the second of a series of election webinars in preparation for the April 2026 election.
- Facilitated the Town Manager's end-of-year evaluation and prepared the corresponding Employment Agreement Amendment for consideration at the December 17th meeting.

Treasurer

- A total of \$13,474 in 2024 delinquent tax liens was filed with the Grand County Treasurer on November 15, 2024; \$14,060.02 has been collected to date, with the overage due to interest from late payments. Additionally, \$15,914 in 2025 delinquent accounts was filed on November 14, 2025.
- Water Plant reporting and reimbursements are progressing smoothly. Payments through September have been made to the contractor, and the Town has received corresponding loan and grant reimbursements. The payment applications for October and November are currently being processed.
- The Town successfully submitted and was awarded a grant amendment request for an

additional \$50,000 in LPC funds. These funds will be used to complete updates to the Municipal Code and develop application process checklists. The amended grant contract is on the December 17th agenda for consideration.

- Assisted with facilitating open enrollment for employee health, dental, and vision insurance. Finalizing the Health Savings Account (HSA) setup with the Town Manager.
- Reviewing and beginning to finalize the 2025 Budget vs. Actuals. Current projections indicate that expenditures for all funds will be under budget, and revenue will exceed budget forecasts.
- Initiating end-of-fiscal-year and payroll processing procedures.
- The sales tax collected in December for the month of October totaled \$150,350.54. Accounting for the fiscal year, total sales tax collected is projected to reach \$1,829,595.79 for the 2025 fiscal 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	\$162,390.51	
May	July	\$114,391.16	\$120,242.01	\$130,579.17	\$123,958.43	\$146,306.90	
June	August	\$152,750.49	\$146,509.10	\$156,059.93	\$160,662.25	\$161,150.75	
July	September	\$139,011.55	\$161,165.84	\$170,817.48	\$156,785.85	\$166,535.41	
August	October	\$160,700.38	\$163,566.43	\$154,060.57	\$164,648.89	\$166,724.43	
September	November	\$154,417.22	\$168,817.41	\$166,181.58	\$166,651.67	\$167,536.50	
October	December	\$146,625.31	\$152,115.78	\$150,753.00	\$153,092.77	\$150,350.54	\$1,829,595.79
November	January	\$148,085.59	\$141,550.48	\$138,329.03	\$130,626.15		
December	February	\$133,112.13	\$133,650.87	\$142,997.34	\$135,956.94		
Total		\$1,566,767.48	\$1,656,451.69	\$1,714,522.86	\$1,673,445.95	\$1,500,344.91	

Town Manager Update

Finance

- Finalized property tax calculations in collaboration with local districts and staff
- \$50K DOLA grant is finalized and anticipated to be deployable in January
- Gained insight into cash balances of Funds with co-mingled bank accounts

Public Works

- Project is now ~32% complete, although Element expenditures are at 46% of budget
- Team is clarifying items allocated to Owner's Contingency that were not change orders

Human Resources

- Staff seamlessly covered for several planned and unplanned absences
- Team modified the employee handbook for 2026 to create greater clarity and simplicity
- Open enrollment process was finalized following much back and forth with NWCCOG

Planning & Zoning

- A zoning compliance request is underway for an entity that has converted to 100% long-term rentals in the Central Business zone (targeting P&Z in February)
- A zoning compliance request has been provided to the owners of a property on Highway 40 being marketed as a new open storage facility (targeting P&Z in January)
- Resolving elevation discrepancies creating access issues between two developers
- Corrections to water billing are underway

Parks & Recreation

- Met with BLM & supporting their grant application re: trail development north of Town
- Reviewed PMP and working with Rec Coordinator to outline projects & budget
- Engaging with OLRT to help secure Red Mountain Rec Lease land & GoCo 2026 match

Sanitation

- Organized a call between the SD, County and Town to bring the SD into the loop on the CloudPermit system and ensure developments require their approval

Miscellaneous

- Attended BOCC meeting at Commissioner's request re: high-speed train proposal
- Attended County Traffic Safety Symposium in Granby to discuss 2025 accident trends
- New bill regarding speeding and illegal passing is being circulated, can share with board

Good News

- Coordinated with SRO to help local charity place Thanksgiving dinner with a local family
- Staff is supporting the West Grand Wishes Christmas program for children
- Town has supported the Wreaths Across America program (170 wreaths)

Action Register

- (5/21) Pursue 2nd grant cycle for GOCO (underway, concept paper slated for January)
- (6/4) Move the abatement process for unsafe property forward.
Engagement with counsel regarding abatement & probate process underway.
- (6/18) Engine Brake Ordinance and Signage
Signs with CDOT - preparing to put them up/
- (6/18) West Grand Recreation Foundation - they need to change their address or get an agreement in place to use the Red Mtn. Sports Complex address
Staff met with the Rec Foundation and notified them. They would like to keep using the address, and staff is working on an agreement for consideration.
- (5/21) Muddy Creek Cabins (underway)
- (10/1) Engage Vector for 2026 mosquito mitigation work (underway)



Town of Kremmling

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Kremmling, CO 80459-0538
Office 970.724.3249
<https://townofkremmling.colorado.gov/>

TO: Honorable Mayor and Board of Trustees/Local Liquor Licensing Authority
FROM: Teagan Serres, Town Clerk & Treasurer
RE: Local Liquor Licensing Authority - December 17, 2025 Regular Meeting
Date: December 12, 2025

EXECUTIVE SUMMARY:

There is one Liquor License Application on the December 17, 2025, agenda: a modification of premises application for Maverik 5148.

SUMMARY:

Liquor Licensing New Business

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

Without prior written consent from the local and state licensing authorities, a licensee is not permitted to make any physical changes, alterations, or modifications to the licensed premises that significantly alter its structure or usage from the most recent approved plans and specifications on file with the state and local authorities. The regulations governing liquor and beer do not require a public hearing for applications to alter licensed premises; however, they do allow a local licensing authority to hold one if it chooses.

In this case, the proposed alterations are minor, involving relocating the existing five beer cooler doors from their current position along the far left wall to the far right side of the store, toward the back. The current wine unit, countertop unit, and warm storage will remain unchanged. Staff have expressed no concerns regarding the additional storage for fermented malt beverages and recommend approval of the application. As a result, staff did not schedule a public hearing. However, the Board may choose to request a public hearing before making its decision if it wishes.

STAFF CONSIDERATIONS:

Staff has identified the following for Trustee consideration:

1. Approve the modification of premises application for Maverik 5148 at 605 Park Avenue.



Town of Kremmling

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2. Postpone to hold a public hearing on the application after the hearing is posted on the licensed premise for at least 15 days and notice has been provided to the applicant for at least 15 days prior to the hearing.
3. Deny the application.
 - a. If the local authority denies the application, the licensing authority must give notice in writing to the applicant and state the grounds for denial. If the applicant submits a written request for a hearing, they are entitled to a public hearing.

FINANCIAL IMPACTS:

There is no fee for a local review of a modification of premises application pursuant to the State of Colorado Liquor Enforcement Division Fee Schedule.

ATTACHMENTS:

1. Modification of Premises Application for Maverik 5148 at 605 Park Avenue
 - a. Before and After Site Plans



Kremmling Board Of Trustees Regular Meeting

Agenda Item Cover Letter

Agenda Item:

Discussion & Action Item. Resolution No. 2025-12-05 A Resolution of the Board of Trustees of the Town of Kremmling, Colorado, Establishing and Adopting a Fee Schedule for the Town.

Department:

Town Clerk & Treasurer, Teagan Serres

Executive Summary:

Each year, the Town evaluates the cost of providing services and adjusts fees to cover those costs.

Summary:

Updates to the 2026 Fee Schedule include:

- A 2-3% increase in various trash services.
- A 3-10% increase in water services, as thoroughly discussed with the Board during budget development. These adjustments align with the revenues budgeted for the Water Enterprise Fund. Additionally, staff proposes increasing the water standby fee to half of the base rate.
- An increased Excavation Permit fee, which will only be charged if there are damages during connections to the Town's system or during street cuts.

Financial Impacts:

The 2026 budget reflects very conservative increases to the Revenues. Impacts will be felt in the 2026 budget cycle.

Attachments:

2026 Fee Schedule

**TOWN OF KREMMLING
RESOLUTION NO. 2025-12-05**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
KREMMLING, COLORADO, ESTABLISHING AND ADOPTING A FEE SCHEDULE
FOR THE TOWN.**

WHEREAS, Town of Kremmling Resolution 2025-04-03 adopted a schedule of fees for Town services; and

WHEREAS, due to changing circumstances, certain fees in the current fee schedule are not necessarily reflective of current conditions; and

WHEREAS, the Board of Trustees wishes to adopt fees that reflect current conditions.

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

Section 1. The Board of Trustees adopts the foregoing recitals as findings of fact and determinations of the Board.

Section 2. The fee schedule attached to this resolution as Exhibit “A” is adopted, effective beginning January 1, 2026 or until such time as it is altered by resolution.

INTRODUCED, READ AND ADOPTED by the Board of Trustees on this 17th day of December 2025.

TOWN OF KREMMLING

Wes Howell, Mayor

ATTEST:

Teagan Serres, Town Clerk

2026 Fee Schedule Adopted Resolution No. 2025-12-05

Service		2025 Fees
Cemetery Fees		
Single Plot - Kremmling Resident	\$500	\$500
Single Plot - Grand County Resident	\$650	\$650
Single Plot - Out of County Resident	\$1,100	\$1,100
Double Plot - Kremmling Resident	\$1,000	\$1,000
Double Plot - Grand County Resident	\$1,300	\$1,300
Double Plot - Out of County Resident	\$2,100	\$2,100
Baby Land Plot - Baby Under 2	\$100	\$100
Burial Open/Close	\$650 Summer / \$1,500 Winter	\$650 Summer / \$1,500 Winter
Weekend	\$900 Summer / \$1,750 Winter	\$900 Summer / \$1,750 Winter
Cremation Open/Close	\$150 Summer / \$650 Winter	\$150 Summer / \$650 Winter
Veteran Burial - Kremmling Resident	\$250	\$250
Solid Waste Fees - KMC 8.12.110		
Residential	\$26.00 per month - 96 gallon tote	\$27.00 per month - 96 gallon tote
Extra 1/2 yard uncontained	Add \$14.25 per 1/2 yard uncontained	Add \$14.25 per 1/2 yard uncontained
Recycling Tote - Bi-Weekly Pickup	\$22 per month - 96 gallon tote	\$22 per month - 96 gallon tote
Trash Late Fee	\$5 per month	\$5 per month
Commercial - 2 yd 1 pickup/week	\$78.50 per month	\$82.50 per month
3 yd 1 pickup/week	\$104.25 per month	\$109.50 per month
4 yd 1 pickup/week	\$144.00 per month	\$151.25 per month
6 yd 1 pickup/week	\$225.75 per month	\$237.00 per month
6 yd 2 pickups/week	\$452.50 per month	\$475.00 per month
8 yd 1 pickup/week	\$306.00 per month	\$321.00 per month
8 yd 2 pickups/week	\$619.50 per month	\$650.50 per month
Commercial Extra Yard Uncontained	\$23.00 per yard uncontained	\$23.00 per yard uncontained
Water Fees - KMC 13.04		
Water Rate - 3/4 inch tap	\$79 per month - up to 6,000 gallons	\$89 per month - up to 6,000 gallons
Water Rate - 1 inch tap & 1 1/2 inch tap	\$249 per month - up to 6,000 gallons	\$256 per month - up to 6,000 gallons
Water Rate - 2 inch tap	\$349 per month - up to 6,000 gallons	\$359 per month - up to 6,000 gallons
Water Rate - 3"+ inch tap	\$789 per month - up to 6,000 gallons	\$813 per month - up to 6,000 gallons
Water Rate Overage	\$5 per 1,000 gallons	\$6 per 1,000 gallons
Water Late Fee	\$15 per month	\$15 per month
Bulk Water	\$189 permit	\$189 permit
	\$35 per 1,000 gallons	\$38 per 1,000 gallons
Water System - Tap Fees	\$10,000 - 3/4 inch service tap	\$11,000 - 3/4 inch service tap
	\$17,000 - 1 inch service tap	\$18,700 - 1 inch service tap
	\$22,500 - 1 1/2 inch service tap	\$24,750 - 1 1/2 inch service tap
	\$33,000 - 2 inch service tap	\$36,300 - 2 inch service tap
	\$45,000 - 3 inch service tap	\$49,500 - 3 inch service tap
	\$65,000 - 4 inch service tap	\$71,500 - 4 inch service tap
	\$80,000 - 5 inch service tap	\$88,000 - 5 inch service tap
Water System Development Fees - Water Rights & Storage	\$1,470 per 0.1 acre-ft	\$1,470 per 0.1 acre-ft
Water Turn On/Off	\$50	\$50
Water Standby Fee	\$25 per month	\$44.50 per month
Installation of Water Meters	Cost to Town plus 15%	Cost to Town plus 15%
Broken Meter	Cost of Meter	Cost of Meter
Liquor Fees - KMC 5.03		
Tasting Application	\$100	\$100
Special Event Permit	\$100	\$100
New Liquor License	\$1,000	\$1,000
Transfer of Location or New Ownership	\$750	\$750
Renewal Application	\$100	\$100
Retail License	\$3.75 to \$75 (Varies for License Type)	\$3.75 to \$75 (Varies for License Type)
Late Renewal of Expired License	\$500	\$500
Corporate/LLC Change (Per Person)	\$100	\$100

Manager Registration (Hotel & Restaurant; Tavern; Lodging & Entertainment; Campus Liquor Complex)	\$30	\$30
Fingerprint Analysis/Background Analysis	\$100	\$100
Business License Fees - KMC 5.02.050		
Business License Application Fees	\$50	\$50
Animal License Fees - KMC 6.01.020		
Dog Tag/License	\$5 fixed - \$10 intact (fees set by Grand County)	\$5 fixed - \$10 intact (fees set by Grand County)
Duplicate tag	\$0.50 (fees set by Grand County)	\$0.50 (fees set by Grand County)
Park Facility Reservation Fees - KMC 12.16.060 & 12.17.030		
Reservation Permit - Less than 150 people	\$75 plus \$75 per additional day	\$75 plus \$75 per additional day
Reservation Permit - Less than 50 people		\$50 plus \$50 per additional day
Government/Non-Profit/Spc District Reservation	Waived	Waived
Special Event Permit - Liquor	\$100	\$100
Community Event Permit	\$200	\$200
Security/Damage Deposit	\$250	\$250
Zoning & Building Fees KMC - 14.04 & KMC 16.03 & KMC 17.01.050		
Minor Subdivision Application Fee	\$850 plus \$50 per lot or unit	\$850 plus \$50 per lot or unit
Minor Subdivision Amendment	\$350 plus \$50 per lot or unit	\$350 plus \$50 per lot or unit
Major Subdivision Application Fee	\$4,000 plus \$25 per lot or unit	\$4,000 plus \$25 per lot or unit
Major Subdivision Amendment	\$450 plus \$25 per lot or unit	\$450 plus \$25 per lot or unit
Annexation and Initial Zoning	\$3,000 per request	\$3,000 per request
Rezoning	\$500 per request	\$500 per request
Planned Unit Development	\$4,500 plus \$50 per lot or unit	\$4,500 plus \$50 per lot or unit
Planned Unit Development Amendment	\$250 per amendment	\$250 per amendment
Preliminary Plat	\$500	\$500
Preliminary Plat Amendment (Major)	\$150	\$150
Preliminary Plat Amendment (Minor)	\$150	\$150
Final Plat	\$500	\$500
Final Plat Amendment	\$150	\$150
Administrative Plat Amendment	\$150	\$150
Permitted Use Approval	\$20	\$20
Sketch Plan	\$250	\$250
Site Plan	\$50	\$50
Boundary Line Adjustment	\$250	\$250
Street Number Certificate/Address Verification	\$5	\$5
Use by Special Review	\$250	\$250
Cost Reimbursement Deposit Minimum	\$350	\$350
Encroachment or License to Enter Permit (Permit to use Town Property)	\$100	\$100
Mobile Home Relocation Permit	\$100	\$100
Variance	\$150	\$150
Zoning & Utility Reinspection	\$50	\$50
Fence Permit	\$40	\$40
Sign Permit	\$50	\$50
Sign Use By Review	\$150	\$150
Appeal to Denied Sign Permit Application	\$50	\$50
Recreational Vehicle Permit	\$25	\$25
Excavation Permit - KMC 12.04.060	\$1,250 or Bond Equivalent	\$2,000 or Bond Equivalent
Misc.		
Open Records Request	First hour free then \$41.37 per hour/\$0.25 per copy	First hour free then \$41.37 per hour/\$0.25 per copy
Title Company Request	\$35	\$35
Notary Fee	Free	Free
Lien for Collection (Other than Water & Sewer) - KMC 8.24.100	Actual Cost plus 5% If not paid within 30 days, 10% added and Lien filed	Actual Cost plus 5% If not paid within 30 days, 10% added and Lien filed
Copy of Municipal Code Book	\$100	\$100
Copy of Zoning Code	\$20	\$20
Copy of Subdivision Code	\$50	\$50

NSF or Account Closed Fee	\$15	\$15
Hourly Rate for Personnel & Equipment		
Support Specialist IV	\$41.84 per hour	\$41.84 per hour
Support Specialist II	\$30.72 per hour	\$30.72 per hour
Support Specialist III	\$35.84 per hour	\$35.84 per hour
Public Works Director	\$54.50 per hour	\$54.50 per hour
Public Works I	\$47 per hour	\$47 per hour
Public Works II	\$55 per hour	\$55 per hour
Police Officer	\$100 per hour	\$100 per hour
Cleaning	\$18 per hour	\$18 per hour
Bobcat Rental	\$60 per hour	\$60 per hour
Backhoe Rental	\$72 per hour	\$72 per hour
Dump Truck Rental	\$75 per hour	\$75 per hour
Road Grader Rental	\$110 per hour	\$110 per hour
Riding Lawn Mower Rental	\$30 per hour	\$30 per hour
Front-End Loader Rental	\$70 per hour	\$70 per hour
Surcharge Fees - KMC 10.04.035		
Any fine of fifteen dollars or less	\$6	\$6
Any fine of sixteen dollars to thirty-five dollars	\$10	\$10
Any fine of thirty-six dollars to fifty dollars	\$16	\$16
Any fine of fifty-one dollars to seventy-five dollars	\$24	\$24
Any fine of seventy-six dollars to one hundred dollars	\$32	\$32
Reference KMC 10.04.035 C for imposed levy amounts for various violations	\$6 - \$1,560	\$6 - \$1,560
Public Safety & Police Department Fees		
Administrative Citation	1st Offense: \$35 per year 2nd Offense: \$70 per year 3rd Offense or more: \$150 per year	1st Offense: \$35 per year 2nd Offense: \$70 per year 3rd Offense or more: \$150 per year
Administrative Appeal Fee	Actual cost + \$50 \$200 deposit required at time of filing	Actual cost + \$50 \$200 deposit required at time of filing
False Alarm	1st-3rd Offense: Warning 4th Offense: \$35 per year 5th Offense: \$70 per year 6th Offense or more: \$150 per year	1st-3rd Offense: Warning 4th Offense: \$35 per year 5th Offense: \$70 per year 6th Offense or more: \$150 per year
Portable Breath Test	\$10	\$10
Body Worn Cameras - Research Fee (1 hour minimum)	\$10.00 per hour	\$10.00 per hour
Body Worn Cameras - Redaction Fee	First hour - free; then \$41.37 per hour	First hour - free; then \$41.37 per hour
Public Records Request / Records Check	First hour - free; then \$41.37 per hour \$0.25 per document copy	First hour - free; then \$41.37 per hour \$0.25 per document copy
Deficient Parking Space(s) Fees	1-3 spaces: \$2,000 4-6: \$5,000 7-9: \$10,000 10-12: \$15,000 13-15: \$20,000 16-20: \$35,000	1-3 spaces: \$2,000 4-6: \$5,000 7-9: \$10,000 10-12: \$15,000 13-15: \$20,000 16-20: \$35,000
Abatement - KMC 8.20.070	Actual Cost	Actual Cost
Animal Penalty Fees - KMC 6.03.010		
Failure to Display Current County License	1st Offense: Warning 2nd Offense: \$150 3rd Offense: \$300 4th Offense: Summons	1st Offense: Warning 2nd Offense: \$150 3rd Offense: \$300 4th Offense: Summons
Failure to Obtain County License	1st Offense: Warning 2nd Offense: \$150 3rd Offense: \$300 4th Offense: Summons	1st Offense: Warning 2nd Offense: \$150 3rd Offense: \$300 4th Offense: Summons
Failure to Display Current Rabies Tag	1st Offense: Warning 2nd Offense: \$150 3rd Offense: \$300 4th Offense: Summons	1st Offense: Warning 2nd Offense: \$150 3rd Offense: \$300 4th Offense: Summons

Failure to Obtain Rabies Vaccination	1st Offense: Warning 2nd Offense: \$150 3rd Offense: \$300 4th Offense: Summons	1st Offense: Warning 2nd Offense: \$150 3rd Offense: \$300 4th Offense: Summons
Harboring an Unvaccinated Animal	1st Offense: Warning 2nd Offense: \$150 3rd Offense: \$300 4th Offense: Summons	1st Offense: Warning 2nd Offense: \$150 3rd Offense: \$300 4th Offense: Summons
Animals Running at Large	1st Offense: Warning 2nd Offense: \$150 3rd Offense: \$300 4th Offense: Summons	1st Offense: Warning 2nd Offense: \$150 3rd Offense: \$300 4th Offense: Summons
Failure to Leash	1st Offense: Warning 2nd Offense: \$150 3rd Offense: \$300 4th Offense: Summons	1st Offense: Warning 2nd Offense: \$150 3rd Offense: \$300 4th Offense: Summons
Animal Attack Causing Serious Bodily Injury	Summons	Summons
Animal Attack Causing Bodily Injury to Person	Summons	Summons
Animal Attack Causing Bodily Injury to Another Animal	Summons	Summons
Keeping of a Dangerous Dog	\$250 One Time Registration \$10 Additional Signage	\$250 One Time Registration \$10 Additional Signage
Inhumane Treatment of an Animal	Summons	Summons
Nuisance Animal	1st Offense: Warning 2nd Offense: \$150 3rd Offense: \$300 4th Offense: Summons	1st Offense: Warning 2nd Offense: \$150 3rd Offense: \$300 4th Offense: Summons
Dog in Town Park Prohibited	1st Offense: Warning 2nd Offense: \$150 3rd Offense: \$300 4th Offense: Summons	1st Offense: Warning 2nd Offense: \$150 3rd Offense: \$300 4th Offense: Summons
Animal Defecation	1st Offense: Warning 2nd Offense: \$150 3rd Offense: \$300 4th Offense: Summons	1st Offense: Warning 2nd Offense: \$150 3rd Offense: \$300 4th Offense: Summons
Animals Prohibited	1st Offense: \$100 2nd Offense: \$200 3rd Offense: \$300 4th Offense: Summons	1st Offense: \$100 2nd Offense: \$200 3rd Offense: \$300 4th Offense: Summons



Kremmling Board Of Trustees Regular Meeting

Agenda Item Cover Letter

Agenda Item:

Discussion & Action Item. Resolution No. 2025-12-06 A Resolution Appropriating Additional Sums of Money to the General Fund in the Amount and for the Purpose as Set Forth Below, for the Town of Kremmling, Colorado, for the 2025 Budget Year.

Department:

Town Clerk & Treasurer Teagan Serres, Chief of Police Jesse Lisenby, and Town Manager Jen MacPherson

Executive Summary:

On February 19, 2025, the Board of Trustees adopted Resolution No. 2025-02-07 to support the Police Department's grant application for new tasers through the Edward Byrne Memorial Justice Assistance Program.

Summary:

The Town was awarded \$10,607 from the grant toward the total taser purchase price of \$11,399.20. The remaining cost to the Town is \$792.20. Since no Capital Projects were budgeted for 2025, funds must be appropriated into the 2025 Budget to cover the purchase.

Fortunately, 2025 sales tax revenue is projected to exceed the budgeted amount by approximately \$169,595, which will more than cover the cost of the tasers. Resolution No. 2025-12-06 amends the 2025 budget to reflect the additional sales tax revenue and appropriates \$11,500 to the police capital budget to complete the purchase.

Financial Impacts:

The sales tax revenue budget for 2025 will be adjusted to accurately reflect the amount of sales tax revenue that was actually received. Additionally, the Police Department's Capital Outlay Budget will be increased to \$11,500 to cover the purchase of the tasers.

Staff Considerations

1. Motion to approve Resolution No. 2025-12-06, as presented.
2. Motion to table Resolution No. 2025-12-06 until the _____ meeting.
3. Deny approval.

Attachments:

Resolution No. 2025-12-06

Quote from Axon for the tasers

Adopted Resolution No. 2025-02-07 Supporting the Grant Application

RESOLUTION NO. 2025-12-06
(Pursuant to Section 29-1-109, C.R.S.)

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

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

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

WHEREAS, it is not only required by law, but also necessary to appropriate the revenues and reserves or fund balances provided in the budget to and for the purposes described below, thereby establishing a limitation on expenditures for the operations of the Town of Kremmling; and

WHEREAS, the Town received additional revenue in the General Fund due to the collection of excess sales tax revenue than budgeted; and

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

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

1. The 2025 appropriation for the General Fund is hereby increased from \$1,660,000.00 to \$1,829,595.79. This adjustment reflects the receipt of unanticipated revenue.
2. The 2025 Police Department Capital Outlay Budget is hereby increased from \$0 to \$11,500.00. This increase is designated for the purchase of new tasers, funded in part by grant money from the Edward Byrne Memorial Justice Assistance Grant Program, as approved by the Board of Trustees in Resolution No. 2025-02-07.

General Fund	Original Budget	Amended Budget
00-100-3020 General Sales Tax	\$1,660,000.00	\$1,829,595.79
00-140-7000 Capital Outlay	\$0	\$11,500.00

INTRODUCED, READ AND ADOPTED by the Board of Trustees on this 17th day of December 2025.

TOWN OF KREMMLING

Wes Howell, Mayor

ATTEST:

Teagan Serres, Town Clerk



Axon Enterprise, Inc.
 17800 N 85th St
 Scottsdale, Arizona 85255
 United States
 VAT: 86-0741227
 Domestic:(800) 978-2737
 International: +1.800.978.2737

Q-751777-45979AO

Issued: 11/18/2025

Quote Expiration: 11/28/2025

Estimated Contract Start Date: 02/01/2026

Account Number: 322317

Payment Terms:

Mode of Delivery: UPS-GND

Credit/Debit Amount: \$0.00

SHIP TO	BILL TO
Kremmling Police Department - CO 1318 PARK AVE KREMMLING, CO 80459 USA	Kremmling Police Department - CO PO Box 538 Kremmling CO 80459 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Abraham Ortiz Phone: (623) 307-5597 Email: aortiz@axon.com Fax:	Bryson Hicks Phone: (970) 531-6192 Email: bhicks@townofkremmling.org Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	\$11,399.20
ESTIMATED TOTAL W/ TAX	\$11,399.20

Discount Summary

Average Savings Per Year	\$3,482.00
TOTAL SAVINGS	\$17,410.00

Payment Summary

Date	Subtotal	Tax	Total
Dec 2025	\$11,399.20	\$0.00	\$11,399.20
Total	\$11,399.20	\$0.00	\$11,399.20

Quote Unbundled Price: \$28,809.20
 Quote List Price: \$12,399.20
 Quote Subtotal: \$11,399.20

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
C00024	BUNDLE - TASER 10 CERTIFICATION STANDARD	2	60	\$223.41	\$86.66	\$86.66	\$10,399.20	\$0.00	\$10,399.20
A la Carte Services									
101186	AXON VR - PSO - VIRTUAL	1			\$2,000.00	\$1,000.00	\$1,000.00	\$0.00	\$1,000.00
Total							\$11,399.20	\$0.00	\$11,399.20

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - TASER 10 CERTIFICATION STANDARD	100126	AXON VR - TACTICAL BAG	1	1	01/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	2	2	01/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	4	1	01/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	100396	AXON TASER 10 - MAGAZINE - INERT RED	1	1	01/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	100399	AXON TASER 10 - CARTRIDGE - LIVE	30	1	01/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	100400	AXON TASER 10 - CARTRIDGE - HALT	20	1	01/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	100401	AXON TASER 10 - CARTRIDGE - INERT	10	1	01/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	100591	AXON TASER - CLEANING KIT	1	1	01/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	100611	AXON TASER 10 - SAFARILAND HOLSTER - RH	2	1	01/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	100623	ENHANCED HOOK-AND-LOOP TRAINING (HALT) SUIT (V2)	1	1	01/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	100748	AXON VR - CONTROLLER - TASER 10	1	1	01/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	101122	AXON VR - HOLSTER - T10 SAFARILAND GRAY - RH	1	1	01/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	101455	AXON TASER 10 - REPLACEMENT TOOL KIT - INTERPOSER BUCKET	1	1	01/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	101456	AXON TASER 10 - REPLACEMENT INTERPOSER BUCKET	1	1	01/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	101751	AXON VR - HEADSET - HTC FOCUS VISION	1	1	01/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	101755	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK V2	2	1	01/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	101757	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE V2	3	1	01/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	20018	AXON TASER - BATTERY PACK - TACTICAL	2	1	01/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	20018	AXON TASER - BATTERY PACK - TACTICAL	1	1	01/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	1	01/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	1	01/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	1	01/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	1	1	01/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	1	1	01/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	100400	AXON TASER 10 - CARTRIDGE - HALT	10	1	01/01/2027
BUNDLE - TASER 10 CERTIFICATION STANDARD	100400	AXON TASER 10 - CARTRIDGE - HALT	10	1	01/01/2028

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - TASER 10 CERTIFICATION STANDARD	101012	AXON VR - TAP REFRESH 1 - CONTROLLER	1	1	07/01/2028
BUNDLE - TASER 10 CERTIFICATION STANDARD	20373	AXON VR - TAP REFRESH 1 - HEADSET	1	1	07/01/2028
BUNDLE - TASER 10 CERTIFICATION STANDARD	100400	AXON TASER 10 - CARTRIDGE - HALT	10	1	01/01/2029
BUNDLE - TASER 10 CERTIFICATION STANDARD	100400	AXON TASER 10 - CARTRIDGE - HALT	10	1	01/01/2030

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - TASER 10 CERTIFICATION STANDARD	101180	AXON TASER - DATA SCIENCE PROGRAM	2	02/01/2026	01/31/2031
BUNDLE - TASER 10 CERTIFICATION STANDARD	101703	AXON VR - USER ACCESS - TASER SKILLS	2	02/01/2026	01/31/2031
BUNDLE - TASER 10 CERTIFICATION STANDARD	20248	AXON TASER - EVIDENCE.COM LICENSE	1	02/01/2026	01/31/2031
BUNDLE - TASER 10 CERTIFICATION STANDARD	20248	AXON TASER - EVIDENCE.COM LICENSE	2	02/01/2026	01/31/2031

Services

Bundle	Item	Description	QTY
BUNDLE - TASER 10 CERTIFICATION STANDARD	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	2
BUNDLE - TASER 10 CERTIFICATION STANDARD	101193	AXON TASER - ON DEMAND CERTIFICATION	2
A la Carte	101186	AXON VR - PSO - VIRTUAL	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - TASER 10 CERTIFICATION STANDARD	100197	AXON VR - EXT WARRANTY - HEADSET	1	01/01/2027	01/31/2031
BUNDLE - TASER 10 CERTIFICATION STANDARD	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	2	01/01/2027	01/31/2031
BUNDLE - TASER 10 CERTIFICATION STANDARD	101007	AXON VR - EXT WARRANTY - CONTROLLER	1	01/01/2027	01/31/2031
BUNDLE - TASER 10 CERTIFICATION STANDARD	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	1	01/01/2027	01/31/2031
BUNDLE - TASER 10 CERTIFICATION STANDARD	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	2	01/01/2027	01/31/2031
BUNDLE - TASER 10 CERTIFICATION STANDARD	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	1	01/01/2027	01/31/2031

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	1318 PARK AVE	KREMMLING	CO	80459	USA
2	1318 PARK AVE	KREMMLING	CO	80459	USA

Payment Details

Dec 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	101186	AXON VR - PSO - VIRTUAL	1	\$1,000.00	\$0.00	\$1,000.00
Year 1	C00024	BUNDLE - TASER 10 CERTIFICATION STANDARD	2	\$10,399.20	\$0.00	\$10,399.20
Total				\$11,399.20	\$0.00	\$11,399.20

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

11/18/2025



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

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

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

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

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

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

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

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

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

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

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

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

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

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

TOWN OF KREMMLING



Wes Howell, Mayor

ATTEST:



Teagan Serres, Town Clerk



Kremmling Board Of Trustees Regular Meeting

Agenda Item Cover Letter

Agenda Item:

Discussion & Action Item. Ordinance No. 732: An Ordinance Amending Chapter 17.04 of the Kremmling Municipal Code Regarding Creating an Additional Commercial Zoning District Overlay for Large-Scale Development.

Department:

Town Clerk & Treasurer Teagan Serres, Planner Alan Hassler, and Town Manager Jen MacPherson

Executive Summary:

The Planning and Zoning Commission has passed Resolution No. 2025-11-01PC and recommends that the Board of Trustees adopt the draft Red Mountain Commercial (RMC) Zoning District. The new district is proposed to address modern development trends, particularly for large parcels and large-footprint projects that are not adequately recognized under the current Kremmling Municipal Code zoning districts, which have not been updated since 2012.

The Planning Commission recommends that new lands not be annexed into the Town until the new zoning district is available to developers, thereby providing maximum flexibility to address the Town's commercial and residential needs. The Planning Commission and Town Staff have been working on the new zoning district since June 11, 2025, during the Planning Commission's regularly scheduled open meetings, and no comments have been received.

Summary:

Intent and Key Features of the RMC Zone District:

- Intent: The RMC Zone is intended to strengthen the Town's economic base, encourage commercial development to attract sales tax-generating businesses, recognize and provide for uses requiring large lot sizes, and facilitate retail sales and services needing good automobile access.
- Permitted Uses: Permitted uses include retail commercial and services, hotels/motels, drinking and eating establishments, convenience stores, and big-box retailers. The zone also allows for residential dwelling uses on floors above ground floor commercial uses.
- Uses by Special Review: Uses requiring a special review include automobile/truck dealerships, truck stops and travel plazas, heavy machinery rentals/sales/services, governmental buildings, and hospitals or day care facilities with overnight services.
- Prohibited Uses: Any Industrial Use is not permitted. Also not permitted is storage of tangible personal property not held for sale or rent, commercial fleet vehicles not held for sale or rent to third parties, and open, enclosed, indoor, or mini-storage.



Kremmling Board Of Trustees Regular Meeting

Agenda Item Cover Letter

- Dimensional Requirements: Minimum lot area: fifteen thousand (15,000) square feet. Minimum front setback: None required. Maximum structure height: The lesser of 35 feet from grade or the maximum height allowed under Federal Aviation Administration regulations.
- Other Controls: All uses require site plan approval. All lighting must be downcast/dark sky-promoting. Outdoor storage of any material is prohibited, except within enclosed containers screened from view.

Financial Impacts:

The adoption of the ordinance will require minimal publishing costs of approximately \$30.

Staff Recommendation:

1. Motion to approve Ordinance No. 732: An Ordinance Amending Chapter 17.04 of the Kremmling Municipal Code Regarding Creating an Additional Commercial Zoning District Overlay for Large-Scale Development, as presented.
2. Motion to table Ordinance No. 732: An Ordinance Amending Chapter 17.04 of the Kremmling Municipal Code Regarding Creating an Additional Commercial Zoning District Overlay for Large-Scale Development until the _____ meeting.
3. Deny approval.

Attachments:

Ordinance No. 732: An Ordinance Amending Chapter 17.04 of the Kremmling Municipal Code Regarding Creating an Additional Commercial Zoning District Overlay for Large-Scale Development.

Resolution No. 2025-11-01PC A Resolution By The Planning And Zoning Commission Requesting That The Board Of Trustees Of The Town Of Kremmling, Colorado, Create A New Zoning District For Large Scale Development And Recommending A Draft Red Mountain Commercial Zone

**TOWN OF KREMMLING
ORDINANCE NO. 732**

**AN ORDINANCE AMENDING CHAPTER 17.04 OF THE KREMMLING MUNICIPAL
CODE REGARDING CREATING AN ADDITIONAL COMMERCIAL ZONING
DISTRICT OVERLAY FOR LARGE-SCALE DEVELOPMENT**

WHEREAS, pursuant to C.R.S. § 31-23-301, the Town of Kremmling (“Town”) possesses the authority to zone, rezone, change, supplement, and revise the zoning classifications or designation of property and to regulate land uses within the Town; and

WHEREAS, the Town is authorized by C.R.S. § 31-23-301 to regulate zoning and land use within the Town’s boundaries, and the Town has in fact adopted a comprehensive plan and a future land use map; and

WHEREAS, the Kremmling Comprehensive Plan establishes a goal of economic sustainability through promoting a business-friendly environment that encourages commercial and job growth, and creating an environment in which local businesses may prosper; and

WHEREAS, the Planning and Zoning Commission concluded that the current zoning framework lacked a commercial district suitable for fostering large-scale commercial development; and

WHEREAS, the Planning and Zoning Commission has established a new "Red Mountain Commercial" Zoning District; this district is designed to bolster the Town's economic foundation by fostering commercial development, drawing in sales tax-generating enterprises, accommodating uses that necessitate extensive lot sizes, and ensuring the availability of retail sales and services with convenient vehicular access; and

WHEREAS, the Planning and Zoning Commission reviewed and developed such zoning district over multiple open meetings, and no public comments were received; and

WHEREAS, the Board of Trustees finds the following revisions to be in the best interest of the Town.

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

Section 1. The following definition is added to Chapter 17.02.010. (Words to be added underlined.)

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

Section 2. Chapter 17.04 of the Kremmling Municipal Code is hereby amended by the additions to read as follows (words to be added underlined; words to be deleted ~~stricken~~):

17.04 Zoning Districts

17.04.010 Zoning District Standards Established

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

1. RMC: Red Mountain Commercial

17.04.020 Use and Dimensional Requirements

H. RMC: Red Mountain Commercial

1. Permitted Uses: The following categories of uses are permitted in the RMC zone district:
 - a. Retail commercial and services establishments unless listed as a use by special review or listed as a prohibited use.
 - b. Hotels, motels.
 - c. Drinking and eating establishments including drive ins, drive through and fast food.
 - d. Convenience Stores with or without fuel service.
 - e. Automotive Services establishments providing service and repair with or without fuel service, including tire sales and service, oil/grease/lubrication, alignment, and similar retail activities. All business activities shall be conducted within a completely enclosed building with no overnight outdoor parking.
 - f. Vehicle parts and sales
 - g. Recreational, Motorsports, and Boats dealerships
 - h. Commercial Condominiums for any Red Mountain Commercial allowed use.
 - i. Rental Businesses renting tangible personal property other than vehicles and heavy machinery.
 - j. Big-Box retailers
 - k. Agricultural Service businesses
 - l. Building Supply Sales
 - m. Indoor Recreational Facilities, Health Clubs, Bowling Alleys
 - n. Day care center without overnight services
 - o. Professional buildings including medical services without overnight facilities
 - p. Theaters and movie houses.
 - q. Outdoor Commercial recreational facilities occupying up to 1 acre.
 - r. Residential dwelling uses on floors above ground floor commercial uses.
2. Uses by Special Review. The following categories are allowed in the RMC zone district only by special review.
 - a. Automobile and truck dealerships
 - b. Automobile leasing and rentals, but outdoor storage of vehicles offered for rent shall not exceed five vehicles at a time.
 - c. Truck stops and travel plazas
 - d. Laundry and dry cleaning establishments.
 - e. Contractor and Construction company offices, warehouses, and yard.
 - f. Heavy Machinery rentals, sales and services.
 - g. Rafting Business including storage or yard for rafts, trailers, or buses.
 - h. Governmental buildings
 - i. Communication Towers.
 - j. Construction facilities during construction activities.
 - k. Hospital and day care facilities with overnight services
 - l. Recreation Vehicle Parks-14 day maximum stay.
 - m. Cargo containers, when accessory to a permitted use
 - n. Communication Towers
 - o. Any use, whether permitted or not, that will create an unusual traffic hazard, health or safety issue, or any objectionable visual or other aesthetic impacts, noise, dust, vapor, fumes, odor, smoke, vibration, glare, or waste disposal problems.
3. Uses Not Permitted. The following categories are not allowed in the RMC zone district.

- a. Any storage of tangible personal property not held for sale or rent.
 - b. Commercial fleet (of any size) vehicles not held for sale or rent to third parties.
 - c. Open storage
 - d. Enclosed storage
 - e. Indoor Storage
 - f. Mini-storage
 - g. Any Industrial Use
4. Dimensional requirements. The following dimensional requirements apply to all structures constructed or located within RMC zone district.
- a. Minimum lot area: fifteen thousand (15,000) square feet.
 - b. Minimum front setback: None required.
 - c. Minimum side setback: None required, where roof drainage is toward the rear lot line. If roof drainage is toward a side lot line, a minimum of six (6) foot setback from such side lot line is required.
 - d. Minimum rear setback: Ten (10) feet; except, where the alley abuts the rear lot line, the distance may be reduced to five (5) feet for all structures, temporary structures, other buildings, and other obstructions, to provide for proper snow handling.
 - e. In meeting the setback and dimensional requirements, parking requirements for the use must be met, either on-site or on adjacent lot. If an adjacent lot is used to meet parking requirements, deed restrictions or covenants must be imposed so that the adjacent lot use is limited to parking for the use of the other lot.
 - f. Structure height shall not exceed the lesser of 35 feet from grade to highest point of structure (including antennae, towers or other projections) OR the maximum height allowed under Federal Aviation Administration regulations based on proximity to the Kremmling Airport. Communications antennae or towers higher than these limits may be permitted as a Use by Special Review, if approved by the Federal Aviation Administration.
5. Other Development Controls
- a. No outdoor storage of any material (usable or waste) shall be permitted in this zone except within enclosed containers screened from view.
 - b. No lighting shall be permitted which would glare from this zone onto any street, or into any adjacent property. All lighting shall be downcast/dark sky promoting lighting. See also KMC Section 16.07.150.1, .2, and .3. Section 16.07.150.4 shall not apply.
 - c. Landscaping shall be provided, pursuant to KMC Section 16.07.200.1, .3, and .4, and other requirements specific to the proposed use. Landscaping shall comply with statutory restrictions and requirements, including non-functional turf and xeriscaping requirements.
 - d. Any use in this Zone shall require site plan approval under KMC Section 17.03.060.
 - e. Any proposed use shall be subject to screening requirements specific to the proposed use.

Section 2. If any article, section, paragraph, sentence, clause, or phrase of this ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this ordinance. The Town Board hereby

declares that it would have passed this ordinance and each part or parts hereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.

Section 3. The repeal or modification of any provision of any prior ordinance by this ordinance shall not release, extinguish, alter, modify, or change in whole or in part any penalty, forfeiture or liability, either civil or criminal, which shall have been incurred under such provision, and each provision shall be treated and held as still remaining in force for the purpose of sustaining any judgment, decree, or order which can or may be rendered, entered, or made in such actions, suits, proceedings, or prosecutions.

Section 4. All other ordinances or portions thereof inconsistent or conflicting with this ordinance, or any portion hereof, are hereby repealed to the extent of such inconsistency or conflict.

Section 5. The Board of Trustees finds, determines and declares that this emergency ordinance is genuinely and urgently necessary for the immediate preservation of the public health, safety and welfare and is a matter on which immediate action is genuinely and urgently necessary because the Town's existing regulations are insufficient to address the effects of recreational vehicle usage within the Town. Therefore, the Board of Trustees further finds, determines and declares that it is necessary for this emergency ordinance to take effect immediately upon adoption, provided the same has been adopted and signed by the Mayor and approved by three-fourths of the entire Board of Trustees.

INTRODUCED, READ, ADOPTED, APPROVED, AND ORDERED PUBLISHED BY
TITLE ONLY this 17th day of December, 2025.

TOWN OF KREMMLING, COLORADO

Wes Howell, Mayor

ATTEST:

Teagan Serres, Town Clerk

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PLANNING AND ZONING COMMISSION
TOWN OF KREMMLING

By: _____
Chair, Paul Johnson

ATTEST:

Teagan Serres
Town Clerk, Teagan Serres

Red Mountain Commercial (RMC) Zone

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

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

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

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

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

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

3. Uses Not Permitted.

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

4. Dimensional requirements.

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

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

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

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

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

f. Structure height shall not exceed the lesser of 35 feet from grade to highest point of structure (including antennae, towers or other projections) OR the maximum height allowed under Federal Aviation Administration regulations based on proximity to the Kremmling Airport. Communications antennae or towers higher than these limits may be permitted as a Use by Special Review, if approved by the Federal Aviation Administration.

4. Other Development Controls

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

Additional Definitions to be incorporated into the Kremmling Municipal Code:

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



Kremmling Board Of Trustees Regular Meeting

Agenda Item Cover Letter

Agenda Item:

Public Hearing. Discussion & Action Item. Resolution No. 2025-12-07 A Resolution of the Board of Trustees of the Town of Kremmling, Colorado, Amending the 2014 Town of Kremmling Comprehensive Plan.

Department:

Town Clerk & Treasurer Teagan Serres, Planner Alan Hassler, and Town Manager Jen MacPherson

Executive Summary:

The Planning & Zoning Commission and Town staff were assigned the task of updating the Comprehensive Plan following the completion of the Community Readiness Assessment in 2024. The original Plan was adopted on January 14, 2014. Since 2023, the Board of Trustees, Planning Commission, and Town staff have identified multiple chapters of the Plan that require updates.

The update process began in April 2025, with the Planning Commission and staff reviewing and amending the Plan during regular monthly meetings. They compiled all amendments and notes taken since 2023. The 2025 amendments were crafted to reflect the current status of the community and the missions of the Board of Trustees, Planning Commission, and Town Staff. This update also addressed goals and objectives that had already been achieved, ensuring the document remains a relevant and useful tool for future development.

Summary:

The plan provides guidance on various aspects of community development, including:

- **Growth and Economic Development:** The goals for this section focus on maximizing revenues, controlled growth, and transitioning Kremmling away from a bedroom community role. Key objectives include:
 - **Community Image and Marketing:** Defining and promoting an image that capitalizes on community strengths, building on the "Sportsman's Paradise" slogan, and cultivating a Western identity. The plan promotes the town as an outdoor recreation Mecca for activities such as hunting, fishing, snowmobiling, and rafting.
 - **Business Recruitment and Retention:** Exploring opportunities to diversify the local economy by recruiting new businesses and encouraging existing ones.



Kremmling Board Of Trustees Regular Meeting

Agenda Item Cover Letter

Actions include capitalizing on the central location to resort towns to establish Kremmling as a supply distribution hub.

- Community Growth: Promoting growth in a controlled fashion to preserve the small-town feel, and establishing a formal annexation strategy and "adequate public facilities" system to ensure growth pays its own way.
- Land Use and Community Design: This section addresses zoning and future development, noting that the Town's growth has been linear due to physiographic constraints (cliffs and floodplains).
 - The current zoning ordinance is slated for revision to allow for a greater variety of zoning districts, which has since included the creation of a mixed-use zoning district and "planned unit development" (PUD) designations.
 - The Future Land Use Map employs a "bubble diagram" approach to identify larger land use districts rather than assigning a classification to every individual parcel.
- Historic Resources: The plan documents the history of Kremmling, including its Native American and French influences, its beginnings (incorporated in 1904), and its growth with the arrival of the railroad in 1906.
 - The plan includes an inventory of 67 historical buildings and structures from 1885 to 1913.
 - While none are currently listed on the National Register of Historic Places, some are candidates for historic designation.
 - The plan suggests identifying and beginning the process of placing historically significant structures on the National or State Register, or creating a local registration means.
- Additional chapters of the Plan cover:
 - Planning Setting
 - Vision
 - Transportation and Utilities
 - Recreation, Open Space and Culture
 - Community Engagement and Special Events
 - Public Safety and Nuisances
 - Community Revitalization
 - Plan Implementation (which includes the Implementation Matrix)

Financial Impacts:

N/A



Kremmling Board Of Trustees Regular Meeting

Agenda Item Cover Letter

Staff Recommendation:

1. Motion to approve Resolution No. 2025-12-07 A Resolution of the Board of Trustees of the Town of Kremmling, Colorado, Amending the 2014 Town of Kremmling Comprehensive Plan, as presented.
2. Motion to table Resolution No. 2025-12-07 A Resolution of the Board of Trustees of the Town of Kremmling, Colorado, Amending the 2014 Town of Kremmling Comprehensive Plan until the _____ meeting.
3. Deny approval.

Attachments:

Resolution No. 2025-12-07 A Resolution of the Board of Trustees of the Town of Kremmling, Colorado, Amending the 2014 Town of Kremmling Comprehensive Plan

Resolution No. 2025-12-01PC A Resolution By The Planning And Zoning Commission Requesting That The Board Of Trustees Of The Town Of Kremmling, Colorado, Amend the 2014 Comprehensive Plan

**TOWN OF KREMMLING
RESOLUTION NO. 2025-12-07**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF KREMMLING,
COLORADO, AMENDING THE 2014 TOWN OF KREMMLING COMPREHENSIVE
PLAN**

WHEREAS, on January 14, 2014, the Board of Trustees adopted the 2014 Town of Kremmling Comprehensive Plan (“Plan”), which incorporated all of the chapters with updates, community input, and the addition of the implementation matrix; and

WHEREAS, Town staff, the Planning Commission, and the Board of Trustees have noted multiple chapters in the Plan since 2023 that require updating; and

WHEREAS, the Planning Commission and staff began reviewing the Plan in 2023 and began amending the Plan at each month's regular meeting beginning in April of 2025; and

WHEREAS, no public comments were received while the Planning Commission was reviewing and amending the Plan; and

WHEREAS, the Planning Commission and staff compiled the amendments and notes taken since 2023 and recommended that the Board of Trustees approve the amendments at the December 10, 2025, regular Planning Commission meeting; and

WHEREAS, the Board of Trustees affirms the recommendations of the Planning Commission; and

WHEREAS, the Board of Trustees held a public hearing regarding the Comprehensive Plan amendments on December 17, 2025; and

WHEREAS, the Board of Trustees finds that the proposed amendments are consistent with the Town’s goals and policies.

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

Section 1. The Amended 2025 Town of Kremmling Comprehensive Plan is hereby adopted 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 17th day of December 2025.

TOWN OF KREMMLING

Wes Howell, Mayor

ATTEST:

Teagan Serres, Town Clerk



TOWN OF KREMMLING COMPREHENSIVE PLAN — 2025

Amended December 17, 2025
Resolution No. 2025-12-07

Acknowledgements.....	1
Citizens of Kremmling.....	1
Town of Kremmling Board of Trustees	1
Town of Kremmling Planning & Zoning Commission.....	1
Town Staff.....	1
Overview.....	2
Original Adoption and Early Modifications	2
Expansion in 2014.....	2
2025 Amendments and Current Relevance.....	2
Community Involvement and Plan Development.....	2
Historic Resources	3
Native Americans.....	3
The French Influence	4
Kremmling Beginnings.....	4
The Community Grows.....	5
Into the Future.....	10
Planning Setting.....	11
Vision	13
Growth and Economic Development.....	14
Definitions.....	15
Goal: Community Image and Marketing	15
Goal: Business Recruitment and Retention	16
Goal: Community Growth	18
Land Use and Community Design.....	19
Land Use Conditions.....	19
Zoning Classifications	20
Future Land Use Categories.....	20
Category Definitions.....	21
Goal: Land Use	21
Community Beautification.....	22

Definitions.....	23
Goal: Walkability	24
Goal: Signage.....	25
Goal: Parking	26
Goal: Architecture and Aesthetics.....	27
Transportation and Utilities	29
Water, Sewer and Storm.....	30
Kremmling Sanitation District.....	30
Water Treatment and Distribution System.....	31
Stormwater	32
Transportation	32
Roadway	32
Airport –.....	33
Railroad –.....	33
Gas, Electrical and Communications.....	33
Public Input.....	33
Definitions.....	34
Goal: Transportation and Utilities.....	35
Recreation, Open Space and Culture	37
Definitions.....	38
Goal: Parks, Trails, and Recreation.....	38
Goal: Natural Areas and Open Spaces	42
Goal: Historic Preservation.....	43
Community Engagement and Special Events.....	45
Definitions.....	45
Goal: Community Engagement.....	45
Goal: Special Events	47
Public Safety and Nuisances	48
Community Revitalization	48
Code Compliance.....	49
Definitions.....	49

Assessment.....	50
Goal: Community Revitalization	52
Law Enforcement and Emergency Response.....	53
Goal: Law Enforcement and Emergency Response.....	54
Plan Implementation	56
IMPLEMENTATION MATRIX	57
APPENDIX.....	60



Acknowledgements

Citizens of Kremmling

This is your plan. The Town of Kremmling would like to thank those who have participated over the years and those who will use the plan in the future.

Town of Kremmling Board of Trustees

Wes Howell, Mayor
Dave Sammons, Mayor Pro Tem
Jim Miller, Trustee
Brad Perry, Trustee
Leo Pesch, Trustee
Erik Woog, Trustee
Brady Mathis, Trustee

Town of Kremmling Planning & Zoning Commission

Paul Johnson, Chair
Chris Sammons
Kevin Warren
Erik Woog
Wes Howell

Town Staff

Jen MacPherson, Town Manager
Teagan Serres, Town Clerk & Treasurer
Alan Hassler, Town Planner
Dillon Willson, Public Works Director
Jesse Lisenby, Chief of Police
Gabby Willson, Parks & Recreation Coordinator
Trista Petefish, Utility Billing Clerk

Overview

The Kremmling Comprehensive Plan has undergone several significant updates since its inception, each reflecting the changing needs and priorities of the community, region, and state.

Original Adoption and Early Modifications

The original Comprehensive Plan was adopted in September 1984 and later modified in 1992 and 2014. These updates were necessary to ensure the plan remained relevant as circumstances evolved. Initially, the plan focused on essential topics such as Public Services, Facilities and Utilities, Land Use Planning, and Circulation and Transportation Planning. The 1992 modification introduced new elements, including design considerations and a dedicated discussion about the downtown area. Chapters from that period helped identify and describe the physical setting of the community.

Expansion in 2014

In 2014, the Comprehensive Plan was expanded to include additional chapters that addressed Recreation, Open Space and Culture, Community Engagement and Special Events, as well as Public Safety and Nuisances. The intent of the 2014 Plan was to provide direction to the community as issues arose in each of these covered areas. Additionally, the plan was designed to fulfill statutory requirements for a Comprehensive Plan. It featured an implementation matrix, which outlined a blueprint for improving the community through a series of tasks scheduled for completion over different timeframes: within the next year, 1-3 years, 3-5 years, and 5-10 years. Adjustments to these tasks were anticipated as the community continued to change.

2025 Amendments and Current Relevance

The amendments made in 2025 focused on updating the Plan to accurately reflect the current status of the community and the missions of the Board of Trustees, Planning Commission, and Town Staff. This update also addressed goals and objectives that had already been achieved, ensuring the document remained a relevant and useful tool for future development. The Planning Commission and Town Staff played a crucial role in crafting the 2025 amendments, reinvigorating the Comprehensive Plan as a necessary guide for development decisions.

Community Involvement and Plan Development

Throughout the review, creation, and planning processes for both the 2014 and 2025 Comprehensive Plans, the Kremmling community was actively engaged. Residents voiced their thoughts, opinions, and ideas, helping to shape the final document. The 2025 amendments were informed by years of various community surveys and input, coupled with the experience of Planning Commissioners and Town Staff in using the plan to review development projects. This collaborative approach ensured the Comprehensive Plan remained responsive to community needs and priorities.

Historic Resources



Native Americans

The Ute and Arapahoe Indians were once inhabitants of what is now known as Middle Park, where Kremmling is located. During the summer, the present-day locations of Kremmling and Hot Sulphur Springs were favorite hunting grounds for the Utes and the Arapahoe. The Utes used a trail up the Williams Fork Valley over Ute Peak and down to the Blue River. The Williams Fork Valley was a favorite place for Indians to cut tepee poles and each summer they visited this area for that purpose. They collected the poles during the summer and packed them out in the fall. The tribes fought several wars with each other over who would have hunting rights in this mountain valley.

The Utes made many pilgrimages to Hot Sulphur Springs for health reasons. At one time Chief Ouray, who was suffering from an acute attack of rheumatism, made the journey from his home near Montrose, Colorado, on a litter swung between two horses in tandem fashion. After bathing in the warm water, he was able to mount his horse and ride home.

Eventually, the influx of settlers to Middle Park created conflicts with the Ute Indians. Buffalo, deer, elk, and antelope were readily available in 1875 when Chief Colorow and his band of 300 Indians slaughtered a large number of these big game animals and set fire to forests in order to discourage and drive out the white settlers. In the fall of 1879, the county sheriff and his deputies were sent to Tabernash to quell a rising number of disturbances. The result was the death of Chief Tabernash. His followers were rounded up and herded to Hot Sulphur Springs. The sheriff

encamped them near the town without guards. The group left, crossed the Blue River, and trekked to an area near Meeker, Colorado. This was the last year that any significant number of Indians summered in Middle Park.

The French Influence

The area around Kremmling was explored by French fur trappers by 1820. They named the principal river “The Grand” and gave the valley the name, “The Old Park.” Park meant enclosure to the Frenchmen, and the plain to the North Platte River originates was called “The New Park”, while a similar geographic location to the south was called “Bayou Salado” - which is an interesting blend of French and Spanish, and recognizes the salt springs located there. Later, when English-speaking visitors arrived, names underwent a shuffling, but “The Park” remained. The New Park became “North Park”, Bayou Salado became “South Park” and the one in the middle, The Old Park, became “Middle Park”.

From the Grand River – now called the Colorado River, comes Grand Lake which is the largest natural lake in Colorado, and Grand County. However, the river, which was the Grand River until it joined the Green River in Utah and became the Colorado River, had its name changed to the Colorado River by the U.S. Congress in 1921. The River originates in Rocky Mountain National Park.

In 1853, Sir George Gore organized an exploration and hunting expedition in Laramie, Wyoming, consisting of 50 wagons and about 400 men and their mounts. He traveled throughout the North and Middle Park areas collecting big game trophies. He and his guide, the famous Jim Baker, traveled up the Blue River Valley and explored the range and the canyon to the west which now bears his name. After this time, explorations ceased and the settlers began to arrive.

Kremmling Beginnings

Kremmling is somewhat of a newcomer to Middle Park. Many of the area’s other towns, including a few which no longer exist, were going strong before Kremmling was started. The first known white settler in what is now Kremmling was Tracy Tyler, who settled here in 1874. By 1883, the valleys around Kremmling were known for producing superior hay and ranchers began settling for the public domain land. Kremmling got its first store and its name in 1884 when Rudolph Kremmling, a Dillon merchant, established a branch store here. An 1884 map shows Hot Sulphur Springs, Fraser and Grand Lake as established towns. Although this area had other towns at the time, including Hermitage, about five miles north of Kremmling; Colorow, about 10 miles south; and Troublesome, about five miles east, there was no Kremmling on the map. Apparently, Mr. Kremmling didn’t spend much time in town but by 1885, the settlement boasted a post office and a ferry to cross the Grand (Colorado) River.

Then, as now, Kremmling sat in the junction of roads east to Hot Sulphur Springs, and Denver; west to Steamboat Springs; and south to Dillon and Breckenridge. The early settlement probably had less than two dozen residents, although more than 200 persons received their mail in

Kremmling. In 1891, the town was platted by John and Aaron Kinsey and they suggested the name Kinsey City. The post office became Kinsey City in 1891 until it was changed back to Kremmling in 1895. Kremmling was incorporated as a town in 1904, and Tracy Tyler, the area's first settler, was elected mayor.

The Community Grows

Kremmling grew quickly between 1904 and 1908, due to the construction of Denver, Northwestern, and Pacific railroad. David Moffat's crews had surmounted Rollins Pass and faced its next major challenge at the Gore Canyon, some two miles west of Kremmling. Needless to say, constructing a railroad through this deep canyon was not an easy undertaking. Surveyors had to hang by ropes from the cliffs to establish a route. It took four years for them to find a route and four construction crews to blast it through.

During those years, Kremmling grew, getting a newspaper, a bank and other businesses. When the railroad arrived in 1906, eight saloons were open for business where the men of the construction crews could spend their leisure time. Kremmling was the end of the line until 1908, and was the terminal for stage lines which took passengers west over Gore Pass.

During and after the construction of the railroad, several new businesses and a bank were started in Kremmling. Construction of these business enterprises developed slightly south of the Town square toward the railroad, since the northern portions of town were considered undesirable due to the large number of saloons located there. Efforts were made to attract new businesses to the central portions of town by developing public facilities there. The Town Hall was constructed between 1906 and 1915 and was razed in 1953. The first water system was placed in 1926. Improvements to the water system were completed in 1930 and 1952. The first elementary school was constructed in 1918, the next elementary in 1936, and the existing school was built in 2008. The original high school was built in 1953, while the existing high school was constructed in 1977. The first church opened in 1908, the airport in 1948, and the sanitation system was installed in 1960. The airport was originally constructed by townspeople and local donations without the aid of federal funds.

Kremmling has grown as new industries have opened in the community. The hospital has also contributed to Kremmling's growth. Dr. John T. Willis was Kremmling's first resident physician. Dr. Archer Sudan served the area for 20 years prior to 1946 and received 'The Doctor of the Year Award' for his service to Kremmling area residents. He built a 14 bed hospital, the only one in the county. In 1947 the community bought the hospital from Dr. Sudan. It is managed by a non-profit corporation which uses a board of directors and management staff to operate the facility. In recent times, the hospital has been modernized and expanded. Other construction projects such as the Green Mountain Dam and employers such as Freeport-McMoRan and now Federal Express and storage are currently having employment impacts on the community.

The town is blessed with plenty of historical buildings and structures. The building inventory is based on *Historic Kremmling in the Colorado Rockies: A Self-guided Tour to see Buildings from 1885 to 1913*. The structures listed below are located by number in Figure 3.

1. The A. (Adolph) Alpert Co. General Merchandise building was built in 1903 and operated to 1910. He also owned a dairy in the area. Present site of the Masonic lodge.
2. Formerly the site of the Walte Huff Campfire Saloon which was built in 1904. In the late 1930's and early 1940's, Cliff Esmiol operated a grocery store here, called the Red and White.
3. Kremmling Club was built in 1906 as a saloon run by Emil Schlump. These buildings were a part of the most well developed block. A wooden boardwalk brought shoppers and thirsty patrons to the front doors.
4. Town Square and Jail Building: The town square was sold to the Town of Kremmling on August 8, 1905 by Anton Heini. The purchase price was \$300. A town hall was built on this site and dedicated on July 4, 1907. A town bell for calling out firemen or for announcing other community emergencies was installed in 1912. The Kremmling Union High School started in 1910 and used the Town Hall for classrooms for three years. The building burned down in 1951 and again in 1952 and was finally torn down the following year. Kremmling's first jail was built in 1904 and subsequently relocated to the town square site.
5. Kremmling's first jail was built in 1904. It was moved to the Heritage Park Museum from its original 3rd Street location.
6. The Red Barn was a livery stable built in 1906 by Sam, Pat, and Will Martin on the north side of the Town Square. The Red Barn stables had a boarding house connected to the stable that put up drivers and passengers for the night.
7. Dan Hoare's Blacksmith Shop: This building was originally built north of the Muddy Creek in 1884 by Rudolph Kremmling. He later moved the structure to the present site when the U.S. Post Office settled on Kremmling as the name of the town. Later the store was purchased by Tracy Tyler, Kremmling's first mayor, and for a few years after World War I it was a garage and filling station operated by Cliff Esmiol (Star Garage).
8. The Adolph Infanger house was built in 1905. He was a rancher on the Muddy River who lived in Town in the winter so his children could go to school. Dan Hoare and his sisters later lived here.
9. Kremmling's first school house was in the main part of this building, which was constructed in 1898. The first teacher was Ms. Walker.
10. Built in the early 1900s, this was the home of Edwin and Eva Becker. He was a cattleman and she ran the telephone office.
11. The Tyler House was one of the first hotels in Kremmling and was built in 1901 by Mr. and Mrs. Tracy Tyler. He became the first mayor of Kremmling.
12. This home was built in 1886 for the Joe Rivers family. His widow worked for the Tyler House.

13. Nancy Tyler (wife of Tracy) had a house built in 1905 at this location which was razed in 2012.
14. This location was the residence of the Anton Heini family and had a home built in the late 1800s. Mr. Heini was a cattleman and the second mayor of Kremmling. The home was moved to the site from one block east.
15. The home of Pat and Annie Martin was built in 1900 on the corner of Third and Park Avenue. It was moved to this location in 1951.
16. The Oaks Home was built about 1904. Mr. Oaks was a cattleman. The home was later owned by Sheriff Chancy Van Pelt.
17. Built in the early 1900s, this site was the log home of Bill Thompson, son of Jim Thompson who built the post office and grocery store in 1900. The building was razed in the 1990s.
18. Built in about 1905 by W.C. Call, whose descendants still live in the Kremmling Area.
19. This vacant lot was the location of the Manhattan Saloon and Eagle Avenue Café which was operated by C.N. Romaine, and built in the early 1900s.
20. Thomas J. Mitchell Hardware was built in 1906 and operated by Mitchell until 1946 or 1947.
21. Arcade Grocery was built in 1906, operated by J.A. Sullivan and later purchased by Leroy Curran who ran it as a Mercantile.
22. Wills-Morgan Mercantile was built at this site in 1906 and managed by Charlie Brown who later bought out his partner, Frank Jones. The business remained in the Brown family until the 1970s. The structure was razed in 2012.
23. This structure was built in 1906 by Clarence Magee and was later owned by George Swan who was a newspaper man. His wife ran a ladies millinery store in the front portion of the house.
24. Was built in the early 1900s by John Wade and was believed to be razed in the 1960s.
25. Built in 1906 by Adam Graff.
26. Built in 1906 by Joe Binco who came to Kremmling in 1880.
 - a. The Alpert House was built in the early 1900s for the Alpert family, proprietors of the A. Alpert Co. General Merchandise store. The building was razed in the early 2000s.
27. The Community Church was originally the Trinity Episcopal Church in 1913. About half of the funds to construct the building came from local residents, with the other half coming from Advent Sunday School offerings from Connecticut and western Colorado.
28. Fred Schwegler Meat Market was built in 1906 and moved to the present location in 1918 by Alex Jameson Sr. where it was used as part of the Chevrolet dealership.
29. Built in 1905 as the Fred Schwegler family residence. It was moved to this location in 1929 by Alex T. Jameson.
 - a. Built in the early 1900s for members of the Martin family.
30. This was the site of a roughhewn log home built by George Price in 1899.

- a. This home was built in the early 1900s, possibly by Pat Martin
31. Built in 1899 by Mrs. Anna Bemrose Tettters Dietrich, who was known as the “Cattle Queen of Middle Park”, this home had a sod roof until 1960.
32. Built in 1906 by F.U. Spring who edited “The Moffat Snow Plow” which was a local paper.
33. This building was built in the early 1900s and was moved to this site from the corner of Fourth and Eagle in 1918 for the Jameson Chevrolet Garage.
34. This area was the Moony Lumber Yard.
 - a. The Kremmling Depot was built in 1906 by the Denver & Northwestern Pacific Railroad Company.
35. The first home of Pat and Annie Martin was built in 1888 and originally located in the middle of the block between Third and Fourth on Park Avenue. It was moved in 1951.
36. This home was built in 1906 for William and Florence Martin. It remained in the family until 1971.
37. Built by William Martin in 1906, this home was razed in 2012.
 - a. The home on the corner was owned by Walter Jones in the early 1900s. Part of this house was moved from the dam construction camp in the Gore Canyon.
38. This home was built in 1906 for the Dave McIsaacs family.
39. This house was built for Mrs. Charlie (Mabel E.) Brown in 1906 by Mr. Benson.
40. Mrs. Tracy Tyler had this house built in 1906. It was later owned by Mrs. Nancy Engle who was her granddaughter.
41. Kremmling’s first hospital was known as The Hatchery, where ladies came to have their babies. Dr. Fleming was the doctor and worked here from 1921 to 1926.
42. The Gore View Hotel was built in 1905 by Robert Washington Tucker. Mr. Tucker’s son was W.G. (Tony) Tucker, who is a late postmaster.
43. The east part of the structure was built in 1906 and was a garage and a grain and feed store. Before World War II, Willis Call ran a grocery store here. The building was built by O.H. Crawford.
44. The Kremmling Lumber Company, was built in 1906 and was managed by D.B. Graham.
45. This home was built in 1902 by Andrew Johnson, who was a carpenter and town councilman.
46. This home was built by Andrew Johnson in 1905.
47. This site housed a log home which was built in 1905. It was razed in the late 1980s. Mr. Irving lived here. He was a watchmaker and jeweler.
 - a. This home was built in 1906 by Frank Craven who served on the first town board and as a town marshal.
48. The Bank of Kremmling was built in 1905 and has since been remodeled and added on to. The first president was W.H. Harrison. The bricks on the original north section were manufactured in the Kremmling area.

49. The Thompson Store and Post Office was built by Jim Thompson in 1900. It was also the Esmiol's Department Store.
50. The north portion was built in 1906 by Casper Schuler. The main floor was the Kremmling Bottling Works and upstairs a rooming house. The building later housed a barbershop, shoe shine shop, drug store and dress shop.
51. The Log Cabin Livery Stable was built in 1903 by Henry McElroy. The building was donated by the family to the Grand County Historical Association for the Heritage Park Museum.
52. Built in the early 1900s by Fred Schwegler who owned a meat market in Kremmling, it was razed in the 1990s.
53. Built in the early 1900s by Josie Gould, the building was later owned by the Esmiol family.
54. The log residence was built in 1894 and was the home of Jim Thompson. It was moved from the corner of Second and Park in 1941.
55. St. Peter's Catholic Church was built in 1907. The first priest was Father Meyers who served from 1910 to his death in 1939. Bricks for the chimney were hauled from Hot Sulphur Springs by team and wagon by Mr. Henry McElroy.
56. This home was built in the late 1800s by Rolland Grindle for his brother-in-law Alex Stewart, who served on the town board.
57. This house was moved from the north side of the block between First and Second on Park Avenue in 1941. It was built for the Nels Westerberg family in 1906. Mr. Westerberg was one of the first blacksmiths in town.
58. This was the home of Henry and Lillie McElroy and was built in 1902. It was moved from the corner of Fourth and Park Avenue in 1975 and is currently owned by their great grandson, Mr. and Mrs. Tim Menhennett.
59. Built in 1897 by Willis Call for the family home, the inside and outside walls were insulated with dirt. The house sits on the old McQueary property.
60. The Kremmling Cheese Factory originally sat on this site on the west edge of town. It was built in 1906 and run by Adolph Infanger. It was moved to the fairgrounds to be used as an exhibit hall soon after the first fair in 1913.
61. The two rooms on the east part of this house were built at the mouth of the Gore Canyon when the New Century Light and Power Co was started in 1902. It was moved from the canyon in 1905 by sledding it up the Colorado River on the ice with a six horse team.
62. This home was built in 1895 by the William Sampsons, the ranchers who came here from Nebraska.
63. Built in the late 1800s by Casper Schwab who operated the Gore City Dairy here. The home was owned by the Rayner family and former owners include the Nunn family. The building was razed in the 1990s.

64. This log house, a former millinery shop, was built in 1905 for the Emil Berger family. Mr. Berger operated the Cheese Factory. The house was moved to this location in 1951 from the south side of the block between Third and Fourth on Park Avenue.
65. The Star Bakery was built in 1906 and operated by Joe Litner until the 1930s. The building was later moved from the south side of the block between First and Second Street on Park Avenue in 1948 to make way for construction of a Café, now the Grand Old West.
66. The United States Forest Service Bunk House was built in 1906 and moved to Heritage Park from Williams Fork in 2006.
67. The Homestead House moved from the Muddy Valley Area Ranch to the Heritage Park in 1996. It was built in the 1880s and remodeled in the 1970s.

Into the Future

A surprising number of historically significant structures still exist in the Town of Kremmling which include both log and frame constructed buildings. At present, none of the structures are listed on the National Register of Historic Places, however, some are candidates for historic designation. Many structures have been moved from one site to another within the community rather than being torn down. Most of these structures are over 100 years old reflecting the relatively short period of time Kremmling and Grand County have been settled.

As Kremmling continues to grow and redevelop, it is likely that many of the older buildings will be removed. Those of primary historic significance should be identified and the process of placing them on the National or State Register begun. Another option would be to create a local means to register properties. Alternatively, some of these buildings could be moved to a central site, possibly in a larger recreation area and either placed on display or used as utility buildings. Some are in very marginal condition and it may be economically prohibitive to rehabilitate them.

Goals and action steps associated with historic preservation are included in the Recreation, Natural, and Cultural Resources chapter.

Planning Setting



Generally speaking, access to Kremmling is good by road from the Front Range of Colorado. Interstate Highway 70 is 38 miles south in Summit County and provides access to Kremmling via U.S. Highway 9 and U.S. Highway 40, which then meet at Kremmling. During the summer, U.S. Highway 34 connects Grand County to the north Front Range. In addition, the Denver Rio Grande and Western Railroad traverse the community offering a second mode of access. No passenger rail is currently available. The Kremmling airport provides a third method of access and is currently used on a limited basis by private aircraft. Figure 1 depicts the relative location of Kremmling to other towns in Grand County and its relationship to other areas of Colorado.

The Town is also located just north of the confluence of two tributaries into the Colorado River: Muddy Creek and the Blue River. The Town limits comprise an area of approximately 914 acres located in portions of Sections 7, 8, 9, 16, 17, and 18, Township 1 North, Range 80 west of the 6th Principal Meridian. Grazing land and irrigated hay meadows surround the Town on all sides. These agricultural lands extend generally to public land boundaries which nearly encircle the town and the planning area. Privately held property exists along the Colorado River bottom lands and the two major access highways.

Kremmling's elevation varies from 7,313 feet at Town Hall, to the top of the cliffs at 7,682 feet. You can find some of Kremmling's statistics online at [Censusreporter.org](https://www.censusreporter.org). This site has populations demographics, economics, and housing information.

Kremmling has an average high temperature of 55 degrees Fahrenheit and an average low of 22 degrees Fahrenheit. Kremmling receives an average of 12 inches of precipitation each year. The average annual snowfall is 53 inches. You can find more climate information at USclimatedata.com

The Town of Kremmling was awarded a grant from the Colorado Department of Local Affairs (DOLA) to address potential issues within the Kremmling Municipal Code (KMC) and procedures, and identify barriers and solutions to meeting the community’s housing needs in 2024. Addressing housing needs in Kremmling is essential to building a strong and vibrant community. By focusing on the concept of community housing, the Town can create a range of mixed-income housing options that foster diversity and inclusivity, rather than labeling homes as “affordable” alone. Through this initiative known as the Kremmling Community Readiness Assessment, the Town, along with their consultant Community Planning Strategies, assessed potential land use and development regulation changes and engaged in meaningful discussions with stakeholders about resources, particularly land, that could be used to support community housing. [View the Community Readiness Assessment here.](#)

Vision



Set against an idyllic backdrop of iconic shale cliffs and high-desert sage brush, Kremmling boasts an unparalleled menu of world-class outdoor activities, intriguing historic sites and jubilant celebrations. Modern infrastructure and modest but steady growth supports a robust local economy, which has traditionally been agricultural, forestry, timber, and mining based. Despite its success, Kremmling has remained affordable, preserved its off-the-beaten path, small-town feel, and still attracts the same hard-working, down-to-earth and friendly people that it always has.

Growth and Economic Development



Towns and cities, much like private businesses, need to maximize revenues in order to thrive. Municipalities accomplish this goal by annexing taxable land, encouraging the development of neighborhoods that attract sales tax-generating retail businesses, and commercial and industrial businesses that create jobs for workers who will buy homes and other products.

Municipalities then use these revenues to provide a product to their customers (residents) in the form of water, sewer, streets, parks, fire, and police services. If municipalities do not grow at least minimally, it can be difficult for these organizations to keep up with the costs of infrastructure maintenance and other ongoing operational costs that tend to rise over time.

The following input was provided regarding economic development issues in Kremmling:

- Need jobs in town – attract and maintain businesses that generate sales tax revenue to support the Town.
- Transition Kremmling away from its role as a bedroom community to a self-supporting community.

- Because of its location, Kremmling could be a commercial hub for the surrounding communities.
- Too many businesses in town are relying solely on local support.

Definitions

The term “economic development” encompasses the topics of growth, land use, infrastructure, and utilities. However, this selection of the plan will only address growth and economic development issues as defined below:

1. *Adequate Public Facilities* – A system that helps to ensure that new development “pays its own way” in terms of investing in roads, utilities, parks, fire, police, schools and other services that the development will require.
2. *Annexation* – Formally including property within municipal boundaries and taxing and providing municipal services for the site.
3. *Business Recruitment and Retention* – Working to encourage businesses to come to or stay in the community by identifying and employing incentives, either financial or otherwise. Incentives might include tax breaks, impact fee discounts, high quality of life, affordable and available land for a given land use, and/or a streamlined development review process.
4. *Community Image* – Developing a “brand” for the town that can be marketed to the outside world for economic development purposes.
5. *Forecast* – A qualitative exercise whereby projections are adjusted based on anticipated local market factors that could impact growth.
6. *Marketing* – The process of advertising and promoting a municipal brand.
7. *Projection* – A quantitative exercise whereby potential levels of growth are calculated based on historic growth patterns and trends.

Goal: Community Image and Marketing

Define and promote an image that capitalizes on community strengths and allows the town to market itself to the outside world.

Objective: Build on the selection of the “Sportsman’s Paradise” slogan by undertaking a professional branding campaign to craft an image that residents and business owners are comfortable with and that is also marketable.

Action: Craft an image that accomplishes the following:

- Cultivate Western in addition to Sportsman identity
- Employ the slogan “Sportsman’s Paradise”
- Cultivate an image that is unique from other towns
- Promote the town as an outdoor recreation Mecca where visitors can enjoy the following activities:

- Hunting and Fishing
- Hiking and camping
- ATVs
- Side-by-sides
- Off-road vehicles
- Snowmobiling
- Mountain biking
- Gravel biking
- Geological and Cultural exploration
- Bird watching
- Rafting and Boating
- Cross-country skiing
- Snowshoeing
- Access to Colorado River headwater scenic byway
- Access to ski areas

Objective: Market Kremmling’s strengths throughout the region, state, country and world to bring more visitors to the area.

Action: Work with the Chamber of Commerce to establish a strong web presence, coordinate special events, encourage word-of-mouth advertising, and attend conferences and expositions.

Action: Work with existing business owners to establish an official outdoor activities committee or association to work with the Chamber, US Forest Service (USFS), and Bureau of Land Management (BLM) for collaboration to promote Kremmling.

Action: Contact outdoor and arts magazines to do stories on people and activities in Kremmling to bring attention to the area.

Goal: Business Recruitment and Retention

Explore opportunities to diversify the local economy by recruiting new businesses of all sizes and types to Kremmling, while encouraging an environment where existing businesses thrive.

Objective: Develop an overarching strategy and system for recruiting businesses that generate sales tax revenue to Kremmling and retaining them long-term.

Action: Explore the potential of contracting with a recruitment consultant or hiring staff for this purpose.

Action: Attend targeted trade and industry shows and conferences to meet industry professionals and promote Kremmling as a place to do business

Objective: Capitalize on Kremmling’s central location to Steamboat Springs, Winter Park and Breckenridge/Keystone

Action: Explore the possibility of establishing Kremmling as a supply distribution hub for these larger resort locations.

Action: Target businesses to cater to the traveling public, such as restaurants, ATV/snowmobile rentals, hotels, and other attractions.

Objective: Capitalize on the airport as a potential economic development engine.

Action: Explore ways the Town and local businesses can cater to high-end clientele flying in private jets that stop at McElroy Airfield.

Action: Explore the possibility of establishing McElroy Airfield as a shipping hub by recruiting shipping companies to the site.

Objective: Maximize the benefit of the rafting industry to Kremmling’s economy.

Action: As Kremmling grows, explore the possibility of instilling a use tax for any portions of the Colorado River used by rafters that may be incorporated into the town.

Objective: Work to attract and retain recreation-oriented businesses that capitalize on the abundance of outdoor resources that Kremmling has access to, including ATV/snowmobile rentals, Expedition outfitters, Bike shops, Hotels, Restaurants, and Spas.

Action: Work with outdoor-oriented business owners to develop incentives and maintain an environment where such businesses can thrive.

Action: Market Kremmling as an unique place to stay that is close to all the resorts, but far away from the crowds.

Objective: Target new industries and major employers for recruitment while supporting agricultural, manufacturing, and extractive industries.

Action: Revise the zoning code to ensure that it allows for and promotes clean industries over polluting industries.

Action: Consider hiring a consultant to do a location analysis and make recommendations regarding the types of businesses that would be most successful in town.

Goal: Community Growth

Promote community growth in a controlled fashion and to an extent that allows the Town organization, residents and business owners to accomplish desired goals, while preserving the existing small-town feel.

Objective: Develop a formal strategy outlining the Town's wants and needs related to the medium and long-term growth.

Action: Determine the extent to which the Town wants to grow based on existing opportunities, constraints and desired quality of life and establish a long-range planning boundary.

Action: Establish a formal annexation strategy and develop an adequate public facilities system to ensure that growth pays its own way.

Action: Identify specific parcels of land for annexation and develop strategies to attain the highest and best use.

Land Use and Community Design



The ability to own land is one of the foundational blocks that this country was built on. There is no doubt that private property rights are and should remain sacred. However, it is important to remember that one's right to use his or her property is only valid if it does not impact someone else's right to do the same. Zoning ordinances and community design regulations were put into place to protect private property rights.

From preventing heavy industrial businesses from locating next to schools, churches, and homes, to ensuring that downtown residents and visitors have sidewalks to get them around and street lights and signs to show them the way, land use regulations are necessary in helping to create safe, attractive, thriving communities.

Land Use Conditions

Kremmling is generally bounded by Muddy Creek, Jackson Ave, and Hwy 40 to the north, the Union Pacific rail line to the south, Muddy Creek to the west, and the Kremmling Airport boundary to the east. Physiographic constraints to growth on the north (Kremmling Cliffs, Muddy Creek, and floodplain) and south (Colorado River and floodplain) have caused

Kremmling to develop in a linear fashion generally from the west to east along Park Ave/Hwy 40.

Older residential areas exist north and south of Hwy 40, largely to the downtown area. These “in-town” neighborhoods are evenly split between low-density single-family homes and higher-density multi-family and mobile homes. There is also one newer development of suburban-style, larger lot homes east of West Grand High School.

Zoning Classifications

The purpose of the zoning ordinance is to assign each parcel of land within the town a classification outlining how that land can and cannot be used. Building dimension and placement is also regulated through the zoning ordinance. Generally, zoning ordinances divide land uses into variations on five basic uses: 1) residential, 2) commercial, 3) industrial, 4) public, and 5) agricultural. As of June 2013, actual Kremmling zoning classifications included: 1) Low-Density Residential; 2) High-Density Residential; 3) Central Business; 4) Industrial; 5) Open Space; 6) Public-Owned Property; 7) Mixed Use; 8) Red Mountain Commercial.

Kremmling’s zoning ordinance has not been updated significantly since 2000, and Town officials have determined that it will be revised after the completion of this plan. Specifically, public and staff input during the planning process indicates a strong desire for a greater variety of zoning districts to allow for a more gradual transition from higher intensity uses to lower intensity uses. For example, at least one more commercial or mixed-use designation is needed, another residential designation could be helpful, and perhaps expanding the use of “planned unit development” (PUD) designation. A PUD designation could be helpful in providing flexibility with respect to density and other regulations when a project would benefit the Town in other ways, such as economic development, or the provision of amenities such as parks or other public facilities. A mixed-use zoning district and PUD designations have since been created. However, all items should be reviewed collectively.

Future Land Use Categories

The purpose of attempting to map out future land uses in a community is two-fold. First, it gives town officials a framework from which to quantitatively and geographically project build-out scenarios and plan for infrastructure such as water, sewer, roads, and parks. Second, it provides guidance as annexation and subsequent development occurs, and zoning establishment or change is proposed. However, future land use designations are just a guide – they do not carry the authority of law as zoning designations do.

The Future Land Use Map in this plan does not assign each individual parcel a classification. Instead, it employs a more general “bubble diagram” approach that identifies larger land use districts. One advantage of this approach is that there is less potential for confusion over the difference between the future land use designation and zoning classification. It can also be easier for members of the general public to understand that it is not just a guide, and not a grand

scheme to change the use on their property if the future land use designation happens to differ from the current use.

Category Definitions

This plan provides nine future land use categories to address residential, commercial, industrial, and public needs. Each category is defined as follows:

1. *Open Space* – A generic term referring to parks, greenways, natural areas and agricultural lands that provide for recreational, aesthetic, economic, preservation, and community separation uses.
2. *Public* – Generally includes government facilities such as town hall, BLM offices, schools, community centers, library, medical clinic and similar facilities.
3. *Multi-Family* – Refers to apartments, condominiums, assisted living facilities, duplexes and other similar facilities where more than one family may live in one building containing multiple units.
4. *Single-Family* – Refers to typical frame built detached homes of various sizes that are built on a single parcel of land owned by the owner of the home. This category includes “Manufactured” homes.
5. *Mobile Home* – Includes a residential structure that is manufactured off-site, is delivered and installed without a permanent foundation. Mobile homes under this definition contain sealed walls that prevent inspection of electrical, plumbing, and general construction by local staff. Such structures may be located on individual lots owned by the mobile homeowner or in “land lease” communities.
6. *Mixed Use* – Allows for the combination of uses particularly commercial and residential, often with retail or office on the first floor, and residential on the second floor above.
7. *Commercial* – Includes business uses such as office or retail that do not, as a general rule, generate excessive and undesirable impacts to surrounding property owners such as noise, odor, truck traffic, dust, chemical emissions, or similar uses.
8. *Light Industrial* – Includes less intensive industrial uses such as light manufacturing, warehousing, storage, product assembly, research and design, or similar uses.
9. *Heavy Industrial* – Includes more intensive industrial uses such as heavy manufacturing, resource extraction, foundries, or similar uses.

Goal: Land Use

Develop and maintain a set of philosophies, policies, ordinances and procedures designed to ensure a balanced mix of land uses in Kremmling that provide for the residential, commercial, industrial, agricultural and public needs of the community, while mitigating the impacts of such uses on each other and the community at large.

Objective: Provide an appropriate variety of zoning districts to accommodate businesses in locations best suited for commercial land uses while protecting less intense uses from potential impacts.

Action: Explore the possibility of creating a mixed-use zoning district to allow for live-above/work-below developments primarily in the downtown area. Currently, residential use above commercial buildings is permissible under certain regulations. This use could potentially be expanded to other zoning districts.

Action: Explore the possibility of creating a high-intensity or community commercial zoning district for use primarily on the edges of town to accommodate grocery stores and similar medium to big-box uses.

Objective: Provide an appropriate variety of zoning districts to accommodate heavier business uses in locations best suited for industrial land uses while protecting less intense uses from potential impacts.

Objective: Provide appropriate zoning districts to accommodate residential developers and individuals in locations best suited for residential land uses relative to the location of existing land uses.

Action: Explore the possibility of creating a medium-density residential zoning district to accommodate residential uses of intermediate density, such as duplexes and townhomes, to serve as a buffer between low-density single-family and high-density multi-family.

Action: Explore the possibility of creating a zoning district to accommodate mobile homes as defined in this plan, and shown on the future land use plan.

Objective: Provide an appropriate complement of overlay districts that modify the underlying zoning districts.

Action: Explore the possibility of the planned unit development overlay district to allow for more flexibility in the application of density/intensity and other regulations in exchange for amenities, such as landscaping, parks, or other facilities.

Action: Explore the possibility of creating a hazards overlay district to address floodplains, areas of wildland fire danger, areas of subsidence, or similar.

Community Beautification

These concerns emphasize the importance of addressing not only physical infrastructure improvements but also the overall aesthetics and functionality of public spaces within Kremmling. Enhancing streetscapes with landscaping, increasing pedestrian safety through measures such as better crosswalk protection and traffic calming features, and modernizing the

appearance of buildings and utilities can significantly improve both the visual appeal and livability of the town. By prioritizing these community design interventions, Kremmling can foster a more cohesive, attractive, and accessible environment for residents and visitors alike, while simultaneously supporting economic vitality and reinforcing a strong sense of place.

- Better protection for crosswalks should be considered. Improving aesthetics through neatness and upkeep should be prioritized. Much of Eagle Ave, Central Ave, and other roadways in the downtown area lack basic curb, gutter and sidewalk improvements;
- Aging metal buildings can be found in commercial and residential areas;
- Overhead power lines still exist throughout town;
- Many parts of town, including downtown, lack adequate numbers of shade-providing street trees and landscaping.

Definitions

1. *Bicycle lanes* – Separate striped travel lanes reserved for bicycle traffic on a given roadway.
2. *CDBG* – The Community Development Block Grant is a financial assistance program offered by HUD.
3. *CDOT* – Colorado Department of Transportation. This state organization is responsible for, among other things, maintaining all state roadways, such as US Hwy 40 and Hwy 9.
4. *HUD* – The Housing and Urban Development Department is a federal organization that offers a number of assistance programs related to housing and community development.
5. *Raised cross-walks* – Extra elevation provides a more visible and safer path for pedestrians across roads and also serves as a default traffic hump which slows motorists down in areas where lots of people are walking.
6. *Roofline Changes* – An architectural term that refers to a technique used to break up long, flat expanses of roofline. This technique is often incorporated into town design guidelines to ensure interesting architecture associated with new development or redevelopment by requiring multiple changes in the height of the roof.
7. *Speed humps* – Similar to “Speed bumps” that are generally installed in parking lots and neighborhoods, but wider with less height. They allow motorists to travel at a somewhat higher rate of speed, while still requiring them to slow down at key areas.
8. *Walkability* – A broad term referring to the overall ability for people to successfully walk around a town, corridor or specific development. Infrastructure generally associated with walkability includes sidewalks, trails, directional signage, buildings that are close to the street, street trees, bike lanes and street furniture.
9. *Wall articulation* – An architectural term that refers to a technique used to break up long, boring expanses of wall. This technique is often incorporated into town design guidelines to ensure interesting architecture associated with new development or redevelopment.

Goal: Walkability

Promote general opportunities for walking as a viable transportation option in Kremmling, specifically in the downtown area.

Objective: To address long-term walkability issues and develop a “pedestrian infrastructure” plan for the downtown area.

Action: Task town staff or an outside consultant to develop a plan that addresses the following issues:

- Need for uniform sidewalks downtown;
- Need to narrow Highway 40/Main St. through the use of, wider sidewalks, median, angled parking instead of parallel;
- The abundant mosquito population;
- Need connections between downtown and existing trail networks in Grand County as identified in the Grand County Trails and Open Space Plan and other applicable plans;
- Need more street trees in the downtown area to provide shade and pleasant views for pedestrians;
- Replace old and dead trees

Objective: Tap outside sources for guidance on how to implement short-term walkability measures.

Action: Contact other similar mountain communities to gain an understanding of walkability issues they have encountered and the steps they took to address those issues. Possible mountain communities to contact:

- Granby (struggles with walkability)
- Dillon (struggles with walkability)
- Grand Lake (very walkable)
- Leadville (good walkability)

Action: Pursue grants and other financial incentives for implementing walkability measures.

Action: Apply for a Safe Routes to School grant to create a new sidewalk along Hwy 40 from 9th Street to the high school.

Objective: Work with CDOT to address some of the traffic problems with Hwy 40, calm traffic downtown and make the area more walkable.

Action: Explore the possibility of adding raised crosswalks, bicycle lanes, speed humps, and appropriate signage at key intersections downtown.

Action: Explore the possibility of installing a teed, landscaped median that would divide the east and west-bound lanes of Hwy 40 that run through downtown Kremmling.

Goal: Signage

Ensure the existence of attractive, tasteful, unobstructive private and public signage throughout the community that efficiently directs residents and visitors to businesses, transportation routes, cultural and recreational opportunities, and other places and facilities of interest.

Objective: Maintain a strong, fair, and simple code limitations on the size, design, color, and brightness of signs in Kremmling, particularly in the downtown area.

Action: Form a commercial signage steering committee and conduct a series of workshops with local business owners to gain a thorough understanding of their signage needs and wants.

Action: Evaluate the ways that other communities regulate signage and the subsequent results.

Action: Revise the current sign code as a part of the general land use code update.

Objective: As part of an overall branding campaign, develop a public way-finding signage plan designed to direct residents and visitors to places and facilities of interest in Kremmling.

Action: Form a way-finding signage committee and canvass downtown and other key areas to determine where public directional signage would be the most effective and helpful to people trying to find their way.

Action: Based on the findings of the canvassing effort, create a map identifying the locations of proposed way-finding signage.

Action: Coordinate the effort with business owners, Grand County, and CDOT for placement in a variety of locations that may be outside Kremmling's jurisdiction or on private property.

Action: Coordinate the look and overall design of the signs with the broader branding effort for the town as a whole.

Action: Install the signs, accounting for ongoing maintenance in the budget.

Goal: Parking

Ensure an adequate supply of parking throughout the community, but particularly in the downtown area, to accommodate year-round demand from residents, visitors, and business owners.

Objective: To directly address current seasonal parking demand issues that lead to shortages of parking space supply in the downtown area and restrict where cars can park and for how long.

Action: Observe the downtown area during various times of year, including off-season and peak rafting season, when the majority of the parking problems occur, noting the following items:

1. Where are people parking?
2. Are they frequenting Kremmling businesses?
3. How many rafters are parking downtown?
4. What time of day are they parking?
5. How long are they parking for?
6. What businesses are being impacted by seasonal parking changes?
7. Where would it be appropriate for rafters to park if they are not patronizing local businesses?

Action: As a result of the findings, institute restrictions on parking in strategic locations, which may include the following:

1. “No parking” zones in areas where it is inappropriate to park; Enforce these restrictions by ticketing and/or towing vehicles;
2. “Rafters parking area” in places where it is appropriate for rafters to park; consider establishing parking lots where rafters pay to park.

Objective: To directly address current seasonal parking supply shortages in the downtown area, explore ways to increase the number of parking spaces available to visitors and residents.

Action: Explore the possibility of providing more parking spaces on Main St. and in the downtown area through conventional and alternative parking solutions, including:

1. Angled parking;
 - a. Specifically, to increase the number of vehicles accommodated compared to parallel parking.
2. Alternative parking locations with directional signs;
3. Dedicated parking lot or garage.

Objective: Develop a formal strategy for addressing the town’s overall medium to long-term parking needs.

Action: In addition to evaluating the feasibility of a comprehensive parking study—particularly with attention to downtown—pursue collaborative solutions with entities like Grand County Government through possible IGAs for fairgrounds parking, and work alongside businesses that contribute to parking demand to create mutually beneficial arrangements. As the town considers funding methods for both study and implementation, including the potential acquisition of land for additional parking lots or structures, efforts should prioritize maximizing parking supply for all users rather than reserving spaces solely for customers. These measures will support the overarching goal of addressing seasonal shortages and advancing medium- to long-term parking strategies, while complementing subsequent objectives related to architecture, aesthetics, and community design.

Action: Explore different methods of funding for the study and implementation measures, which may include the acquisition of land for parking lots and/or structures.

Goal: Architecture and Aesthetics

Establish regulations and funding sources designed to ensure that new and existing public and private developments are attractive, contribute to a desirable community image, and set a high standard for future development.

Objective: Ensure that the land use code provides for the regulation of architecture and landscaping associated with new or existing development.

Action: *The Planning and Zoning Commission to* evaluate the portion of the code that addresses community design, and revise as needed to provide the ability for officials to require the following:

- Architecture that consists of a variety of building materials, changes in roof line, wall articulation, and interesting architectural features;
- Landscaping that consists of street trees, a variety of plants, and an appropriate ratio of live to inanimate materials, such as mulch or rock.

Action: Perform regular code enforcement sweeps in targeted areas to ensure that the community stays clean and attractive.

Objective: Explore and establish funding sources to address issues related to the aesthetics of existing private structures and public infrastructure.

Action: Explore the use of urban renewal and tax-increment financing to address issues of blight that impact overall aesthetics, including deteriorating structures, overhead power lines, cracked pavement, damaged or non-existent sidewalks, or similar.

Action: Explore the possibility of acquiring CDBG, HUD, or other community development funds to establish programs for business façade remodeling, home weatherization and remodeling, public art, tree-planting, or other beautification projects. Revisit urban renewal concepts such as Downtown Development Authorities (DDAs) and Urban Renewal Authorities (URAs).

Action: Work with CDOT to provide attractive entrances to the community.

Transportation and Utilities



Inadequate public and quasi-public infrastructure has the potential to sabotage a community’s ability to thrive and grow. Such services are often taken for granted, but are critical to sustaining the day-to-day activities of residents and business owners, and are sorely missed when absent or inadequate. For example, inadequate transportation networks can create unsafe traffic conditions and cause motor vehicle accidents, and undersized water and sewer lines can limit the types and number of businesses that can locate in a given area of town. Such service inadequacies make it difficult for a community to attract businesses and residents.

Unfortunately, the high cost of infrastructure construction and maintenance is often a barrier to community development, which can be difficult to overcome, especially during economic downturns. One solution for addressing this problem, at least for public agencies, is the implementation of “adequate public facilities” policies designed to ensure that new development “pays its own way” and does not place an undue financial burden on the municipality. Some municipalities are also investing in the planning and construction of communication infrastructure, such as broadband facilities.

Public infrastructure addressed in this plan includes: highways, local streets, collector and arterial roadways, water, sewer, and storm water facilities. Quasi-public infrastructure addressed in this plan includes communication networks (cell towers, fiber-optic cable, and broadband) and power infrastructure (gas and electric lines).

The utilities portion of this Comprehensive Plan provides general information on the existing water, wastewater, roadway, and stormwater systems within the Town of Kremmling. It is not within the scope of this plan to provide a comprehensive analysis of each utility, but rather to establish a general understanding of these systems. Additional information, including a comprehensive analysis of existing utilities, a detailed capital improvement plan, and a utilities master plan, should be completed to help understand where these infrastructure improvements are needed.

Water, Sewer and Storm

Water service in Kremmling is provided by the Town and administered through the Public Works Department, which is staffed by a Director and three full-time Town employees. Sewer service is provided by the Kremmling Sanitation District, which is administered by a 5-member board of directors and assisted by a consultant engineer. Stormwater detention facilities are typically provided on individual development sites where it is gradually released into the public gutter system, which generally indirectly empties into either the Colorado River to the south of town or Muddy Creek to the north.

Kremmling Sanitation District

The sanitary sewer collection and treatment systems are operated by the Kremmling Sanitation District (KSD). The Town of Kremmling does not directly operate, fund or maintain the sanitary sewer system. The KSD staff and its elected board are solely responsible for the day operation, maintenance, and planning of all sanitary sewer systems related to work. The Town should work closely with the KSD to cooperatively plan and encourage municipal growth. The KSD is charged with receiving and treating any wastewater generated by new developments within the district's boundaries. A map showing the boundaries of the KSD is located in the Appendix of this report.

The existing sewer treatment facility that serves the Town of Kremmling consists of three (3) aerated lagoons, one (1) settling pond, and a treatment building housing a filter and UV disinfection system. There are two capacity limits that the treatment plant operates under: flow and organic loading. The plant may receive and treat up to 300,000 gallons per day of wastewater and 600 lb. BOD₅ (Five-Day Biochemical Oxygen Demand) per day.

The facility currently receives flows up to 150,000 gallons per day and a solids loading of 312 BOD₅ per day. This illustrates that the plant currently operates about 50% hydraulic capacity and 52% organic capacity. The current population served by the KSD is approximately 1,440 full-time residents, equating to a per capita wastewater generation of 104 gallons per capita per day.

It follows that the remaining hydraulic capacity of the treatment plant (150,000 gallons per day) will allow approximately 1,440 additional full-time residents to be served, assuming comparable development to the existing district.

A more convenient way to express wastewater treatment capacity and development contribution is through the single-family equivalent (SFE) method. The SFE method is utilized for both hydraulic and organic capacity ratings. Typically, 200 gallons per day is considered on SFE. Assuming 200 gallons per day of wastewater flows are generated per single-family unit, a capacity of 750 SFE remains. In other words, the existing treatment facility can be assumed to be capable of treating approximately 750 additional single-family households. The SFE method assumes customers are producing typical domestic wastewater.

Development such as industrial manufacturing can generate wastewater with a much higher SFE rating, as the wastewater has a higher BoD loading.

Water Treatment and Distribution System

Major water distribution system improvements in Kremmling were completed in 2009 and 2010 and were funded through grants. These projects included the replacement of the water distribution lines in the Kremmling Country Subdivision. In discussion with Town staff, there is one area in particular where additional improvements may be required. The Town wishes to extend the existing 4" water line from the fairgrounds to the Federal Express building to provide looping for fire protection in this area. There is an existing abandoned tank in this area that could be utilized for fire flow if it is found to be adequate and safe for water storage.

The existing water treatment plant is reaching the end of its useful life and should be planned to be replaced within the next five years. A preliminary cost estimate for the replacement of the existing water treatment plant was done in 2010. The cost at that time was estimated to be around \$2,600,000.

The Town of Kremmling is undertaking the replacement of its existing water treatment plant with a modern ultrafiltration processing system. The current facility, located west and outside the incorporated boundaries of Kremmling, has reached the end of its useful life, making its replacement necessary. The new water treatment plant will be constructed at the same site as the existing facility, featuring a new treatment building designed to house the proposed upgrades.

Once completed, the upgraded plant will have the capacity to produce 2.6 million gallons per day (MGD), equivalent to approximately 1,800 gallons per minute (gpm). The Town's water sources for the facility include Sheep Creek, Jones Reservoir, and the Colorado River.

In 2023, the Town chose the Construction Manager at Risk (CMAR) approach for the project's delivery. Hensel Phelps has been contracted as the CMAR. This method allows the Town to engage a contractor early in the design phase, ensuring an open books guaranteed maximum price (GMP) is provided during design. The CMAR conducts constructability reviews at the

30%, 60%, and 90% design stages, contributing to a thorough evaluation and minimizing the potential for change orders during construction. After the design is finalized, the CMAR transitions into the role of contractor to build the project, ensuring that all parties have had opportunities for input and review throughout the process.

The current total estimated cost for the project is \$17.5 million. Construction is expected to begin in the summer of 2025, with completion anticipated in the fall of 2026. To date, \$300,000 has been received from State Revolving Funds for design and engineering costs. Additionally, the Town has secured \$1 million in grant funds from the Department of Local Affairs (DOLA) and a loan totaling \$15,718,366 from the State Revolving Fund, which includes \$3,000,000 in up-front principal forgiveness.

Stormwater

The Town needs better documentation of existing stormwater infrastructure and stormwater issues. A stormwater management plan should be completed to document existing conditions and recommend improvements. This will bring the community closer to federal requirements. Any new development should be required to develop its site in accordance with City Standards and accepted engineering requirements.

Transportation

The Park Ave/US Hwy 40 Corridor is the primary commercial corridor through Kremmling and serves as the town's "Main Street" in the downtown area. This corridor extends more than two miles from one side of town to the other and represents the most likely location for new growth and development.

The Union Pacific rail line runs roughly parallel with Hwy 40 from east to west along the town's southern boundary, helping define another important business area.

The area between the rail line in the south and Hwy 40 in the north contains the town-owned airport and nearly all other industrial properties.

State Hwy 9 cuts from Sixth Street through the heart of Kremmling's industrial zone before turning south and crossing the Union Pacific rail line towards Green Mountain Reservoir and Silverthorne. 22nd Street is a secondary, commercial corridor that branches off from Park Ave to the north.

Roadway

Overall, the roadway system in Kremmling is in poor condition or lacks regular maintenance. A Roadway Condition Master Plan was developed in 2024 and adopted by the Board of Trustees on April 16, 2025. The following sections describe several specific areas of concern. More information, a full roadway conditions evaluation, and cost estimates are available in the Roadway Condition Master Plan.

There are several needed roadway improvements that have been detailed by Town staff. During the 2010 Kremmling Country Water Line Replacement Project, Town officials decided not to repave street cuts in order to provide more money for additional water lines. These roads within Kremmling Country remain unrepaired today. The pavement adjacent to these trench cuts is of poor quality and requires replacement as well. All roads within Kremmling Country should be repaved. This amounts to approximately 6,500 linear feet of roadway paving and is a project that has been identified for completion as a part of the Capital Improvements Plan.

The second area of concern is the roadway along First, Second, and Depot Streets. This roadway is gravel with some areas of deteriorating asphalt. It has primarily been used for railroad activity for the line directly to the south. Several power poles are being removed to clear the right-of-way, and town staff would like to pave this street because it is a relatively well-traveled road utilized by businesses in the area.

Airport –

The airport has significant potential to serve as a regional and economic hub of commerce. An Airport Advisory Committee has been formed to explore and identify problem areas, plan future improvements, provide research, support, and make recommendations to the Board of Grand County Commissioners on matters concerning the airports.

Railroad –

The Town has had discussions with Amtrak to provide a stop in Kremmling. Continue to work with the railroad to once again have a train stop in Kremmling.

The Colorado Department of Transportation (CDOT) has been working to enhance transportation options for the Rocky Mountains, including using the existing rail infrastructure that extends from Denver to Craig. Kremmling is currently under consideration for one of the station locations.

Gas, Electrical and Communications

Natural gas services are provided by Xcel Energy. Electrical service is provided by Mountain Parks Electric. Internet service is provided by Qwest Communications and other local providers. Most of these service lines will need to be extended for any new larger development.

Public Input

Staff received the following input from the public and elected officials regarding the town's infrastructure and utilities:

- Local street system is in desperate need of repair in some areas
- Airport is an asset, but is under built and needs improvement
- There is no longer a train stop in town
- Hwy 40 runs through downtown Kremmling which helps and hurts the town

- Town water system could pose a problem and limit growth
- Significant work has been done on the water system
- The sanitation district may need expansion and possibly a new wastewater treatment plant
- Expand cell phone zones
- Utility capacity for three-phase power and natural gas is limited
- Expanding broadband is essential for the town's growth. Improved high-speed internet supports education, healthcare, and remote work, attracting families and businesses. Better connectivity also helps local companies, emergency services, and community access to information. The town can seek partnerships and grants to deploy advanced broadband infrastructure and remain competitive.

Definitions

1. *AARA* – The American Recovery and Reinvestment Act, which provides federal funding for a variety of infrastructure projects.
2. *Aerated lagoon* – In the context of waste-water treatment, an open waste pond used in the treatment process.
3. *Arterial Street* – The largest non-highway category in the hierarchy of street capacities, also known as a major thoroughfare; capable of carrying large amounts of traffic to provide access to commercial and industrial areas
4. *Broadband* – Refers to the most efficient internet service available
5. *Collector Street* – The next smallest category in the hierarchy of street capacities; generally constructed as intermediary routes connecting major thoroughfares to local streets found in residential areas.
6. *DORA* – The Colorado Department of Regulatory Agencies, which contains the Public Utilities Commission.
7. *Local Street* – The smallest in the hierarchy of street capacities generally constructed for use within neighborhoods for residential access.
8. *Right-of-Way* – A term generally used to refer to strips of land owned by federal, state, county or local governments for the provision of roads, shoulders, curbs, gutters, sidewalks, and other improvements.
9. *Single Family Equivalent (SFE)* – In the context of wastewater treatment, for demand projection purposes, the assumption of how much wastewater is typically generated by a single-family home, generally 200 gallons per day.
10. *Three Phase Power* – Refers to a level of electrical infrastructure that is required by most industrial uses and other heavy power users.
11. *Traffic Calming* – A number of different measures that can be taken to slow traffic and reduce its overall impact in pedestrian-oriented areas.

Goal: Transportation and Utilities

Ensure that appropriate transportation infrastructure and facilities exist to support future growth in the community, while continuing to adequately serve existing residents, businesses, and visitors.

Objective: Consider developing a transportation master plan for the Kremmling area.

Action: At a minimum, include the following in the plan:

- Road classification system map (local, collector, arterial);
- Cross-section standards for each classification;
- Potential/proposed road alignments in the future growth area;
- Evaluation of the condition of town road and sidewalk system;
- Recommendations for repair and prioritized work schedule;

Objective: Build on the recent improvements made to the water system by developing a 5-year capital improvement schedule which prioritizes repairs and new construction based upon need and available resources.

Objective: Work with the Sanitation District to identify and address deficiencies in the sanitation system that may be limiting growth or impacting quality of life. The Town and the Sanitation District should collaborate to address deficiencies and improve their relationships with one another.

Action: Begin by opening dialogue with the District and voicing concerns about the current state of the system and the system's capacity for growth.

Objective: Evaluate untapped public financing methods for infrastructure maintenance, repair, and construction, such as tax-increment financing and state and federal grants.

Action: Establish the Kremmling Urban Renewal Authority, perform blight studies on targeted portions of town, and establish tax-increment finance districts in the areas that need the most help.

Objective: Evaluate current policies to determine whether or not new development is required to “pay its own way” in terms of providing adequate public infrastructure to serve proposed projects. Ensure development is paying its own way and costs are not passed on to existing citizens. If the town proves to be absorbing an unsustainable proportion of the public improvements required for development, develop an “adequate public facilities” ordinance to address the problem.

Action: Hire a consultant to evaluate Kremmling's codes and ordinances and update its adequacy requirements.

Objective: Better utilize the airport as an asset and potential driver for economic development. Utilize the Airport Advisory Committee to investigate ways to expand it and increase potentially beneficial air traffic through Kremmling.

Action: Determine what size airplane and overall level of air traffic the town wishes to serve and expand the existing facilities to accommodate those specifications. It may be necessary to hire a consultant to perform this task.

Objective: Work with the Colorado Department of Transportation (CDOT) on the Mountain Rail Project in order to re-establish a train stop in Kremmling. Collaborate with surrounding towns that are also under consideration for a stop within the Mountain Rail Project for funding prospects.

Action: Open a dialogue with CDOT to understand what it would take for them to re-establish a stop in Kremmling.

Objective: Work with outside utility and communication service providers to address limitations to growth by expanding cell zones, increasing the availability of three-phase power to support industry, and expanding improved broadband availability.

Action: Continue partnering with communication companies and investing public funds in the expansion of fiber optic, broadband, or cell networks to help support and encourage commercial growth in the area.

Recreation, Open Space and Culture



Located in the heart of Grand County, Kremmling, Colorado, serves as a central hub for outdoor recreation and rural living. Nestled in the scenic Middle Park Valley at the confluence of the Colorado River, Blue River, and Muddy Creek, the town offers panoramic views of surrounding mountain ranges and easy access to major regional destinations, including Steamboat Springs, Silverthorne, and Winter Park. This unique location makes Kremmling a natural gathering place for residents and visitors seeking outdoor adventure, small-town charm, and a strong sense of community. Historically rooted in ranching and the railroad, Kremmling retains its agricultural identity while embracing its modern role as “The Sportsman’s Paradise.” Popular recreational assets include Wolford Mountain Reservoir, the Colorado River, Gore Canyon, and a wide network of public lands. Activities such as fishing, hunting, hiking, rafting, OHV riding, snowmobiling, and camping define the area’s outdoor culture. Locally, parks, athletic fields, and recreation programs provide important gathering spaces and support youth sports, community events, and year-round wellness.

In 2023, the Town hired a Parks and Recreation Coordinator, who transitioned to full-time employment in 2025, supported by a seasonal recreation assistant. The Recreation Department is focused on enhancing the community's quality of life by providing accessible and affordable

recreational opportunities. Its mission is centered on preserving the town’s distinct history, culture, and character.

The department aims to serve as a resource for all residents by offering a variety of high-quality parks, facilities, and programs designed for individuals of all ages and abilities. By maintaining diverse recreational options, the department supports both community wellness and social engagement. The Parks and Recreation Department is dedicated to developing innovative and inclusive opportunities that benefit the entire community. Initiatives are intended to foster healthy growth and promote active lifestyles, while simultaneously protecting the area's natural and historical assets.

Definitions

1. *Park* – A piece of open space that has been developed for specific recreational purposes, including playgrounds, walking paths, and sports fields.
2. *Neighborhood Park* – A smaller park that serves a single neighborhood generally found along local streets.
3. *Community Park* – A larger park that serves multiple neighborhoods generally found along collector or arterial streets.
4. *Open Lands* – An undeveloped piece of open space that is either used for agricultural purposes or remains in its natural condition.
5. *Trail* – A developed multi-purpose pathway with an all-weather surface, generally wider than a standard sidewalk, and located outside the public right-of-way.
6. *Greenway* – Long strips of open space generally found along utility rights-of-way that can be used as a trail, but is not always developed as a trail.
7. *Level of Service* – In the context of parks, a quantitative metric, generally expressed in acres per thousand people, that allows communities the ability to provide the appropriate amount of acreage as populations grow.
8. *Service Area* – The geographic area served driven by a given park. Generally, parks have a service area of one-half mile, and community parks have a service area of one mile.
9. *GOCO* – The Great Outdoors Colorado, a grant program that allocates funds from the State lottery for use in the acquisition and development of open space.
10. *BLM* – The Bureau of Land Management, a federal organization that owns and manages millions of acres of open space nationwide.
11. *Habitat* – Land in its natural state where animals live.

Goal: Parks, Trails, and Recreation

Increase community quality of life, attractiveness and identity by providing recreational opportunities through the sustainable creation and maintenance of a system of interconnected parks, trails, and recreation facilities.

Objective: Emphasize the importance of parks and trails in the community and ensure that they are built. Develop a “parks master plan as a specific implementation component of the Kremmling Comprehensive Plan.

Action: Collaborate with the West Grand Recreation Foundation to support the development of sustainable recreational and athletic programs for all ages in West Grand, fostering community engagement, healthy lifestyles, and lifelong participation.

Action: Identify sources of funding for the planning effort, which may include general funds, GOCO and/or other grants, urban renewal/TIF, or private donations.

Action: Work with the community to develop the master plan and establish a work schedule.

Objective: Provide conventional neighborhood and community parks in a variety of types and sizes to meet the needs of Kremmling residents.

Action: Provide and enhance parks closest to more populated neighborhoods. Feature Picnic areas, playgrounds, smaller informal play fields or grassy areas and/or walking paths.

Neighborhood parks should be planned according to the following specifications:

- Park size: 5-20 acres
- Level of Service: 2.5 acres per 1,000 residents
- Service Area: .5 miles (.25 mile walking distance)
- Location: Local streets and small collectors

Action: Provide and enhance community parks with larger-scale amenities and improvements; these features include, but are not limited to, programmed sports fields, courts, and dog parks. Keeping in mind that such facilities will have a bigger impact on neighborhoods.

Community parks should be planned according to the following specifications:

- Park size: 20-100 acres
- Level of Service: 5 acres per 1,000 residents
- Service Area: 1 Mile (.5 mile walking distance)
- Location: large collectors and arterial streets

Action: Work together with other existing entities to provide other needs/facilities that cannot be fulfilled by the town's facilities alone. These partnership entities

include: West Grand School District, Middle Park Health and Wellness Center, and the West Grand Recreation Foundation.

Objective: Provide regional parks with very large-scale and specialty amenities such as golf courses, ice arenas, kayak parks, motocross/snowmobile competition facilities, stock car/baja buggy raceways, rodeo arenas, or similar facilities. Such facilities may need to be located on the outskirts of the community, along Highways 9 or 40, or other major arterials, due to the specific impacts they could generate.

Action: Explore the possibility of locating a facility to accommodate motocross, baja buggy, snowmobile or similar race events. Issue an RFP for private companies that own and operate such facilities and/or investigate the feasibility of constructing and operating a Town-owned facility.

Objective: Work with existing business owners and other agencies when necessary to provide camping and RV facilities to meet existing demand and attract visitors to the area in the future. (Reword)

Action: Assess the need for additional camp sites and/or RV facilities to accommodate visitors' lodging needs.

Action: Explore the feasibility of Town-owned and operated camping and RV facilities.

Objective: Work to upgrade and/or expand the Red Mountain Sports Complex in order to address safety issues and to attract regional sporting events.

Action: Work with the community to identify possible renovations for the ice arena that will address safety issues and improve the seating capacity.

Action: Evaluate if it is more cost-effective to rehabilitate the Red Mountain Sports Complex or construct a new one.

Action: Identify funding sources such as grants, private investment, and partnerships with other recreation or school districts for the ice arena.

Action: Work with the School District to see if there is an interest in a high school team, so there is a primary user of the rink.

Action: Consider hosting OHV events or motorized sports clinics at the Red Mountain Sports Complex.

Objective: Enhance existing park infrastructure. Ensure the safety, accessibility, and longevity of existing parks and public spaces through consistent upgrades and maintenance.

Action: Conduct a comprehensive assessment of existing park amenities and infrastructure to identify short- and long-term needs.

Action: Implement a phased renovation plan for existing parks and community spaces, including upgraded restrooms, ADA-accessible paths, irrigation systems, and field improvements.

Action: Establish an annual maintenance and capital improvement schedule with budget allocations for routine repairs and preventative care.

Action: Incorporate sustainable design standards and environmentally friendly materials during upgrades and renovations.

Action: Seek feedback from park users regularly to guide improvements and ensure facilities continue to meet community needs.

Objective: Expand recreation opportunities and programs. Increase the availability and diversity of recreational programming that meets the needs of Kremmling’s residents year-round.

Action: Conduct biannual community needs assessments and surveys to guide new program offerings and adjust existing ones.

Action: Develop seasonal programming calendars for youth, adults, and seniors — including sports leagues, fitness classes, outdoor education, arts, and cultural events.

Action: Establish partnerships with local schools, nonprofits, and neighboring towns to share resources and co-host events.

Action: Hire or train additional staff or volunteers to support program growth, ensuring offerings are well-organized and of high-quality.

Action: Explore the use of indoor and outdoor spaces for flexible, year-round programming — especially during winter months.

Objective: Develop a connected trails network. Create a safe, accessible, and scenic network of multi-use trails that connects parks, neighborhoods, schools, and natural areas.

Action: Design and implement a town-wide Trails Master Plan that identifies short-term connections and long-range network goals.

Action: Begin development of a flagship trail system originating at Red Mountain Sports Complex, with loops and spurs connecting key destinations.

Action: Collaborate with landowners, the State Land Board, and regional stakeholders to secure access or easements for new trail segments.

Action: Incorporate wayfinding signage, maps, benches, and trailhead features to improve navigation and enhance trail experiences.

Action: Pursue grant funding and outdoor recreation partnerships to support trail construction, signage, and maintenance.

Objective: Strengthen community connection, engagement, and inclusion. Foster a stronger sense of community through gathering spaces, volunteerism, and inclusive participation in parks and programs.

Action: Upgrade and create public gathering spaces such as pavilions, picnic areas, outdoor gathering spaces, and event staging areas — particularly at Town Square and Red Mountain Sports Complex, and Doc Ceriani Park .

Action: Support community-led events and festivals by improving infrastructure (e.g., electrical hookups, storage, signage) and providing logistical assistance.

Action: Launch a formal parks volunteer program to involve residents in beautification, trail workdays, coaching, and event support.

Action: Improve public communication through diverse outreach methods, including social media, printed newsletters, school flyers, and local business bulletin boards.

Action: Incorporate inclusive planning practices — ensuring programs and spaces are affordable, accessible, and representative of Kremmling’s full population.

Goal: Natural Areas and Open Spaces

Enhance community quality of life, attractiveness and identity by preserving significant views, interesting physiographic formations, diverse habitat and productive agricultural land as Kremmling grows and begins to encroach on surrounding resources in the future.

Objective: Preserve the agricultural areas and lands of statewide concern that surround the community for economic and educational purposes, and to eventually help insulate Kremmling from the potential encroachment of other communities in the future.

Action: Work with Grand County to evaluate the possibility of establishing a “no development” policy in the agricultural areas around Kremmling.

Action: Work with town residents and owners/operators of surrounding agricultural lands to establish farmers' markets and other methods of marketing agricultural products directly to town residents to help support local agricultural providers and provide incentives for agricultural land uses to continue in the area.

Objective: Preserve stunning natural formations in the area for aesthetic, recreational and educational purposes.

Action: Work with Grand County or consider annexing lands with aesthetic and/or recreational value and establishing a "no development" zone in those areas.

Objective: Preserve the natural habitat around Muddy Creek to the north of town for sustainability, recreational, and educational purposes.

Action: Maintain enforcement of floodplain regulations limiting development near such waterways.

Action: Work with the local sanitation district to ensure that best practices are being adhered to and local waterways are not being polluted.

Action: Work with state and federal authorities to ensure local businesses with high potential to pollute (gas stations, truck wash-outs, feed lots, dry cleaners, oil-change facilities) are not doing so.

Objective: Identify and promote natural resources that may be outside the town's likely future boundaries, but that are accessible to town visitors and residents, and therefore serve as an attraction to the area.

Action: Consult BLM inventory of natural resources near Kremmling and advertise those resources as area attractions to benefit Kremmling.

Action: Promote year-round activity availability, including skiing, hunting, fishing, and motorized sports.

Goal: Historic Preservation

Create and maintain an environment in Kremmling where the preservation of historic and prehistoric structures, sites, artifacts, and areas is valued, encouraged, and facilitated, but not mandated to a degree that compromises the rights of private property owners or unnecessarily perpetuates the existence of dilapidated buildings.

Objective: Work with the Kremmling and Grand County Historical Association to establish and promote a voluntary local historic registry program that documents and promotes the existence of important historic buildings, sites, and areas for preservation purposes and to attract visitors.

Action: Evaluate historic buildings and sites in the community and update the existing historic resource map on a regular basis so that an accurate inventory exists. Additions may include:

- New Heritage Park buildings
- Existing archeological sites in Grand County (coordinate with BLM)
- Other appropriate sites TBD

Action: Update “historic structure walk” program to promote the historic resources in town and serve as an attraction for visitors and residents.

Action: Work to expand the Historic Preservation Society in Kremmling.

Action: Work with Heritage Park in Kremmling to promote the museum.

Objective: Investigate different sources of funding available and pursue historic preservation projects, programs and/or activities as needed.

Action: Work to establish Historic Park as a highlight of the community by expanding its overall area and restoring it as necessary.

Action: Be cautious when considering the establishment of historic districts to get tax credits so as not to infringe on owner’s rights.

Community Engagement and Special Events



The establishment and maintenance of an amicable and productive dialogue between municipal governments and the communities they serve is an effective way to share information, build partnerships, establish trust, and efficiently work towards common community goals.

The Town of Kremmling can engage the community in a number of different ways, including: public notice of Town activities, creation of programs designed to cultivate public/private partnerships, and support for existing community organizations and volunteer programs.

Definitions

1. DOLA – State of Colorado Department of Local Affairs

Goal: Community Engagement

Develop and maintain a wide variety of methods by which the Kremmling Town Government engages the local citizenry for purposes of information dissemination, requests for input, and active promotion of specific programs or initiatives.

Objective: Simplify and enhance existing and predominant “word of mouth” communication process by developing online and print communication that discusses

opportunities to volunteer, event planning methods/resources, and ways to suggest ideas to the Town.

Action: Print directories and business/asset maps, trail maps, etc., and have them in all businesses.

Action: Identify and develop relationships with media outlets that can be of assistance to the Town in community engagement activities.

Action: Provide a social media presence for Kremmling and regularly update it.

Objective: Address staffing and budgetary limitations by seeking out support from various sources that can be helpful in assisting the Town's community engagement efforts.

Action: Consider partnerships amongst business owners and between public and private entities that encourage property improvement.

Action: Local members of non-profits and the creative industry should continue to attend regular meetings with Grand County.

Action: Work with DOLA to develop regular communication and a strategy with BLM and CDOT.

Objective: Address staffing and budgetary limitations by employing a variety of methods for recruiting volunteers to assist the Town in its community engagement efforts.

Action: Create a volunteer clearing house with skills offered and job descriptions entered online.

Action: Consider addressing the issue of "idle youth" by creating a Youth Corps program to provide employment for younger residents.

Objective: Address the apparent disconnect between potential volunteers and groups needing assistance in the community.

Action: Develop processes and written communications to clearly outline how community members can engage in decision-making and planning in the community, and how to request financial or facilities support for events or activities.

Action: Create a citizens' academy to educate community members on opportunities and develop a group of trained citizens ready to succeed.

Action: Develop a youth council to advise the Town Board and have a youth position on various boards and organizational committees in the town.

Action: Involve youth in planning community events, designing physical improvements, and other projects that involve younger residents in civic matters.

Goal: Special Events

Develop and maintain a wide variety of special events that attract visitors, boost the economy and strengthen the desired image of the community as a destination.

Objective: Establish artisan and family-oriented events that are complementary to the Kremmling image and lifestyle.

Action: Establish a committee of individuals that have proven to be passionate, successful event-planners in Kremmling, and task them with planning the following kinds of events:

- Movies in the Park
- ½ marathons
- Music & Market in the Square
- Mural painting
- Wild Game Potluck

Objective: As Kremmling grows into a well-known recreation destination for young people, continue to avoid large drug- and alcohol-oriented festivals that may have negative impacts on the town.

Action: Work with Grand County to limit the kinds of festivals that can occur in the vicinity of Kremmling.

Objective: Maintain the success of existing events such as Kremmling Days – Father’s Day, 4th of July, Middle Park County Fair and Rodeo.

Action: Continue to provide as many resources as is feasible to ensure the success and maximize on existing events.

Action: Evaluate the existing events to ensure their continued success. Look for opportunities to improve them.

Public Safety and Nuisances



The old saying “never judge a book by its cover” may be true from certain perspective, but people place a high level of importance on the appearance of a community when considering whether or not to visit, live, or do business in the community. As a result, keeping Kremmling clean, safe and inviting is tantamount to attracting new development, infrastructure, investment, jobs, and long-term residents who take pride in their surroundings.

Community Revitalization

The term “urban renewal” had its genesis in the mid to late 1800’s but extended well into the 1900’s when clean-up and redevelopment efforts were initiated in response to deteriorating conditions that had developed in large cities such as New York and Chicago as a byproduct of the Industrial Revolution in the United States. The movement resulted in historically significant efforts such as the development of Central Park in 1857 New York City, Daniel Burnham’s 1909 Plan for Chicago, and the widespread redevelopment of large swathes of New York City by Robert Moses beginning in the 1930’s, which included parks, highways, bridges and housing projects. Moses pioneered the use of “public authorities” for renewal purposes.

Those “public authorities” have been refined today into two types of entities, “urban renewal authorities”, which typically have jurisdiction over entire municipalities, and “downtown

development authorities”, which are generally only concerned with small portions of a community. Generally, the most pleasant and effective way to clean up a given community is to use the power of urban renewal and/or downtown development authorities to put incentives in place to help people address issues that they may not be able to tackle otherwise, in the form of urban renewal and beautification programs.

Code Compliance

Sometimes, the only way to achieve widespread sufficient compliance with the Town’s codes and ordinances is by issuing warnings and eventually citations that require property owners to pay a fine. As a result, it is very important to ensure that residents and business owners are aware of the importance of having a clean community, what the rules are, what resources are out there to help them, and what the consequences are for violation.

Following the definitions is a brief assessment of the community in terms of potential code violations and the possibility for urban renewal as defined by the State of Colorado. The assessment is followed by a series of goals, objectives, and actions designed to address code enforcement and community revitalization issues in Kremmling.

Definitions

1. *Blight* – A generic term commonly used by many to refer to unattractive buildings or parts of town that are in need of repair or cleaning up. Blight has a very specific legal meaning as defined by the State of Colorado (and other states), referring to a list of specific conditions that must be present in an area in order for municipalities to use certain urban renewal powers, undergo certain activities, and employ certain funding mechanisms.
2. *Code Enforcement* – Exercising police powers inherent to a municipality to ensure that local ordinances are not violated.
3. *Nuisance* – A term commonly used by municipalities to refer to light, odors, noise, traffic or other byproducts of development that can negatively impact communities and detract from the quality of life.
4. *Urban Renewal* – A term referring to the removal of “blight” from a community, which carries special legal significance with respect to the powers and funding mechanisms municipalities have at their disposal.
5. *Urban Renewal Authority* – A decision-making body established through a specific legal process for the sole purpose of eliminating “blight” from a given community.
6. *Downtown Development Authority* – Similar to an urban renewal authority, but with slightly different powers, responsibilities, and jurisdiction.
7. *Blight Study/Conditions Survey* – Synonymous terms that refer to the documentation of blight factors (as described above) in a community or specific area of a community for the purpose of establishing an urban renewal authority, or if an authority has already been established, for the purpose of establishing a tax increment finance (TIF) District.

8. *Tax-Increment Financing* – A funding mechanism that is available for use by Urban Renewal Authorities and Downtown Development Authorities and the Downtown Development Authorities and whereby future tax improvements are used to make current improvements to properties found to be blighted as defined by the State.
9. *CDOT* – Colorado Department of Transportation. This state organization is responsible for, among other things, maintaining all state roadways, such as Hwy 40.
10. *Sweep* – A term used by municipalities to describe an initiative that targets a certain neighborhood or part of town for code enforcement action.

Assessment

The level of “blight” around town is a common concern expressed by key members of the community. Observed blight factors include deteriorating buildings, underutilized or vacant properties, unsightly storage of junk and trash, deteriorated roadways and infrastructure, and potentially unsafe traffic conditions.

Goal: Code Compliance. Establish, advertise, and enforce ordinances designed to address blight and nuisance issues to keep Kremmling clean, safe, and inviting for residents, visitors, and business owners and operators.

Objective: Ensure that codes related to community design and nuisance abatement are clear, enforceable, and fair, and accomplish the ultimate goal of a clean, safe, and inviting Kremmling.

Action: As a part of the upcoming zoning code update, address issues related to community design and nuisance abatement.

Action: Ensure that residents and business owners have sufficient opportunity to provide input during the code revision process regarding what is and is not acceptable in terms of appearance.

Objective: Target areas of town for code enforcement “sweeps” designed to employ a focused and forceful Town response to areas in need of clean up.

Action: Canvass the town and determine which areas need the most help, prioritize into a list and develop a schedule.

Action: Begin the process by promoting annual clean up days that are voluntary and open to all residents.

Action: Issue public notices that explain when the “sweeps” will occur and encourage property and business owners to address issues including:

- Storage of trash and junk
- Structures or portions of structures that are deteriorated, unsafe or uninhabitable

- Basic lawn maintenance
- Excessive noise, dust, odor, or light

Action: Follow up after the deadline with a “sweep” and issue citations for remaining code violations, make an effort to work with property owners who may not have the financial means to address extensive problems requiring expensive mitigation. Offer urban renewal assistance when available.

Action: Issue frequent public service announcements to remind residents and business owners that the Town is actively monitoring property conditions and will be issuing citations to violators; also remind people about assistance programs that may be available to them.

Objective: Employ a broad-based communication and cooperation strategy designed to open continued dialogue between the Town, residents, business owners and other entities that can serve as partners in an ongoing effort to keep Kremmling clean, safe, and inviting.

Action: Leverage public interest in beautification and maximize use of Town staff time by establishing a “neighborhood watch” program, where community volunteers act as the “eyes and ears” of the police in the community, and report violations as they occur.

Action: Reach out to landlords who rent properties to tenants in town and make them aware of the new campaign to keep Kremmling beautiful, and warn them of the penalties for code violations.

Action: Make CDOT aware of the unsightly condition (weeds, no landscaping) that much of the state ROW in town is in and request that it be cleaned up, and improvements be made where needed.

Objective: Address safety and livability issues downtown due to excess traffic, speeding, and unsafe passing by motorists passing through Kremmling.

Action: Post police officers (state or local) at the corner of Hwy 40 and Spruce St on the west side of town, and at the corner of Hwy 40 and 22nd St on the east side.

Action: Work with CDOT and local business owners to employ traffic calming measures sometimes known as a “road diet” along Hwy 40 through downtown Kremmling, including:

- Blinking “Slow Down” and/or “Crosswalk” signage
- Raised crosswalks and at intersections with Hwy 40 to narrow the roadway and protect pedestrians

- Bike lanes, medians, street art to narrow roadway and protect pedestrians/cyclists

Goal: Community Revitalization

Work to eliminate “blight” issues in Kremmling, such as underutilized or vacant property, junk storage, deteriorating buildings, deteriorated streets, and inadequate infrastructure.

Objective: Establish a funding mechanism for urban renewal activities designed to eliminate blight.

Action: Develop a list of priority areas in town that require the most attention, including:

- Hwy 40 corridor (from Eagle Ave to Central Ave) in the downtown area (general walkability, pavement conditions, building conditions);
- Hwy 40 corridor (street conditions, mobile home park appearance);

Action: Consider conducting a blight study/conditions survey in key areas of town and establishing tax-increment finance districts to provide redevelopment incentives to developers and property owners.

Objective: Develop ongoing town programs designed to channel urban renewal funds into the areas where they are needed, and where private or public partnerships may be found.

Action: Develop a revolving loan program for property owners in tax increment finance (TIF) districts (particularly downtown) to fund façade improvements, parking lot re-pavement, utility relocation/undergrounding.

Action: Use TIF funds to finance public needs such as street furniture, street trees and plants, traffic calming measures, crosswalks, bike racks, decorative streetlights, and other public capital improvements that make the streetscapes more attractive, functional, and inviting.

Action: Use TIF and other funds as needed to address large urban renewal projects under circumstances where simple clean-up and renovation is not enough to eliminate blight. Associated activities may include planning, building condemnation (if needed), resident relocation (if needed), acquisition, demolition, and new construction.

KREMMLING CRIME DATA

TYPE	2011	2021	2023	2024
MURDERS	0	0	1	0
RAPES	0	1	2	2
ROBBERIES	0	0	0	0

ASSAULTS	11	2	1	4
BURGLARIES	3	3	3	0
THEFTS	22	12	18	10
AUTO THEFTS	1	7	2	2
ARSON	0	0	1	0
CRIME INDEX	229.4	159.9	332.4	207.9
U.S. AVERAGE				235.3

Source:

<https://www.city-data.com/city/Kremmling-Colorado.html>

Law Enforcement and Emergency Response

Police

Police protection in Kremmling is provided by the Kremmling Police Department. The Kremmling PD included a Police Chief, three officers, and one evidence technician at the time this plan was developed, which are responsible for everything from traffic monitoring and emergency response to land use code enforcement duties. The Colorado State Patrol has jurisdiction over U.S. Hwy 40 and Colorado Hwy 9 that run through town. The Grand County Sheriff’s Office has jurisdiction within the Town and on the outskirts of Kremmling. Given Kremmling’s small population and relatively isolated, rural geographically, it is no surprise that its 2023 crime index is 17% lower than the national average.

Fire

Fire protection in Kremmling is provided by the Kremmling Fire Protection District (KFPD), a volunteer fire and rescue agency. The District is guided by a 5 member board and operates on a largely volunteer staff. In 2024, the District collected \$744,096 in tax revenues through a 9.543 mil levy. The Kremmling Fire Protection District covers 360 square miles of western Grand County, Colorado. Their service area (the district boundary) encompasses 136 square miles, which includes the town of Kremmling and surrounding rural residential areas. The response area includes 47 miles of US Highway 40, from milepost 199 in the east, to milepost 152 in the west. Additionally, they cover 16 miles of Colorado Highway 9, and 16 miles of Colorado Highway 134. These main highways also include two mountain passes (Gore Pass and Rabbit Ears Pass).

Grand County lies between the resort communities of Winter Park to the east, Summit County to the south, and Steamboat Springs to the northwest. Thus, they have a significant volume of commuter and tourist traffic flowing through their response area in both winter and summer

months. As a result of these geographic and socio-economic factors, motor vehicle accidents make up one-third of their incident responses annually.

In 2011, the District developed a Community Wildfire Protection Plan (CWPP) in conjunction with the Bureau of Land Management, which has a field office in Kremmling, Grand County, Colorado State Forest Service, US Forest Service, local utilities and interested landowners. The CWPP identifies and prioritizes hazardous fuel reduction projects and areas; recommends measures to reduce ignitability of structures; identifies areas and property at risk; evaluates current levels of preparedness; and prioritizes action items. Resources of particular interest include homes, winter range, power lines, watersheds, communication sites and other developments that can be negatively impacted by wildfires. The CWPP was updated in 2022. [The plan and more information can be found here.](#)

Emergency Medical Services

Emergency Medical Services (EMS) is provided by Grand County EMS. Established over 50 years ago as a volunteer crew, Grand County EMS has grown to employ 41 full-time staff members who work rotating shifts around the clock. They operate from four EMS stations located in Fraser, Granby, Grand Lake, and Kremmling throughout the county. The mission of Grand County EMS is to support the community by delivering exceptional service and care.

1. *Colorado State Patrol* – State policy agency which has jurisdiction over State Highway 9 and US Highway 40 which both run through Kremmling.
2. *Fire Adapted Community* – U.S. Department of Agriculture (USDA) Forest Service term referring to a community that has reduced its vulnerability to fire through community awareness and pro-active approaches that employ prevention measures instead of relying on suppression measures alone.
3. *Grand County Sheriff's Department* – The law enforcement division for Grand County which has a jurisdiction in the unincorporated areas surrounding Kremmling.
4. *Kremmling Fire Protection District* – A government entity providing fire and rescue services that is separate from the municipality of Kremmling.
5. *Low-Angle Rescue* – Term used by emergency response personnel to describe attempts at rescuing individuals that are stranded in mountainous terrain or steep slopes due to injury or other cause.
6. *U.S. Forest Service* – Federal agency responsible for management activities in national forests, including fire protection.

Goal: Law Enforcement and Emergency Response

Maintain an environment where Kremmling resides, business owners and visitors thrive because they are well served by law enforcement and emergency response personnel, and feel safe and protected as a result.

Objective: Continue to support the Kremmling Police Department, Kremmling Fire Protection District (KFPD), Hospital, and other emergency response agencies that service the Kremmling area in any way feasible, effective, and appropriate.

Action: Continue to support the Grand County Emergency Plan and be on the Local Emergency Planning Committee, which addresses public safety, disaster preparedness, and emergency response.

Action: Work with the KFPD to promote fire safety and prevention and implement the goals of the 2022 Community Wildfire Protection Plan, particularly those related to cooperation and communication. Promotion can be accomplished by organizing a series of public education workshops to inform the public on common fire risks in the area and things they can do to help prevent them. Topics might include:

- Improve wildfire prevention through education regarding the prevention of unplanned fires started by humans by untended recreational fires, brush burning, fireworks, or cigarette littering.
- Facilitate and prioritize appropriate hazardous fuel reductions such as excess brush, dead trees, flammable wood/junk piles, and storage of combustible chemicals.
- Promote improved levels of response by identifying and prioritizing areas of the community that are at risk of communicating with appropriate jurisdictions to plan and coordinate response strategies.

Action: Address safety and livability issues downtown due to excess traffic, speeding, and unsafe passing by motorists driving through Kremmling by instituting safer street crossings for pedestrians.

Action: Continue to recognize the hospital as a facility that is key to the success and stability of the town and support its growth, maintenance, and well-being as appropriate and feasible.

Plan Implementation



Any plan is only as good as its implementation strategy, so the goal of this section is to identify the parties, resources, ideas, and key tasks needed to carry out the goals of this management plan. The following “Implementation Matrix” is organized according to the structure of the goals, objectives, and action steps identified and discussed in detail earlier in this plan.

Goals are listed in the first column on the far left of the table, with each subsequent objective listed to the immediate right. Continuing horizontally to the right, a series of action steps is listed for each objective. To this point, the information in the table duplicates what can be found in each goal section of the plan, but the information to the right of the action steps column is new.

The next column lists any specific projects that have already been identified as means to accomplish the goals to the left. Some cells in this column are purposefully left blank when no project has yet been determined. Next, the timeframe for the work, the key project components, and the resources needed for successful implementation are provided.

The table is intended to serve as an organizational tool for tracking which parts of the plan have been completed and which still need work. The table should not be considered a static document. The content within, particularly the right-hand columns, should be updated as required. The table was not intended to be the only project management tool used in implementing this management plan. Other, more detailed project management solutions should also be employed.

IMPLEMENTATION MATRIX

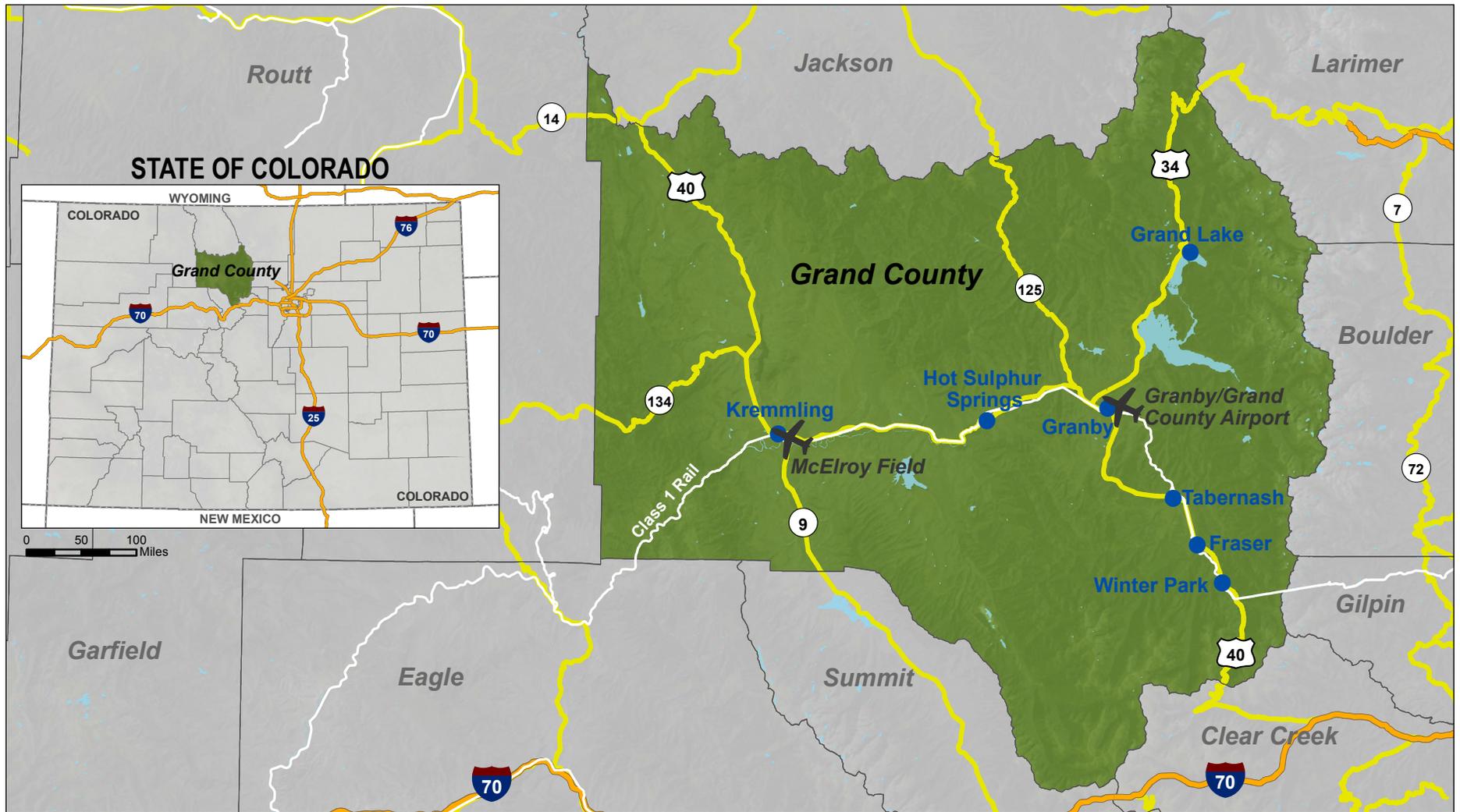
Goal	Objective	Action Steps	Timeframe	Notes/ Observations	Funding Sources
Growth & Economic Development	Community Image & Marketing	Branding campaign: cultivate Western/Sportsman identity, promote outdoor recreation	Medium-term	Branding campaign needed	Chamber of Commerce, Town funds
		Establish strong web presence, coordinate events, attend expos	Ongoing	Collaboration with Chamber	Chamber of Commerce
		Form outdoor activities committee with Chamber, USFS, BLM	Short/Medium-term	Collaboration required	-
		Contact outdoor/arts magazines for PR	Ongoing	PR/Marketing	-
Business Recruitment & Retention	Strategy for recruitment/retention	Hire consultant or staff for recruitment	Exploratory	-	-
		Attend trade/industry shows	Ongoing	-	-
		Establish Kremmling as supply hub for resorts	Exploratory	-	-
		Target businesses for travelers (restaurants, rentals, hotels)	Ongoing	-	-
		Develop airport as economic engine (high-end clientele, shipping hub)	Exploratory	Focus on McElroy Airfield	-

		Maximize rafting industry (use tax, outreach)	Long-term/Ongoing	Consider use tax	Use tax
		Attract/retain creative and recreation-oriented businesses	Ongoing	Develop incentives	-
		Address empty storefronts (pop-up cafes, art displays, inventory)	Ongoing/Short-term	Seasonal strategies	-
		Community education on marijuana businesses	Short-term	Campaign needed	-
		Target clean industries, revise zoning code	Medium-term	Code revision	-
		Hire consultant for location analysis	Short-term	Study needed	-
Community Growth	Formal growth strategy	Establish planning boundary, annexation strategy	Long/Medium-term	Ensure growth pays its way	-
		Identify parcels for annexation	Ongoing/Medium-term	-	-
Land Use & Community Design	Land Use	Create mixed-use, commercial, industrial, residential, mobile home, overlay, and hazards districts	Medium-term	Zoning review	-
Walkability	Pedestrian infrastructure plan	Develop plan for sidewalks, narrowing Hwy 40, trails, trees	Short/Medium-term	Consultant/staff needed	Grants, incentives
		Contact other mountain towns for guidance	Short-term	Comparative analysis	-
		Pursue grants for walkability	Ongoing	-	Grants
		Apply for Safe Routes to School grant	Short-term	Specific project	Safe Routes to School grant
		Collaborate with CDOT for traffic calming	Exploratory/Medium-term	Raised crosswalks, medians	-
Signage	Attractive, effective signage	Steering committee, workshops, code revision, wayfinding plan	Short/Medium-term/Ongoing	Align with branding	-
Parking	Address seasonal demand/supply	Committee observation, restrictions, paid rafter parking, increase spaces, parking study, funding	Short/Medium/Long-term	Focus on downtown, collaboration	Paid parking, land acquisition

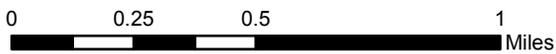
Architecture & Aesthetics	Attractive development	Code revision, enforcement sweeps, urban renewal/TIF, beautification projects, collaboration with CDOT	Medium-term/Ongoing	Target blight, improve entrances	Urban Renewal, TIF, CDBG, HUD
Transportation & Utilities	Infrastructure for growth	Develop master plan, capital improvement schedule, collaborate with Sanitation District, financing, airport/railroad expansion, broadband	Medium/Short/Long-term/Ongoing	Focus on repairs, expansion, partnerships	TIF, grants, public funds
Recreation, Open Space & Culture	Parks, Trails, Recreation	Develop master plan, funding, partnerships, trail system, park upgrades, programming, volunteer program, inclusive planning	Ongoing/Short/Medium/Long-term	Collaboration, phased upgrades	GOCO, grants, TIF, donations
Natural Areas & Open Spaces	Preserve ag/natural lands	No development policy, farmers' markets, habitat protection, floodplain enforcement, pollution prevention, organic campaign	Short/Medium/Ongoing	Collaboration with county, enforcement	-
Historic Preservation	Voluntary registry, promotion	Update resource map, structure walk, expand society, promote museum, funding, cautious district creation	Ongoing/Short/Medium/Long-term	Highlight Heritage Park, avoid owner rights infringement	Tax credits, grants
Community Engagement & Special Events	Engagement, events	Print directories/maps, media relationships, social media, partnerships, volunteer clearing house, youth programs, citizen academy, event planning	Short/Ongoing	Maintain current events, support Chamber	-
Public Safety & Nuisances	Code compliance, revitalization	Code revision, enforcement sweeps, clean-up days, public notices, neighborhood watch, landlord outreach, traffic safety, urban renewal funding	Ongoing/Medium-term	Target blight, improve safety	Urban Renewal, TIF

APPENDIX

GRAND COUNTY, COLORADO Vicinity Map



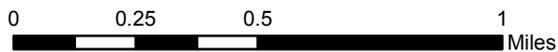
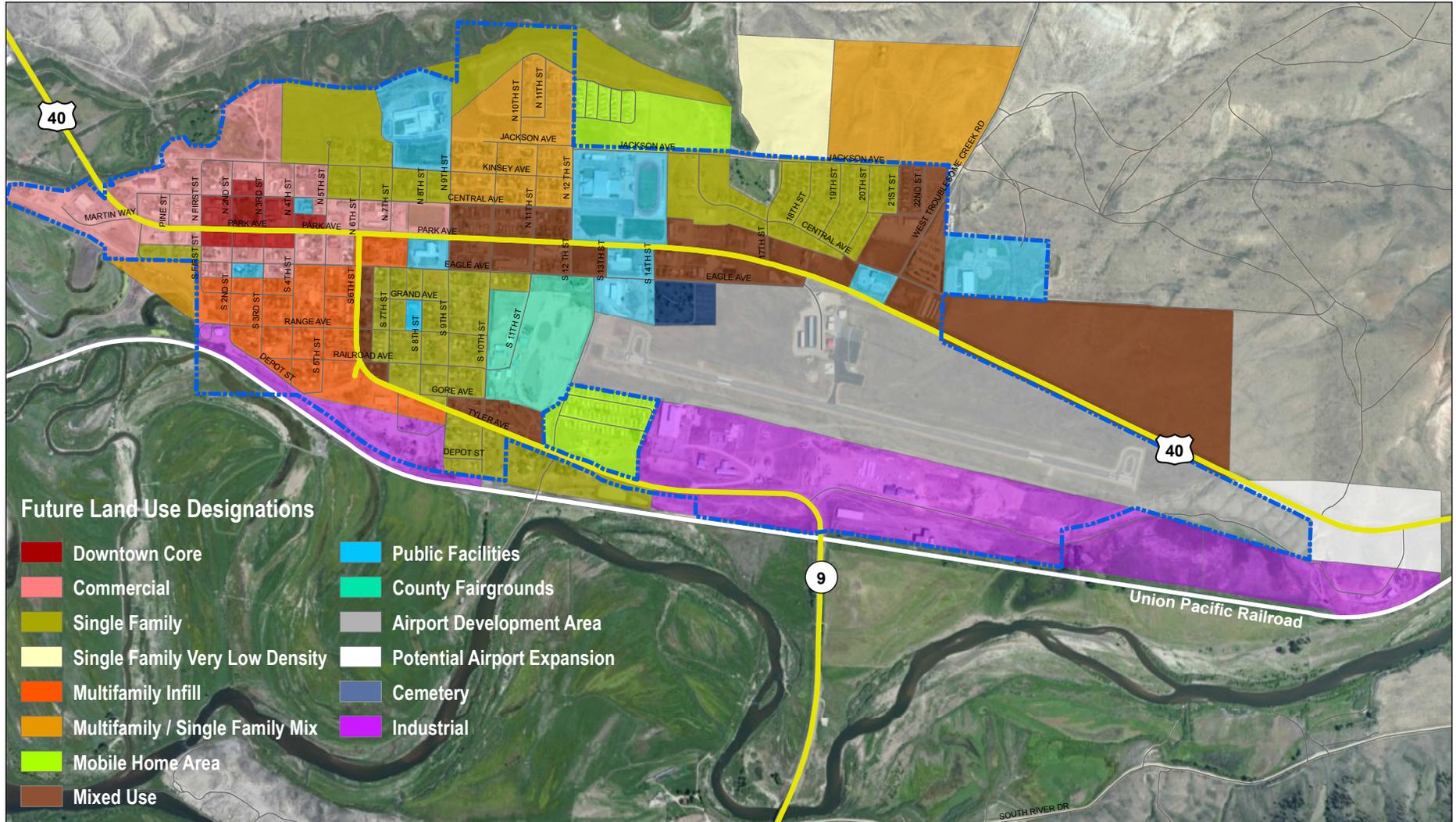
KREMMLING, COLORADO Aerial Map



 Kremmling, CO Municipal Boundary

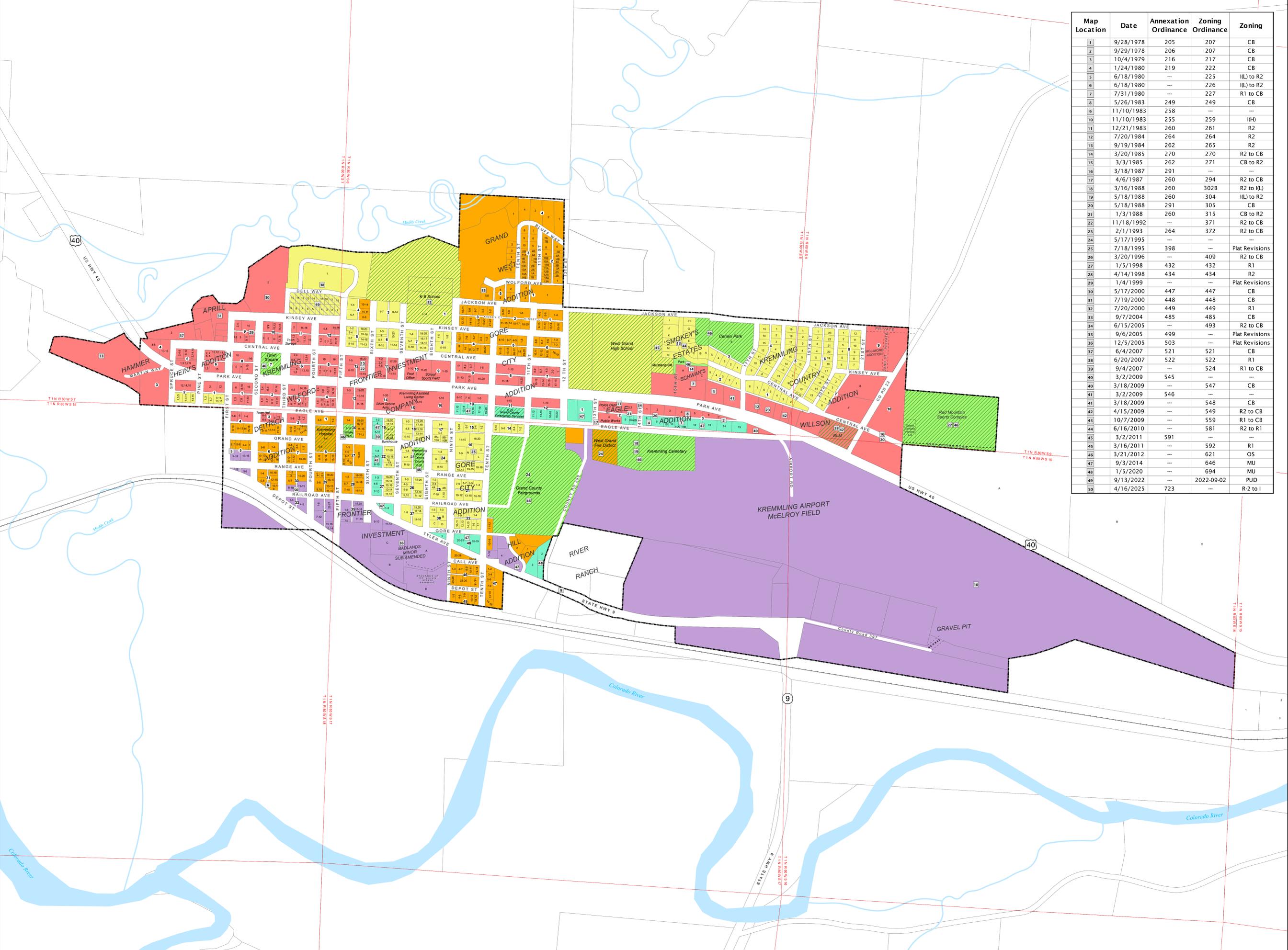

Date: Tuesday, November 26, 2013

KREMMLING, COLORADO Future Land Use Map



Kremmling, CO Municipal Boundary

Date: Thursday, December 05, 2013



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



Town of Kremmling Zoning Map

Legend

- Sections
- Streams
- Colorado River
- Town Boundary
- Block Number
- Ordinance Map Location
- Public Property

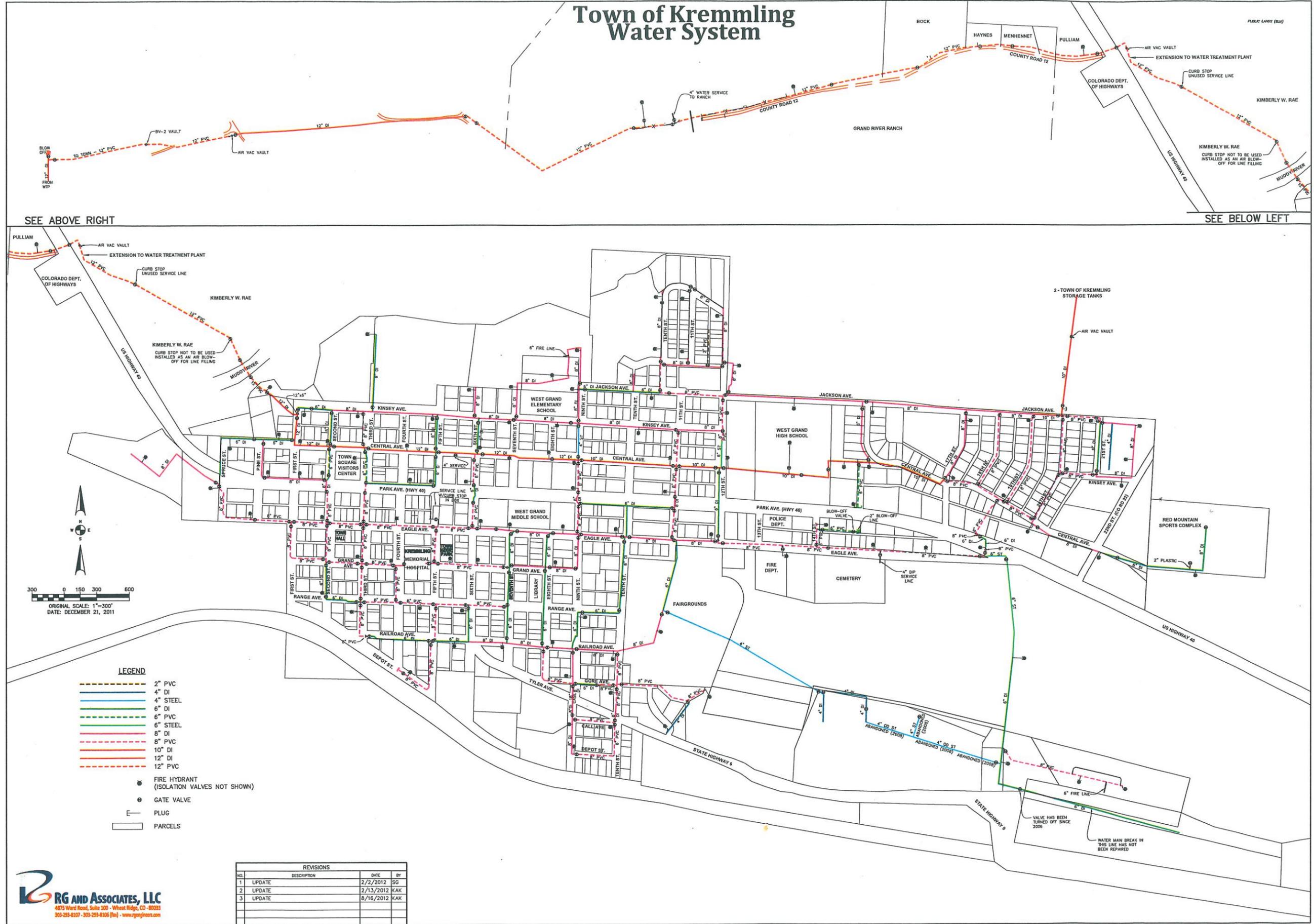
Zoning

- PUD Zone
- R-1: Residential, Low Density
- R-2: Residential, High Density
- CB: Central Business
- MU: Mixed Use
- I: Industrial
- OS: Open Space

Map Disclaimer:
This map was compiled by the Northwest Colorado Council of Governments (NWCCOG). Every effort has been made to provide the most accurate data, however, the potential for error does exist and the map should be used for general purposes only. Please notify the NWCCOG of any errors at (970) 468-0295. NWCCOG does not assume liability for any inaccuracies herein contained.

Map Updated 10/1/2025

Town of Kremmling Water System



SEE ABOVE RIGHT

SEE BELOW LEFT



300 0 150 300 600
 ORIGINAL SCALE: 1"=300'
 DATE: DECEMBER 21, 2011

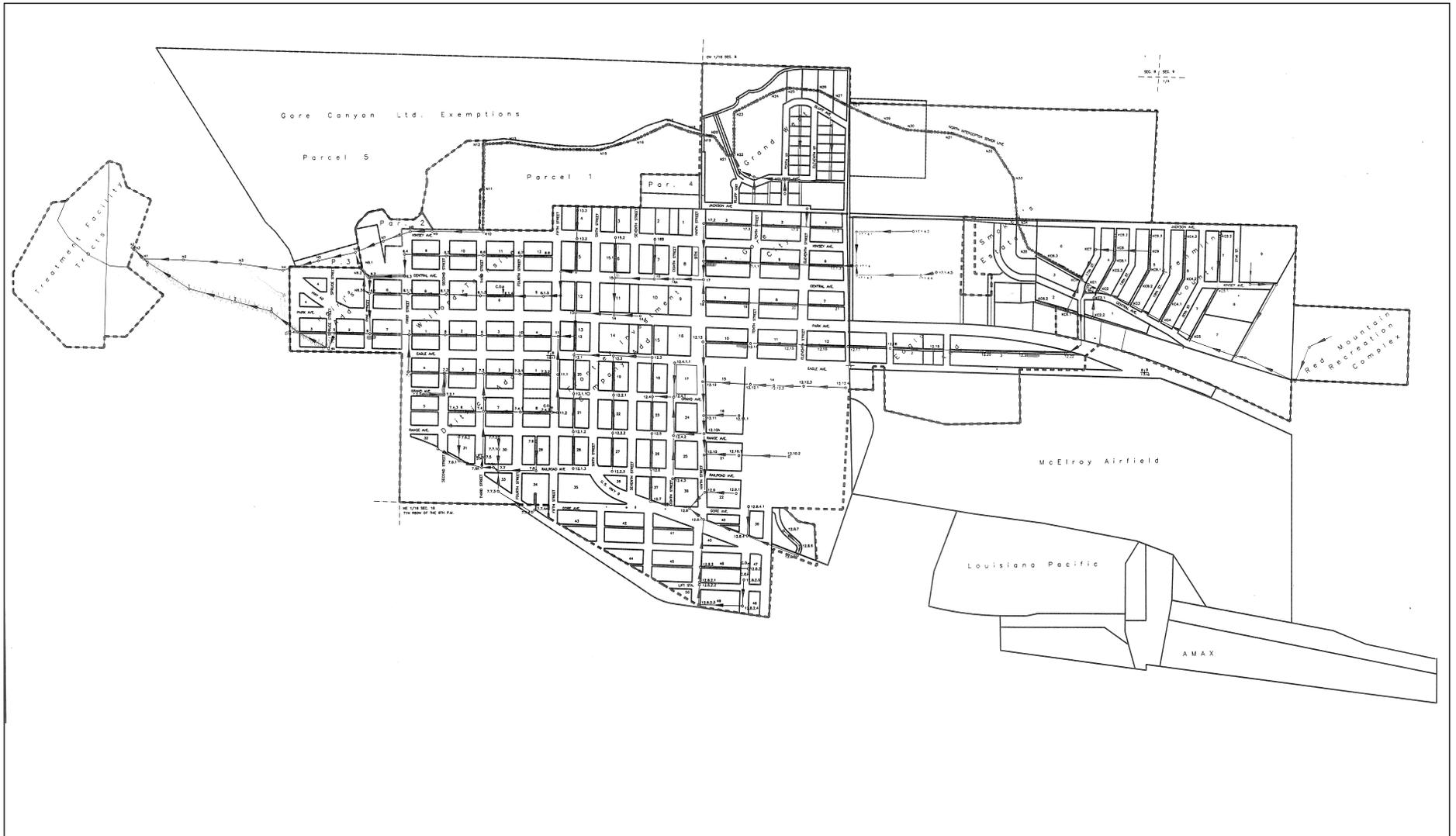
- LEGEND**
- 2" PVC
 - 4" DI
 - 4" STEEL
 - 6" DI
 - 6" PVC
 - 6" STEEL
 - 8" DI
 - 8" PVC
 - 10" DI
 - 12" DI
 - 12" PVC
 - FIRE HYDRANT (ISOLATION VALVES NOT SHOWN)
 - GATE VALVE
 - PLUG
 - PARCELS

REVISIONS			
NO.	DESCRIPTION	DATE	BY
1	UPDATE	2/2/2012	SG
2	UPDATE	2/13/2012	KAK
3	UPDATE	8/16/2012	KAK

RG AND ASSOCIATES, LLC
 4875 Ward Road, Suite 100 - Wheat Ridge, CO - 80033
 303-253-8187 - 303-253-8105 (fax) - www.rgandassociates.com

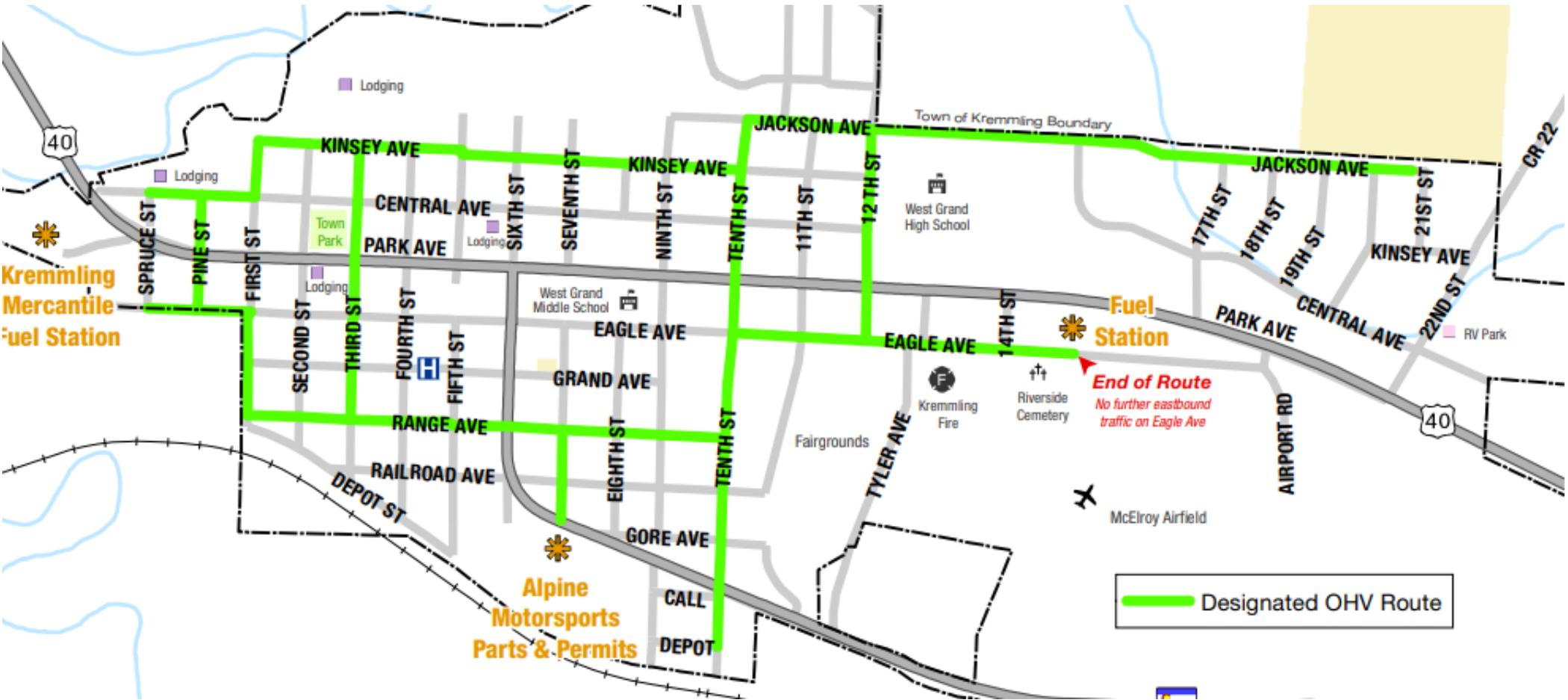
VALVE HAS BEEN TURNED OFF SINCE 2008
 WATER MAIN BREAK IN THIS LINE HAS NOT BEEN REPAIRED

KREMMLING, COLORADO Sanitation District Facilities Map

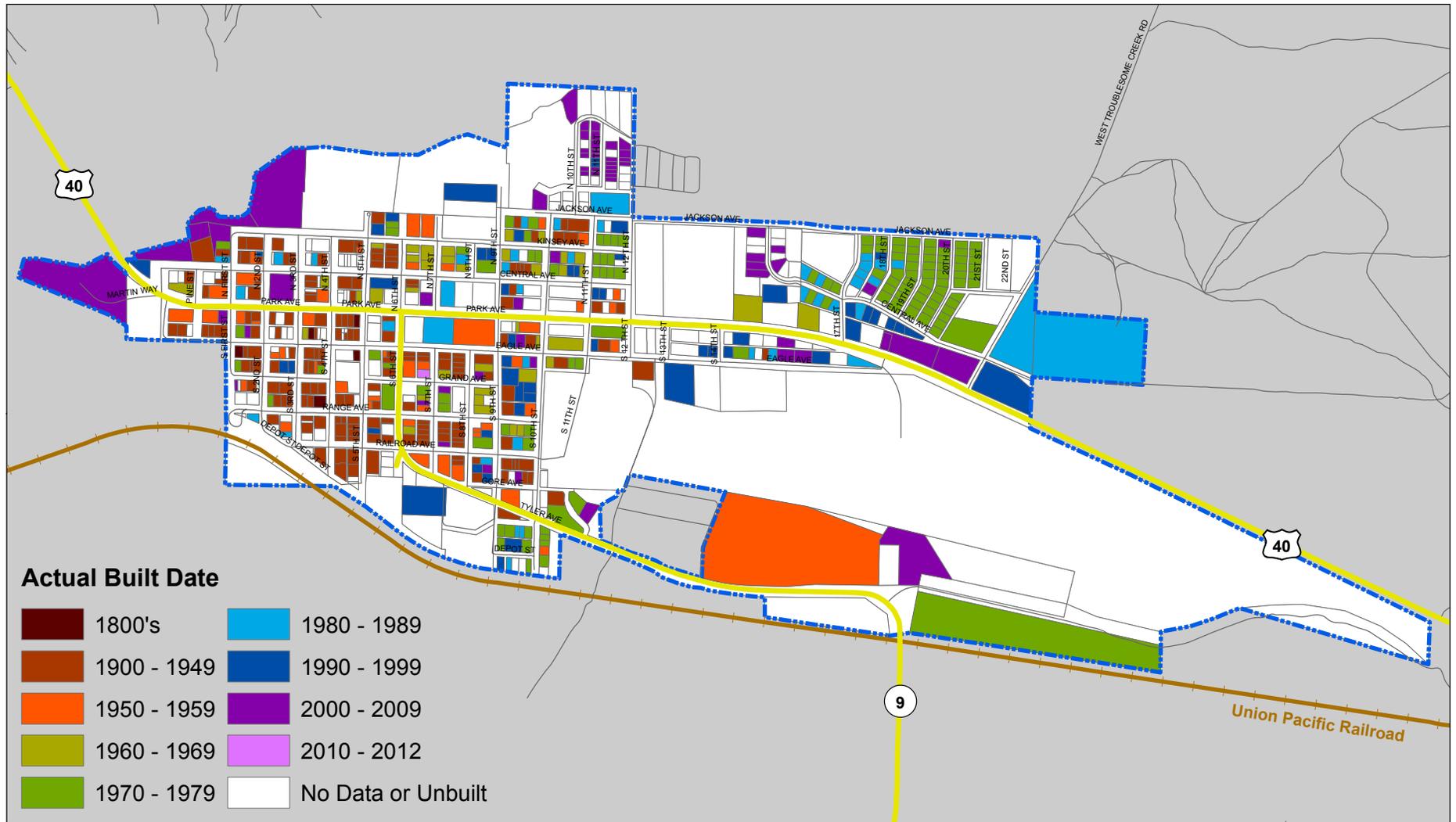


Date: Thursday, December 05, 2013

KREMMLING, COLORADO OHV & ATV Routes Map



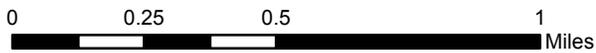
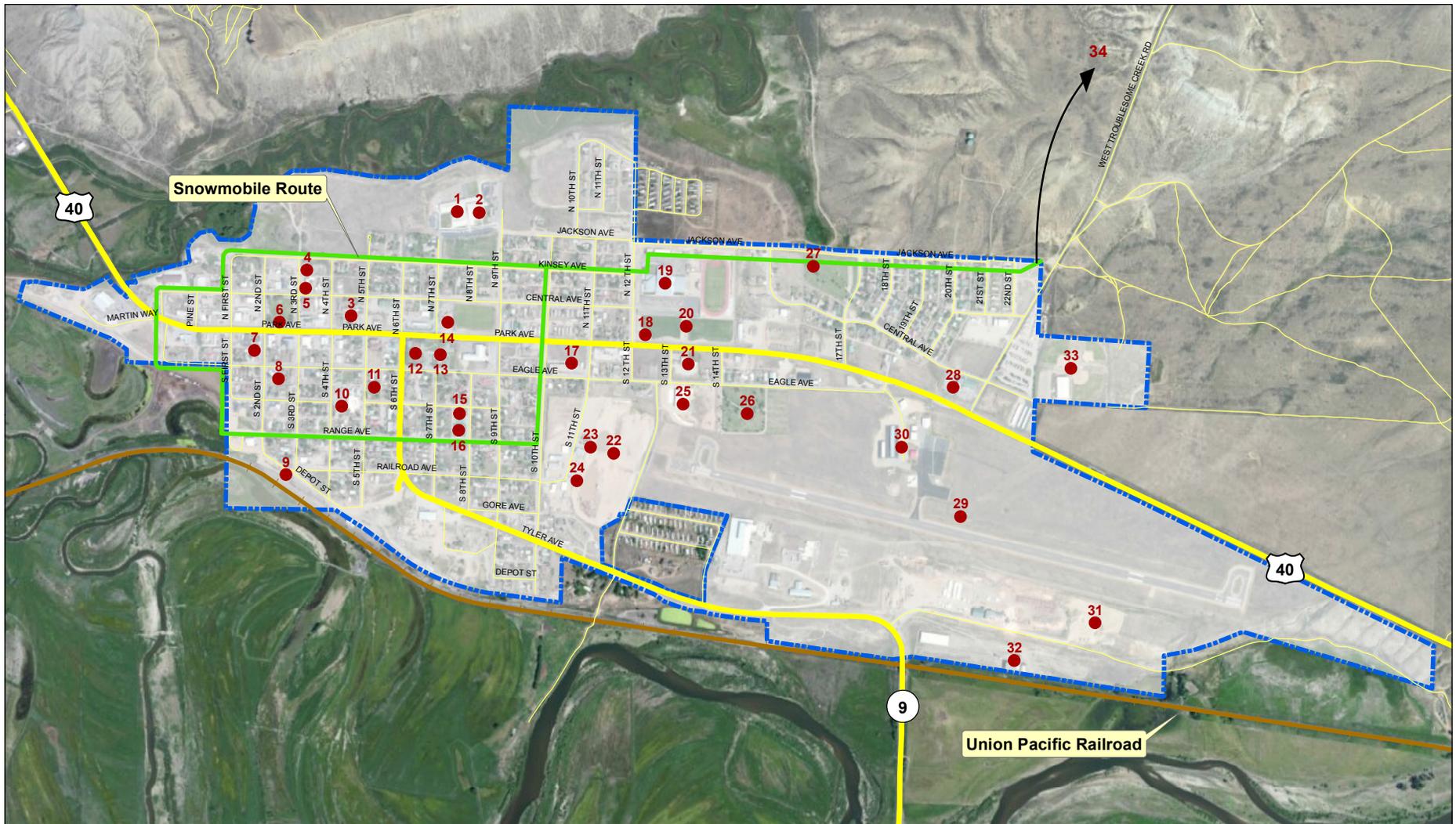
KREMMLING, COLORADO Actual Built Date by Parcel Map



0 0.25 0.5 1 Miles

 Kremmling, CO Municipal Boundary

KREMMLING, COLORADO Public Facilities Map



Date: Monday, February 10, 2014

Public Facilities List

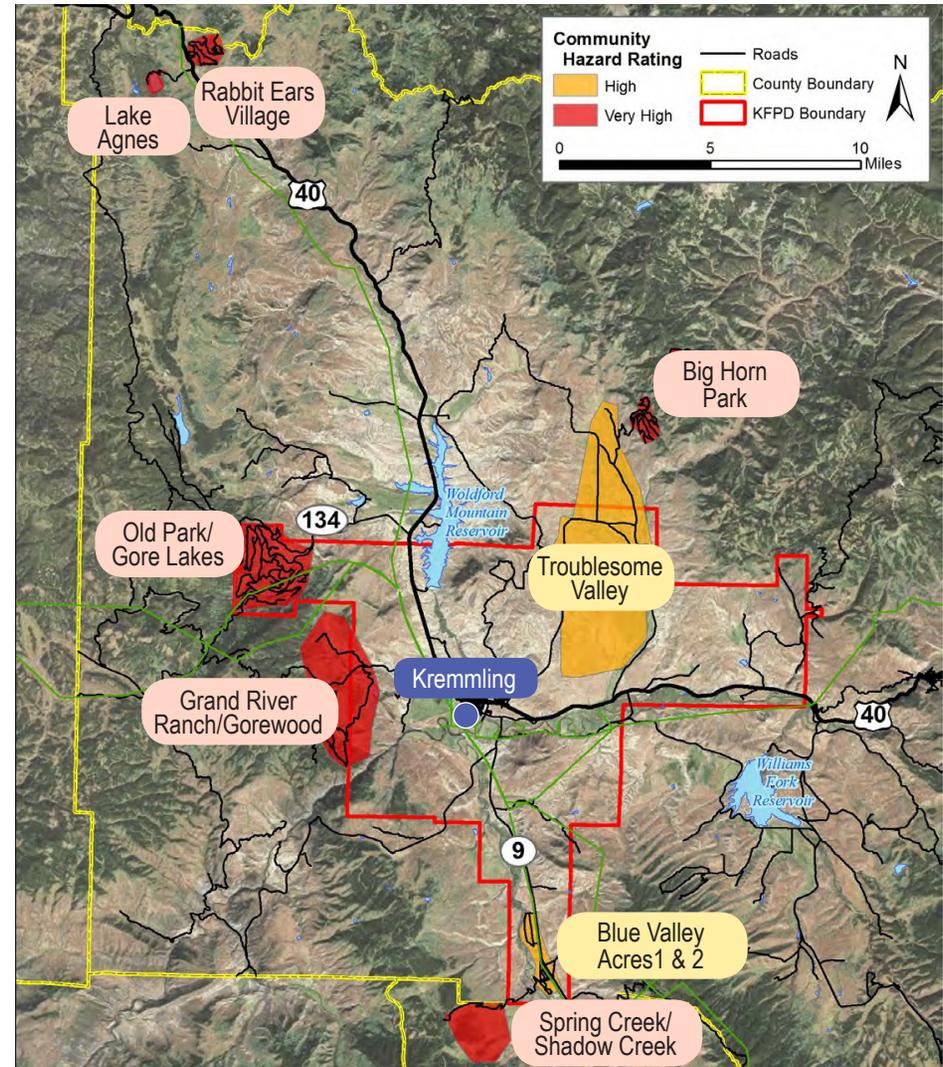
1. West Grand Pre K-6 School
2. West Grand School District Office
3. Log Cabin Heritage Museum
4. Town of Kremmling Storage Buildings/Vacant Land
5. Coin-Operated Seasonal Domestic Water for Sale
6. Town Square, Visitors Center, Information
7. National Resource Conservation Service (NRCS) Office
8. Town Hall and Sanitation District Office
9. Old Depot Site/Railroad Siding
10. Memorial Hospital
11. Kiddie Park
12. Senior Apartments
13. Assisted Living Facility
14. Post Office
15. Library
16. Basketball and Tennis Courts
17. Grand County EMS, Coroner, and Search and Rescue
18. Veterans Memorial
19. West Grand Junior & Senior School
20. Park – Forward Motion Project
21. Police Department and Public Works Shop
22. Grand County Fairgrounds
23. CSU Extension Hall
24. Grand County Road and Bridge
25. Kremmling Fire Protection District
26. Riverside Cemetery
27. Doc Ceriani Park
28. US Bureau of Land Management
29. McElroy Airfield
30. Airport Terminal
31. County and Town Gravel Pit
32. Old Railroad Loading Area for Henderson Mill
33. Red Mountain Sports Complex (baseball fields, ice arena, and dirt track)
34. Snowmobile and 4-Wheel Drive Access

KREMMLING, COLORADO Wildland Urban Interface Communities Map

Large Fires (Greater than 50 Acres) on BLM Lands in Grand County from 1983 -2010

Year	Acres	Location	Cause
1988	1,104	Seven miles east of Kremmling	Human
1988	310	Southeast of Parshall	Human
1989	188	Nine miles northeast of Kremmling	Human
1989	250	North of Parshall	Natural
1994	50	Radium area	Natural
1999	80	Radium area	Human
1999	356	Parshall/Byers Canyon	Human
2007	75	Granby saw mill	Human
2010	190	Rifle range east of Parshall	Human
2010	342	Nine miles northeast of Kremmling	Human

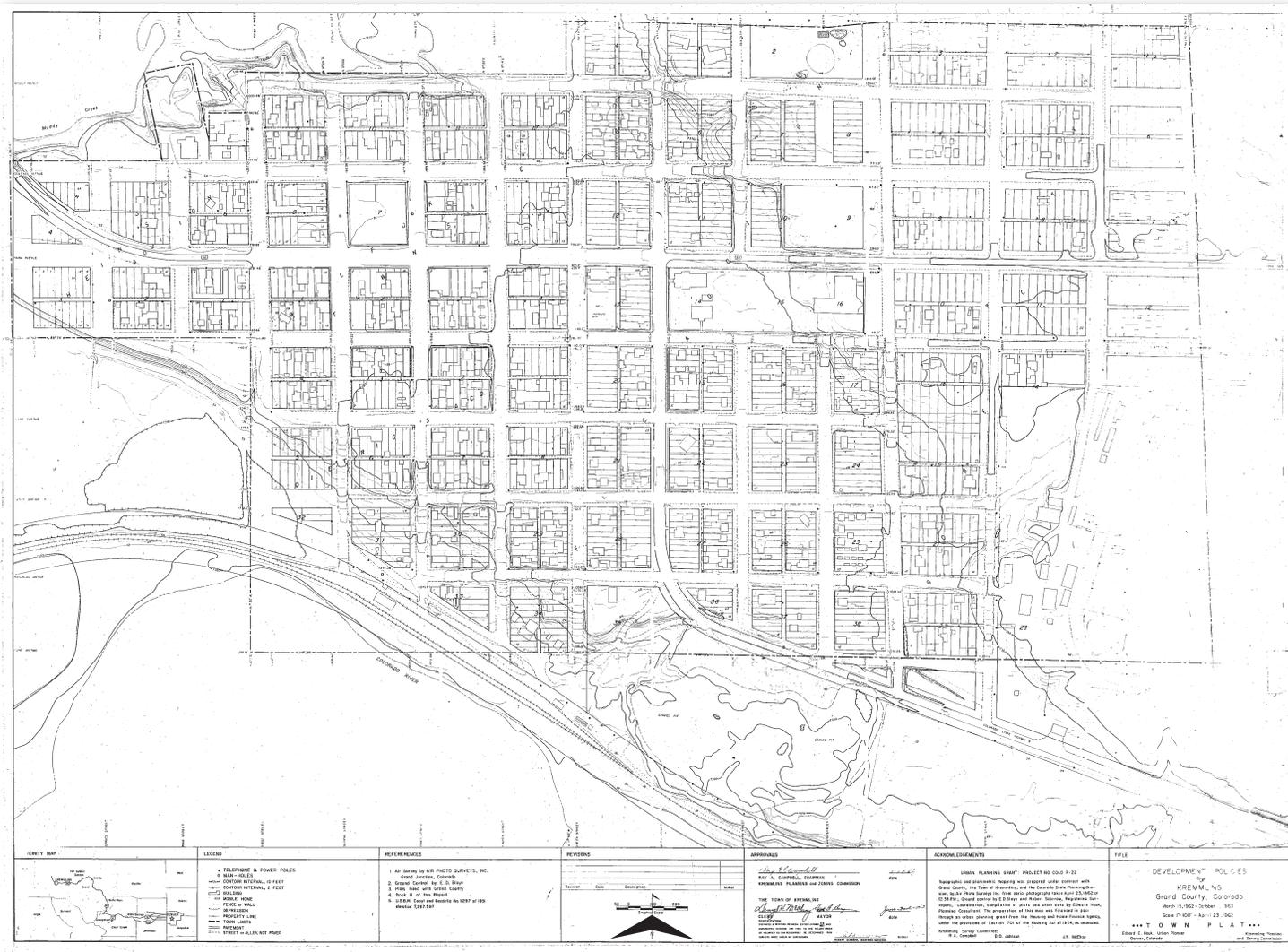
SOURCE: Kremmling Fire Protection District Community Wildfire Protection Plan, July 2011



SOURCE: Kremmling Fire Protection District Community Wildfire Protection Plan, July 2011

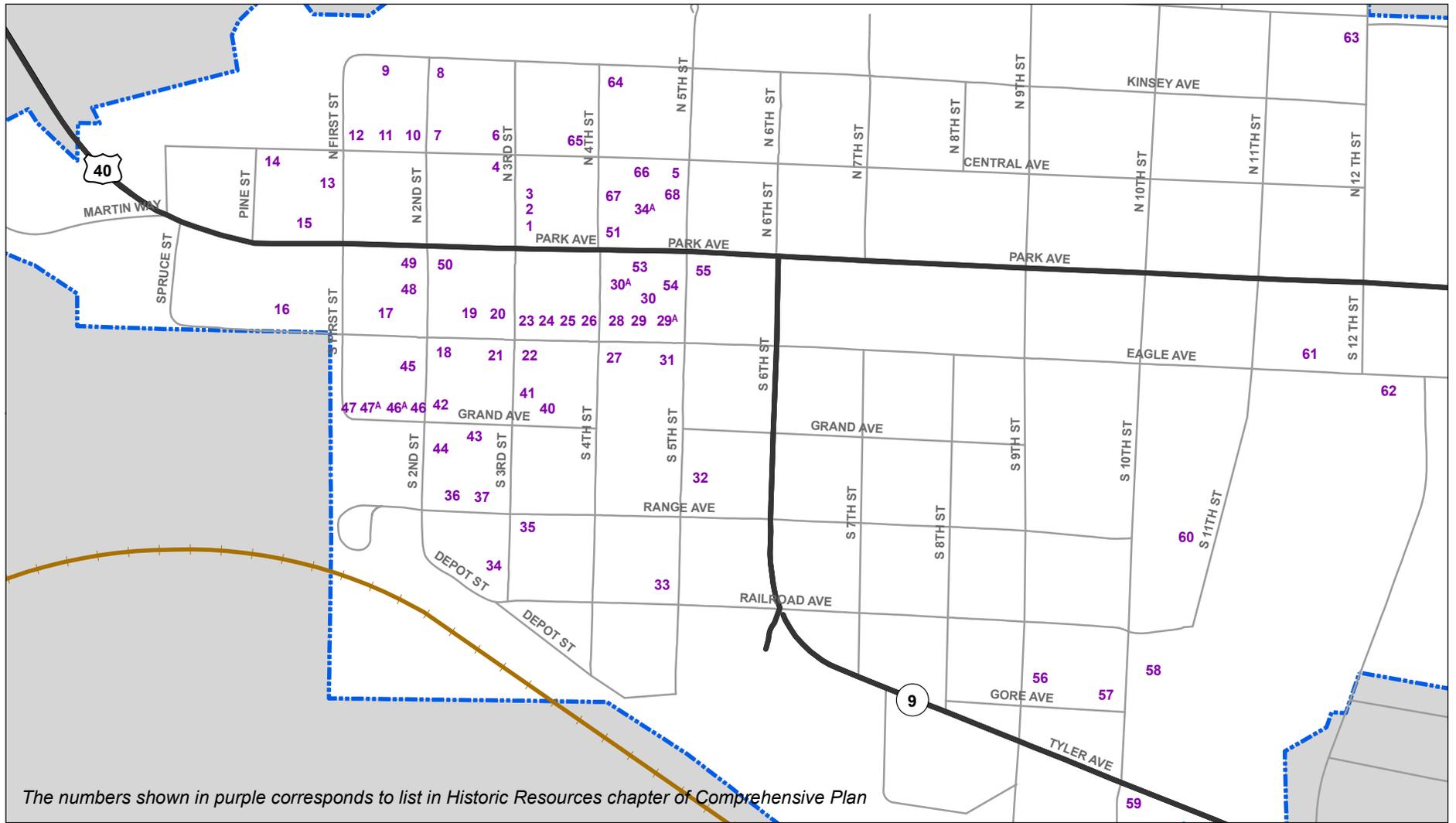
Date: Thursday, December 05, 2013

KREMMLING, COLORADO Unrecorded 1962 Map



Date: Thursday, December 05, 2013

KREMMLING, COLORADO Historic Resources Map



 Kremmling, CO Municipal Boundary

 Date: Saturday, November 23, 2013

**TOWN OF KREMMLING
PLANNING & ZONING COMMISSION
RESOLUTION NO. 2025-12-01PC**

**A RESOLUTION BY THE PLANNING AND ZONING COMMISSION REQUESTING
THAT THE BOARD OF TRUSTEES OF THE TOWN OF KREMMLING, COLORADO,
AMEND THE 2014 COMPREHENSIVE PLAN**

WHEREAS, the Planning and Zoning Commission is authorized by Colorado Revised Statutes 30-23-206 to adopt a Comprehensive Plan for the Town of Kremmling; and

WHEREAS, the original Comprehensive Plan was adopted in September 1984, modified in 1992, and the current version was modified in 2013, adopted on January 15, 2014; and

WHEREAS, the Planning Commission and Town staff have identified several sections in the Comprehensive Plan that need updating since 2023; and

WHEREAS, the Planning Commission and staff have been reviewing and amending the Comprehensive Plan since April 9, 2025; and

WHEREAS, the Planning and Zoning Commission has held open meetings each month since April of 2025, reviewing and amending the Comprehensive Plan, and no comments have been received; and

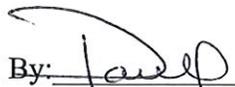
WHEREAS, the Planning and Zoning Commission has prepared the amendments to the Town's Comprehensive Plan and recommends adoption by the Board of Trustees;

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

Section 1. The Amended Town of Kremmling Comprehensive Plan is hereby recommended to the Board of Trustees in essentially the same form as the copy of such form accompanying this resolution.

Duly moved, seconded and passed this 10th day of December, 2025.

PLANNING AND ZONING COMMISSION
TOWN OF KREMMLING

By: 
Chair, Paul Johnson

ATTEST:


Town Clerk, Teagan Serres



Kremmling Board Of Trustees Regular Meeting

Agenda Item Cover Letter

Agenda Item:

Discussion & Action Item. Resolution No. 2025-12-08 A Resolution of the Board of Trustees of the Town of Kremmling, Colorado, Supporting the Civic Solutions Hub Innovative Local Government Workforce Solutions Pilot Program Grant Application.

Department:

Town Manager Jen MacPherson

Executive Summary:

The Town of Kremmling's 2026 Budget is founded on four key strategic pillars:

1. Delivering Essential Basic Services
2. Maintaining Organizational Stability (to boost morale and team performance)
3. Creating Efficiencies (by streamlining operations and leveraging technology)
4. Completing Major Projects (such as the Water Treatment Plant and Bulk Water Station) on schedule and within budget.

This strategic focus is intended to strengthen community trust, enhance the quality of life, and ultimately build capacity for future priorities like infrastructure and housing.

Summary:

The Town Manager proposes applying for the Department of Local Affairs (DOLA) Civic Solutions Hub – Innovative Local Government Workforce Solutions Pilot Program. This new grant opportunity directly supports local governments in testing, developing, and scaling innovative solutions to critical workforce challenges. The pilot aims to identify, test, and evaluate new strategies that can strengthen and sustain local government operations.

The grant program specifically funds innovations related to:

- Workforce retention
- Talent attraction
- Leadership development
- Succession planning
- Technology integration for efficiency and staff augmentation
- New or experimental workforce strategies
- Compensation and benefit innovations



Kremmling Board Of Trustees Regular Meeting

Agenda Item Cover Letter

Successful, funded projects are expected to produce results that are scalable and replicable by other local governments. The Town Manager believes this grant aligns well with the Town's 2026 strategies and several ongoing or proposed projects.

Grant Eligibility and Timeline

Detail	Description
Eligible Applicants	Cities, towns, counties, and special districts in Colorado
Total Funding Available	\$200,000
Maximum Award	Up to \$50,000 per jurisdiction
Local Match Requirement	25% of the total project cost (e.g., a \$40,000 project requires a \$30,000 grant + \$10,000 local match)
Pilot Duration	Up to 12 months from contract execution
Application Window	December 1, 2025 – January 15, 2026
Application Deadline	January 15, 2026 at 5:00 p.m.
Award Notifications	February 15, 2026

Financial Impacts:

The maximum grant award is \$50,000, with a 25% Town match required. Therefore, if the full grant amount is awarded, \$12,500 in matching funds from the Town would be necessary.

Staff Recommendation:

1. Motion to approve Resolution No. 2025-12-08, as presented.
2. Motion to table Resolution No. 2025-12-08 until the _____ meeting.
3. Deny approval.

Attachments:

Resolution No. 2025-12-08

**TOWN OF KREMMLING
RESOLUTION NO. 2025-12-08**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF KREMMLING,
COLORADO, SUPPORTING THE CIVIC SOLUTIONS HUB INNOVATIVE LOCAL
GOVERNMENT WORKFORCE SOLUTIONS PILOT PROGRAM GRANT**

WHEREAS, the Town of Kremmling, as a political subdivision of the State of Colorado, is eligible to apply for grant funding from the Colorado Department of Local Affairs (DOLA); and

WHEREAS, the Town Manager has identified several potential projects that meet the criteria for the Innovative Local Government Workforce Solutions Pilot Program Grant (the "Grant"); and

WHEREAS, the Town of Kremmling's 2026 General Fund Budget currently lacks appropriated funds for any Capital Projects or to provide matching funds for this Grant; and

WHEREAS, necessary funding for the local match can be secured through reallocation from other General Fund categories or by utilizing the General Fund Balance; and

WHEREAS, the Board of Trustees is committed to amending the 2026 Budget upon the successful award of the Grant to allocate funds for the project appropriately; and

WHEREAS, the Board of Trustees of the Town of Kremmling fully endorses the submission of an application for the Innovative Local Government Workforce Solutions Pilot Program Grant.

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

Section 1. The Board of Trustees unequivocally supports the Grant Application and commits to appropriating the necessary matching funds for the Innovative Local Government Workforce Solutions Pilot Program should the Town be awarded the Grant.

Section 2. If the Grant is awarded, the Board of Trustees shall amend the 2026 Budget as required to facilitate the project's implementation.

Section 3. If the Grant is awarded, the Board of Trustees authorizes the Town Manager, or their designee, to sign the Grant Agreement with the Department of Local Affairs, provided the total amount does not exceed Fifty Thousand Dollars (\$50,000.00).

Section 4. This Resolution shall become effective immediately upon its passage and approval.

INTRODUCED, READ, AND ADOPTED by the Board of Trustees on this 17th day of December 2025.

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. First Amendment to the Town Manager Employment Agreement

Department:

Town Manager Jen MacPherson & Town Clerk & Treasurer Teagan Serres

Executive Summary:

The Town Manager was appointed and entered into an Employment Agreement on April 2, 2025. Any changes to the Town Manager's employment or salary must be approved through an amendment to the Employment Agreement.

Summary:

The original employment agreement establishes a base salary of \$110,000 annually. It includes a probationary period clause stating that if the Board's probationary review is satisfactory and both parties choose to continue employment, the salary may increase to \$130,000 annually. The Town Manager Employment Agreement does not provide for automatic cost-of-living adjustments (COLA).

In the 2026 Budget, a 3% COLA increase was approved for all employees except for the Town Manager. The Town Manager is now requesting a 3% COLA increase as an amendment to the employment agreement following the second performance review in 2025.

Financial Impacts:

If approved, the Town Manager's salary will increase to \$133,900 annually.

Staff Recommendation:

1. Motion to approve the First Amendment to the Town Manager Employment Agreement as presented.
2. Motion to table the First Amendment to the Town Manager Employment Agreement until the _____ meeting.
3. Deny approval.

Attachments:

First Amendment to Town Manager Employment Agreement

FIRST AMENDMENT TO TOWN MANAGER EMPLOYMENT AGREEMENT

THIS SECOND AMENDMENT to Town Manager Employment Agreement is entered into between the TOWN OF KREMMLING, COLORADO (the “**Town**”), acting through the Board of Trustees, and JENNIFER MACPHERSON (the “**Town Manager**” or “**Ms. MacPherson**”).

WHEREAS, Jennifer MacPherson was appointed by the Board of Trustees to serve as the Town Manager effective April 2, 2025; and

WHEREAS, the Manager and Town entered into an Employment Agreement dated April 2, 2025, which sets forth the terms and conditions of the Manager’s employment; and

WHEREAS, the Town and Manager desire to make certain revisions to the Employment Agreement as set forth herein.

Section 1. Section 4 of the Employment Agreement is hereby amended to read as follows (words to be added underlined; words to be deleted ~~stricken~~):

4. Compensation. The Town agrees to pay to the Town Manager an annual base salary of ~~\$110,000.00~~ \$133,900.00. The Town Manager’s salary shall be prorated and paid, subject to applicable deductions, at the same time as other employees of the Town are paid.

Section 2. Except as expressly amended by this First Amendment, the terms and conditions of the Town Manager Employment Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this First Amendment to Town Manager Employment Agreement this _____ day of _____, 2025.

TOWN OF KREMMLING, COLORADO

By: _____
Wes Howell, Mayor

ATTEST:

Teagan Serres, Town Clerk

TOWN MANAGER

Jennifer MacPherson



Kremmling Board of Trustees Regular Meeting

Agenda Item Cover Letter

Agenda Item:

Discussion & Action Item. Ordinance No. 733 An Ordinance Approving an Airport Hangar Ground Lease at Kremmling Airport - McElroy Airfield.

Department:

Town Manager Jen MacPherson

Executive Summary:

Grand County and Kremmling Airport, specifically McElroy Airfield, would like to establish an agreement with High Altitude Hangars, LLC, for the construction of a new hangar. This agreement includes a twenty-five-year lease for the land on which the hangar will be built.

Summary:

This agreement is for the construction of a new 60' x 70' hangar to the west of the Town-owned hangars. Since the Town is a part-owner of McElroy Airfield, the Board of Trustees must approve the ground lease of the new hangar. The lease term is twenty-five years, and according to Colorado Revised Statutes 31-15-713(1)(c), any lease of municipally owned property longer than one year requires approval by ordinance. Grand County and the Airport Advisory Committee have dedicated substantial time to negotiating the lease terms before submitting it to the Town.

Financial Impacts:

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

Staff Recommendation:

1. Motion to approve Ordinance No. 733, An Ordinance Approving an Airport Hangar Ground Lease at Kremmling Airport - McElroy Airfield.
2. Motion to table Ordinance No. 733 An Ordinance Approving an Airport Hangar Ground Lease at Kremmling Airport - McElroy Airfield until the _____ meeting.
3. Deny approval.

Attachments:

Draft Ordinance No. 733 An Ordinance Approving an Airport Hangar Ground Lease at Kremmling Airport - McElroy Airfield.

Airport Hangar Ground Lease for Altitude Hangars LLC

**TOWN OF KREMMLING
ORDINANCE NO. 733**

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

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

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

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

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

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

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

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

INTRODUCED, READ, ADOPTED, APPROVED, AND ORDERED PUBLISHED BY TITLE ONLY this 17th day of December, 2025.

TOWN OF KREMMLING, COLORADO

Wes Howell, Mayor

ATTEST:

Teagan Serres, Town Clerk

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

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

WITNESSETH

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

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

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

1. LEASE OF LAND PARCEL. Lessor hereby leases to Lessee a parcel of land (hereinafter the "Leased Land") described in "Exhibit A", a copy of which is attached hereto and incorporated by reference as if set forth in full herein, and which is commonly known as Hangar Space Unit 28 (hereinafter referred to as the "Hangar") consisting of 4,200 square feet. Lessee shall have the right of ingress and egress over the Airport to and from the Hangar, at all reasonable times by routes of travel designated from time to time by Lessor and subject to the reasonable policies and procedures of Lessor. Such access shall also be subject to the applicable Federal and state rule, law, and regulation; this includes, but is not limited to, Federal Aviation Administration ("FAA") rules and regulations.

2. TERM.

A. Initial Term. The "Initial Term" of this Lease is twenty-five (25) years, commencing on 9th day of December 2025 and ending on the 8th day of December 2050.

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

Lessee shall provide written notice that it is not exercising its option to Lessor no earlier than one (1) year and no later than six (6) months prior to the expiration of the Initial Term.

C. Upon expiration of this lease and any extension thereof, the Lessee shall enter into a new lease with Lessor. If Lessee and Lessor are unable to negotiate a new lease, Lessee shall remove all improvements within six (6) months of expiration of this Lease at Lessee's expense and return the premises to its original condition. Lessee shall notify Lessor in the manner set forth below, no earlier than one (1) year and no later than six (6) months prior to the expiration of the Lease or any extension thereof, of Lessee's intent to not enter into a new lease with Lessor.

3. RENTAL RATE AND OTHER FEES.

A. Amount of Rent.

i. *First Year's Rent.* Lessee shall pay Lessor rent of \$124.22 based on the annual rental rate of \$0.3549 per square foot, on or before the Effective Date, which covers the Rent due for the partial year beginning on the Effective Date and ending on December 31, 2025.

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

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

C. Utilities.

An Electrical Fee is to be imposed upon Lessee based on the actual costs incurred by Grand County within the jurisdiction of Kremmling Airport—McElroy Airfield for the provision of electrical utility services. This fee shall be applicable to all lessees benefitting from electrical services. The fee shall be calculated based on each sixty foot by sixty foot (60'x60') lot used by Lessee as depicted in the Airport Layout Plan. The one-time Electrical Fee shall be due upon acceptance of the Lease and made payable to Grand County. Lessee shall be fully responsible for connection to the services provided by Lessor.

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

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

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

4. IMPROVEMENTS AND USE.

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

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

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

C. **Authorized Uses of Hangar.** The Hangar thereon shall be occupied by Lessee only as a facility for the storage of aircraft owned or leased by Lessee, maintenance of such aircraft, the construction of aircraft for personal use, and for any purpose reasonably related to such uses. Lessee may use the Hangar to park personal motor vehicles when aircraft is in use. Absent written consent of Lessor, Lessee shall have no right to utilize the Hangar other than as specifically allowed under this Section. In particular, the Hangar shall not be used for living quarters, aviation fixed base operations or any commercial aviation operation. If Lessee operates any commercial aviation activity within the

Hangar without first obtaining written approval from Lessor, Lessor may immediately terminate this Lease Agreement.

D. Hazardous Materials. The storage and accumulation of flammable, explosive liquids or solids, waste, debris or other hazardous materials is not permitted within the Hangar or adjacent to the Hangar with the exception of those items needed for aircraft operation and maintenance. Lessee shall maintain the Hangar in accordance with all applicable laws, orders, rules, ordinances and regulations of any agency having jurisdiction over environmental risks, materials handling, and wastes. The Lessee shall be responsible for all costs associated with mitigating any contamination of the soil or improvements thereon caused by the Lessee.

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

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

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

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

5. MAINTENANCE OBLIGATIONS.

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

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

6. TITLE TO HANGAR, REMOVAL OF EQUIPMENT. The Hangar constructed by Lessee shall be permanently and inseparably attached to the real property and title to same shall be vested in the Lessee during the Lease Term. However, upon termination of this Lease, if the parties cannot negotiate a new lease and the Lessee does not remove all improvements within six (6) months of the expiration of

this Lease, unless Lessor agrees in writing to a longer time, title to all such improvements shall immediately vest in the Lessor.

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

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

9. **LIENS.**

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

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

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

10. **INDEMNIFICATION AND HOLD HARMLESS.** Lessee shall indemnify, hold harmless, and, not excluding Lessor's right to participate, defend Lessor and its officers, officials, agents, and employees from and against any and all liabilities, claims, actions, damages, losses, or expenses, including without limitation reasonable attorneys' fees and costs (hereinafter referred to as "Claims"), for bodily injury or personal injury including death, or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Lessee or any of its officers, directors, agents, employees, contractors, or others arising out of or related to Lessee's occupancy and use of the Hangar. It is the specific intention of the Parties that Lessor shall, in all instances, except for claims arising solely from the negligent or willful acts or omissions of Lessor, be indemnified by Lessee from and against any and all claims. It is agreed that

Lessee will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable.

11. INSURANCE REQUIREMENTS.

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

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

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

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

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

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

D. Other Insurance Conditions.

- i. In the event of cancellation of any such coverage, the Lessee shall immediately notify Lessor of such cancellation.
- ii. On or before the Effective Date, Lessee shall provide additional insured endorsements and certificates of the required insurance coverage to Lessors; and shall provide

updated certificates and endorsements to Lessor upon each renewal of each policy, or upon purchasing a new policy.

iii. The Lessee shall maintain such other insurance as may be required by law.

iv. Lessee shall not violate the terms or prohibitions of any insurance policy.

v. The insurance requirements herein are minimum requirements for this Lease and do not limit the indemnity provisions contained in this Lease. Lessee is encouraged to purchase such additional insurance as Lessee deems prudent.

vi. All policies shall be primary coverage for all claims and losses arising from the use, occupancy, and operation of the Hangar and the Airport. Any other insurance available to Lessor shall be excess and shall not contribute with insurance secured by Lessee.

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

12. DAMAGE OR DESTRUCTION.

A. Lessee's Obligations. If any portion of Hangar is damaged or destroyed, the following shall apply:

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

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

iii. Remedy Options:

- **Repair and Restoration of Hangar.** Lessee may elect to continue this Lease in full force and effect and undertake all necessary repairs and restoration of the damaged or destroyed property provided that Lessee restores any improvements upon the Hangar to its original condition and provided that such work is started within six (6) months of such calamity and completed within one (1) year of the time the restoration is commenced, unless Lessor agrees to a longer period in writing.

- **Remove and Restore the Premises.** If Lessee chooses not to repair and restore the damaged property, Lessee shall remove all debris and restore the premises to its original condition prior to construction of such improvements, at Lessee's expense.

13. SURRENDER AND HOLDING OVER. Upon expiration of the Lease Term (and any extensions thereto), Lessee shall enter into a new lease with Lessor or remove the improvements within six (6) months. Should Lessee hold over with the written approval of the Lessor, such holding over shall be deemed merely a tenancy for successive monthly terms upon the same terms and conditions as provided in this Lease. Lessee further covenants and agrees that, as provided in Section 6, all improvements made to or on premises including fixtures, equipment, property brought, installed, erected, and/or attached permanently or placed by lessee in or on the improvements shall remain as property of the lessor. The Lessor shall have the right on termination to enter upon and take possession of the Hangar thereon, with or without process of law, without liability for trespass.

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

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

16. ASSIGNMENTS AND SUBLETTING.

A. Assignment. This Lease may not be assigned or subleased in whole or in part without the written permission of the Lessor. Subject to such written approval, the Lessee may assign this Lease, thereby releasing the Lessee from obligations under this Agreement. A sample Bill of Sale for Airplane Hangar and Assignment of Land Lease for Airplane Hangar, which contains language currently approved by the Lessor, is attached hereto as "Exhibit C."

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

C. Short-Term Sub-Lease. Sub-leases for periods of less than six months are allowed only when the Lessee has entered into an annual commercial amendment agreement with Lessor. Lessee may only opt into a commercial amendment in January of each year or upon execution of a new lease; assignees may opt in within thirty (30) days of any assignment of this lease.

D. Other Conditions.

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

17. AGREEMENTS WITH THE UNITED STATES OF AMERICA AND THE STATE OF COLORADO.

This Lease is subject and subordinate to the terms, reservations, restrictions, provisions, and conditions of any existing or future agreements between Lessor, the United States of America, and the State of Colorado, related to the operation of the Airport.

18. DISPUTES, DEFAULT AND REMEDIES.

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

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

B. Lessor's Remedies. Whenever any event of default referred to in this Section of this Lease shall have happened and not be timely cured, Lessor's may, without any further demand or notice, take one or any combination of the following remedial steps. Except as otherwise provided herein, no right or remedy conferred hereunder shall be considered exclusive of any other right or remedy and each and every right and remedy shall be cumulative and in addition to any other right and remedy given hereunder, or now or hereafter existing at law or in equity or by statute.

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

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

iii. Recovery. Lessor may recover from the Lessee:

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

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

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

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

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

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

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

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

If to Lessor:

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

If to Lessee:

James Macintosh
6533 Primrose Ln
Niwot, CO 80503
jmacintosh01@gmail.com

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

21. COMPLIANCE WITH LAWS AND AIRPORT RULES AND REGULATIONS.

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

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

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

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

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

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

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

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

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

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

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

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

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

26. MISCELLANEOUS PROVISIONS.

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

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

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

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

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

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

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

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

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

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

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

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

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

LESSOR:

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

By: _____

Chair of the Board of County Commissioners

THE TOWN OF KREMMLING, COLORADO

By: _____

Chair of the Town Council

LESSEE

By: _____

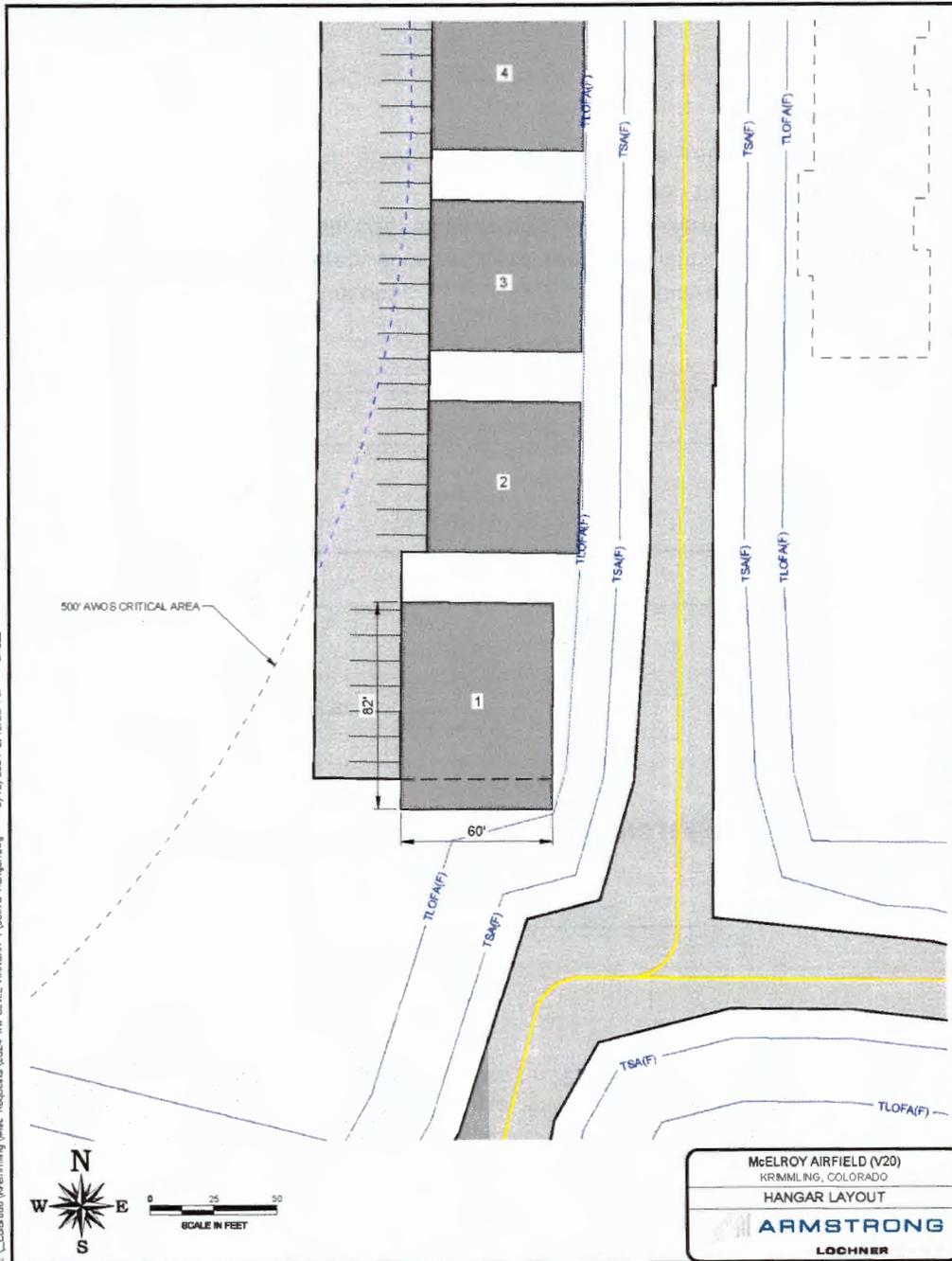

James Macintosh
Managing Member
High Altitude Hangars LLC

Exhibits:

- A Legal Description
- B Site Plan
- C Bill of Sale for Airplane Hangar
- D Grand County Airport Hangar Construction & Safety Guidelines

Kremmling Airport Ground Lease
Rev.: 11-05-25

Exhibit "B" Site Plan



"EXHIBIT C"

BILL OF SALE FOR AIRPLANE HANGAR

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

Seller: _____ Buyer: _____

ASSIGNMENT OF HANGAR GROUND LEASE

Date of Assignment: _____

Assignor: _____

Address: _____

Assignee: _____

Address: _____

IN CONSIDERATION OF the sum of \$ _____ paid to the Assignor by the Assignee, the
receipt and sufficiency of which is hereby acknowledged, the above named Assignor hereby assigns unto
the above named Assignee that certain Kremmling Airport—McElroy Airfield Hangar Ground Lease
dated the ____ day of _____, 20____, by and between the Board of County
Commissioners of the County of Grand, State of Colorado (hereinafter referred to as the "County") and
(Assignor).

THE ASSIGNOR WARRANTS THAT, as of the date of the recording of this Assignment, all payable
rents, taxes, and/or assessments pertaining to the Kremmling Airport—McElroy Airfield Hangar Ground
Lease, or to the Hangar located on the Leased Land Parcel, are paid in full.

ALL PARTIES HERETO understand and agree that upon the proper signing, acknowledgment, and recording of this Assignment, the Assignee shall become liable to the Lessor for the performance of all terms, covenants, and provisions of said Lease, including but not limited to those relating to the payment of the rent.

IT IS FURTHER UNDERSTOOD AND AGREED THAT upon the completion of the proper signing and acknowledgment of this Assignment, the Assignor shall be provided a copy of this Assignment and the Assignee shall be provided a copy of the said Lease. The Assignee shall then present this original Assignment to the Lessor for recording with the Grand County Clerk and Recorder; after recording, this Bill of Sale and Assignment document shall be returned to the Assignee.

THIS ASSIGNMENT AND THE COVENANTS HEREIN shall extend to and be binding upon the heirs, personal representatives, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the Assignor has executed this Assignment the day and year first written above.

Assignor:

Assignor:

STATE OF _____)

) ss.

COUNTY OF _____)

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

My Commission Expires: _____

Witness my Hand and Official Seal.

Notary

Address

Assignee:

Assignee:

STATE OF _____)

) ss.

COUNTY OF _____)

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

My Commission Expires:

Witness my Hand and Official Seal.

Notary

Address

The Board of County Commissioners of the County of Grand

By: _____

Chairman of the Board of County Commissioners

ATTEST: _____

Grand County Clerk and Recorder

EXHIBIT "D"

Grand County Airport Hangar Construction & Safety Guidelines

Lessee must take all necessary steps to maintain the airport in a safe and slightly condition. All entities involved with construction or improvements taking place on airport property must adhere to the following:

Prior to Construction

- Prior to commencement of construction, hangar owner will work with airport management to coordinate the following; all haul routes, construction parking areas, material & equipment staging areas, port-o-let locations, trash receptacle locations, concrete washouts, excavated material staging, proposed utility line locations, drainage flows, snow removal/storage areas and any other airport land needed for the purpose of hangar construction. A visual exhibit must be drafted and submitted for approval by airport management, prior to the commencement of any construction activities. Airport management may assist in drafting visual exhibit.
- Lessee must verify building location per the legal description attached to the original ground lease.
- Color samples must be submitted to, and approved by airport management. Acceptable colors tones are either tan or grey.
- Lessee must post a Notice of County's non-liability preventing mechanics or materialmen's liens from attaching to the County's interest in the Leased Land Parcel.
- The removal or installation of any pavement to accommodate new construction must first be approved in writing by airport management.
- The use of cranes, concrete pump, or other elevated equipment shall be coordinated with airport management and approved by the FAA prior to construction.
- Hangar owner shall coordinate utility locates prior to performing any construction work on airport property.
- Lessee shall provide airport management with proof of building permit from Grand County before commencing with construction.

During Construction

- Construction shall only be conducted between the hours of 7 am to 7 pm.
- Construction vehicles and equipment may only use approved haul routes and staging areas. Lessee must ensure that all construction vehicles and equipment are escorted by lessee or contractor when operating on any aircraft movement area. Construction vehicles may not operate anywhere on the airfield unless Lessee or their contractor is on-site to provide escort. Vehicles and equipment shall be parked in the designated areas only. Construction vehicles shall yield right of way to aircraft, airport maintenance vehicles, and regular airport vehicle traffic, while on airfield.
- Construction operations shall not interfere with or block any traffic, other hangers, doors, access points, airport maintenance operations, or other construction activity on the airfield.

- Mud, concrete, asphalt or other any other debris that is dropped or tracked outside of the construction area is the sole responsibility of the lessee and must be removed immediately.
- All construction items must be firmly secured to prevent materials and equipment from being blown from the job site. Any item that is blown from the construction site shall be the sole responsibility of the Lessee including but not limited to, damage to aircraft, hangars, vehicles, airport equipment & property. Any damage whatsoever, caused by construction activities will be the sole responsibility of the Lessee.
- Construction equipment, materials and trash shall be monitored and kept secure at all times. No material or waste will be allowed on any movement areas. Waste shall be disposed of in a covered waste receptacle at all times to prevent errant foreign object debris (FOD) from leaving the construction area. Efforts must be made to ensure that construction trash does not attract wildlife
- Any exposed excavated area must be marked using high visibility barriers and warning devices.
- Any soil type materials needed construction must be provided by the lessee.
- Removal of excavated material is the sole responsibility of the hangar owner. Lessee is solely responsible for removing any excavated topsoil or fill dirt from airport property unless airport management provides written approval for excavated material to be moved to another location on the airfield.
- Concrete equipment must use a hard sided container for washout. Concrete washouts must be removed from airport property by the end of the construction project.
- Lessee shall be mindful of the pavement conditions. Any damage to the pavement due to construction activities shall be the sole responsibility of the lessee.
- If hangar construction requires a temporary haul route, staging area or other activity that disturbs airport ground and serves only to provide access to the construction area, the lessee will be solely responsible for building and maintaining such areas. After hangar construction is complete, lessee is solely responsible for the full restoration of all disturbed ground on the airport.
- Snow may inhibit access to construction areas. Snow removal in construction areas and haul routes used exclusively for construction vehicles and equipment, shall be the sole responsibility of the lessee. Any snow removed from these areas may not be stored on aircraft movement areas, vehicle access roads or parking areas.
- Drug and alcohol use by any contractor, subcontractor, or other agent involved in hangar construction, will not be tolerated. Any individual suspected of being intoxicated will be removed from the airport property and all construction activity will be suspended until the situation is rectified between the lessee and Airport management.
- Children and pets are not allowed in any construction area at any time.
- Drones and RC aircraft may not be used for any purpose on or around the airfield.

Post Construction

- Before scheduling a final site inspection with airport management, all construction material including but not limited to, waste, concrete washouts, unused materials, tools, vehicles and equipment, must be removed by lessee.
- Any airport grounds outside of the leased area that are disturbed by construction activity must be returned to its original condition topsoil replacement and seeding repair. Airport management will document condition of ground prior to construction and will work with lessee to assess any repairs needed prior to final site inspection
- Before occupying the fully constructed hangar, lessee must first obtain a certificate of occupancy from the Grand County Building Department. Lessee must also schedule a final site inspection with airport management. Airport management will provide in writing, a written notification of satisfactory hangar completion.

Lessee is solely responsible for all actions taken by any contractor, subcontractor, laborer, delivery driver or any other agent involved with construction process. Lessee will ensure that all construction activities will be conducted in a safe, clean, and professional manner. If any of these terms are violated, or any other activity is deemed unsafe or inappropriate for the airfield, airport management may choose, at their sole discretion, to cease construction operations until the condition is improved.

Should Grand County staff or Town of Kremmling staff be caused to inspect, assist, repair or clean any adverse condition caused by construction activities, Lessee will be required to reimburse Grand County and or Town of Kremmling for all costs incurred.



Kremmling Board of Trustees Regular Meeting

Agenda Item Cover Letter

Agenda Item:

Discussion & Action Item. Cancellation of the January 7, 2026, Work Session.

Department:

Town Manager Jen MacPherson

Executive Summary:

There are no items scheduled for the January 7, 2026, Work Session.

Summary:

Staff proposes that the Board of Trustees cancel the Work Session scheduled for January 7th due to a lack of agenda items and to allow staff to enjoy the New Year's holiday without preparing meeting materials.

Financial Impacts:

The Mayor and Board of Trustees would not be paid for the meeting if the meeting is cancelled.

Staff Recommendation:

1. Motion to cancel the January 7, 2026, Board of Trustees Work Session.
2. Deny approval.

Attachments:

N/A